



TransPeshawar (The Urban Mobility Company)

Request for Quotation
For Production of Awareness Videos for BRT System
TransPeshawar



REQUEST FOR QUOTATIONS

Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project

Project Title	Production of Awareness Videos for BRT System TransPeshawar
Source of Funding	Asian Development Bank (ADB Loan 3543-PAK)
Tender Ref. No.	TPC/Communications/S/2020/003
Bid Security	Pak Rupees fifty thousand (PKR. 50,000) in shape of Demand Draft/ CDR from a scheduled bank of Pakistan in the name of Chief Executive Officer, TransPeshawar (The Urban Mobility Company).
Performance Security	The successful Bidder shall be required to provide a performance security in PKR to the amount of ten (10) % of the contract price, in form of CDR/DD or Bank Guarantee, at the option of bidder, from a scheduled bank of Pakistan, within fourteen (14) days of issuance of Letter of Acceptance.
Date of this Request	November 12, 2020
Deadline for Submission of Quotations	11:00 AM (PST), November 27, 2020
Date of Bid Opening	11:15 AM (PST), November 27, 2020 (Friday)
Place of Submission	First (1 st) Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, GT Road, Chamkani, Peshawar KPK, Pakistan.

Sir/Madam:

1. TransPeshawar (The Urban Mobility Company) (hereinafter called “the Employer”) is set up under Section 42 of the Companies Act, 2017, and is responsible for operation and maintenance of urban rapid transit projects assigned by the Khyber Pakhtunkhwa Urban Mobility Authority.
2. The Employer hereby requests firms/companies for “Production of Awareness Videos for BRT System TransPeshawar”. The detailed scope of services is provided as **Appendix-I**.
If you, however, have been associated with the firm that prepared the requirements, and specifications of the contract that is subject of this procurement, you shall be disqualified.
3. It is understood that the bidder has gone through the entire Request for Quotation document and has complete understanding of the terms, conditions, Required Services (**Appendix-I**), and attached Form of Contract. The attached terms and conditions for Supply of Services is an integral part of contract.
4. To assist the firms in preparation of a responsive proposals, a pre-bid meeting will be organized. All interested bidders are encouraged to attend the meeting as per following details:
 - **Date: November 17, 2020 (Tuesday)**
 - **Time: 3:00 PM PST**
 - **1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, GT Road, Chamkani, Peshawar KPK, Pakistan.**
5. You must quote for complete supply of services (**Appendix-I**) under this request. Firms not quoting for complete set of services shall be disqualified.
6. A fixed lump sum cost inclusive of all taxes should be quoted in Form of Quotation. Price quotations will be evaluated for all the items together and contract awarded to substantially responsive firm offering lowest evaluated total cost of all services.
7. You shall submit one Price Quotation on a Form of Quotation along with requisite documents in accordance with procedure mentioned under this RFQ and addressed and delivered to the following address.

**Chief Executive Officer,
TransPeshawar (The Urban Mobility Company),
First (1st) Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, GT
Road, Chamkani, Peshawar KPK, Pakistan.**
8. Form of Quotation must be typed and shall be signed by you or your authorized representative. Without a signature on Form of Quotation, your quotation will be rejected as non-responsive.
9. The deadline for receipt of your quotation (s) by the Employer is: **11 AM (PST)– November 27, 2020 (Friday)**
10. Responsiveness Criteria:

Following is the fail/pass criterion. An affirmative determination across all the criteria is mandatory for substantially responsiveness of bid and consideration of financial price.

- i. Incorporated as legal entity with SECP or Registrar of Firms; (Attach copy)
- ii. Registered with FBR and on reflected on Active Tax Payer List (ATL); (Attach copy)
- iii. Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services; (Attach copy)
- iv. The company/firm has a presence of at least five (05) years demonstrated through carrying out similar projects/contracts; (Attach copies of contract/PO etc.)

- v. Company's/Firm's own production house (attached company profile mentioning the facility of production house.);
- vi. An affidavit on stamp paper to the effect that the firm has not been blacklisted by any Federal or Provincial Public Entity;
- vii. Bid Security in accordance with Para 11 (vi) below.

Supporting documents to the above requirements shall be submitted. Failing to submit any of the above document shall result in non-responsiveness of bidder.

11. Your quotation should be submitted as per the following instructions and in accordance with the attached Form of Contract. The attached terms and conditions for supply of services is an integral part of the Contract.

- (i) **PRICES:** - Prices shall be quoted for complete supply of services as described in **(Appendix-I)** in Pakistani Rupees (PKR) and inclusive of all taxes as per applicable laws in Pakistan. In evaluating the quotations, the Employer will adjust for any arithmetical errors as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) **EVALUATION OF QUOTATIONS:** First responsiveness of bids against the criteria mentioned under paragraph 10 above shall be determined. Offers determined to be substantially responsive shall be qualified for consideration of financial price. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, specifications and responsiveness criteria mentioned in this Request for Quotation, and it will not be considered further.
- (iii) **AWARD OF CONTRACT:** The contract will be awarded to the bidder having lowest evaluated bid price among the substantially responsive bidders. The bidder whose quotation has been accepted will be notified of the award of contract within validity period through Letter of Acceptance issued by the Employer. The successful bidder shall submit performance security and sign the contract as promptly as possible but not later than fourteen (14) days after issuance of Letter of Acceptance.
- (iv) **VALIDITY OF THE OFFER:** Your quotation should be valid for a period of sixty (60) days from the deadline for receipt of quotation. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then your bid security will be forfeited. The contract may be offered to next substantially responsive lowest bidder.
- (v) Bidders should note that during the period from the receipt of the quotation until award of Contract, all queries should be communicated in writing via e-mail below.

Attention: Fayyaz Ahmad Khan: fayyaz.khan@transpeshawar.pk
CC: Umair Khan : umair.khan@transpeshawar.pku
CC: Khalil Ahmed : Khalil.ahmed@transpeshawar.pk

(vi) **BID SECURITY:**

- (a) Bid security shall be submitted to the amount of PKR. 50,000 in shape of Demand Draft/CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. A bid not accompanied by compliant bid security shall be rejected as non-responsive.
- (b) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids.

- (c) Bid Security of the unsuccessful bidders shall be released as promptly as possible.
- (d) The bid security of successful bidder shall be returned once the successful bidder has signed the contract and furnished the required performance security.
- (e) The Bid security shall be forfeited:
 - If a bidder withdraws his bid during the period of bid validity; or
 - If a bidder doesn't accept the correction of his bid price; or
- (f) In the case of a successful bidder, if he fails to:
 - Furnish the requisite performance security;
 - Sign the contract agreement as stipulated.

(vii) Performance Security

- (a) Failure of the successful Bidder to submit the above-mentioned performance security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security
 - (b) Performance security shall remain valid throughout the performance of the contract and shall be released as promptly as possible after successful completion of the contract in accordance with stipulated terms and conditions.
 - (c) The performance security may be forfeited, fully or partially, if the contractor failed to deliver in accordance with the terms and conditions of the contract.
12. This Request for Quotation is being conducted under ADB Procurement Guidelines. As such under ADB's Anti-Corruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.
13. You may confirm by e-mail (mentioned above) the receipt of this request and whether or not you will submit the quotation(s).

Sincerely Yours,

TransPeshawar
(The Urban Mobility Company)

1 FORM OF QUOTATION
(on company letterhead)

To:

**Chief Executive Officer,
TransPeshawar
(The Urban Mobility Company)**

We offer to execute the “**Production of Awareness Videos for BRT System TransPeshawar**” in accordance with the conditions of the contract accompanying this Quotation for a Contract Price of _____ (amount in words and numbers) _____ in PKR (Inclusive of all taxes). We propose to complete the supply of services described in the contract within stipulated time after signing of the contract.

S.No.	Description [A]	Quantity [B]	Unit Price (inclusive of Taxes) [C]	Total Price (inclusive of Taxes) [BxC]
1	Production of HD videos, 30 to 60 seconds duration with adaptation using high technology HD camera including script, story board, shoot, direction, editing, use of model if necessary, Trilingual voice over, necessary animation if required	10		
Contract Price (PKR) inclusive of all taxes				

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation received by you.

We hereby confirm that this Quotation complies with the Validity of the Offer and obtain a performance security in accordance with terms and conditions imposed by the Request for Quotation document and the Terms and Conditions for Supply of Service, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

(Service provider to complete below)

Authorized Signature:

Name and Title of Signatory:

Date:

Address:

Phone Number:

Email Address:

2. FORM OF CONTRACT

THIS AGREEMENT numbers _____ made on _____, ____ 2020, between _____ (hereinafter called "the Client") on the one part and _____ (hereinafter called "the Service Provider") on the other part.

WHEREAS the Client has requested quotation for "**Production of Awareness Videos for BRT System TransPeshawar**" to be supplied by the Service Provider, viz. Contract "**Production of Awareness Videos for BRT System TransPeshawar**", (hereinafter called "the Contract") and has accepted the Quotation by the Service Provider for performance of the Contract at the sum of (amount in words and figures) hereinafter called "the Contract Price".

NOW THIS AGREEMENT TO BE WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - (i) Form of Contract;
 - (ii) Letter of Acceptance;
 - (iii) Form of Quotation;
 - (iv) Terms and Conditions for Supply of Services;
 - (v) Request for Quotation;
 - (vi) Required Services (Appendix-I).
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Client to execute and perform the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Client hereby covenants to pay, in consideration of the acceptance of the Contract, and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

Signature and seal of the Client:

For and on behalf of

Name of Authorized Representative

Signature and seal of the Service Provider:

For and on behalf of

Name of Authorized Representative

3. TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

Name of Procurement: Production of Awareness Videos for BRT System TransPeshawar
Client: TransPeshawar (The Urban Mobility Company)
Service Provider:

1. Fixed Price: The prices indicated in the Form of Quotation shall remain firm and not subject to any adjustment during contract performance.
2. Delivery Schedule: The delivery of the Contract shall be within three (03) months after signing of the Contract.
3. Applicable Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
4. Resolution of Disputes: The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Client and the Service Provider, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of Pakistan.
5. Intellectual Property Delivery: The Client shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract, including but not limited to all designs, source files, imagery, videos, music and other digital assets. The Service Provider shall ensure that all approvals, registrations, licenses, permits and rights etc. which are necessary for the performance of the Contract by the Service Provider are legally acquired and assigned in the name of the Client. In case of any infringement on Intellectual Property Rights by the Service Provider, the Service Provider shall have sole control of the defense and all related settlement negotiations. Subject to above on intellectual property, the Service Provider shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the supplier that existed before the effective date of the Contract.
6. Payment: The payment shall be made after completion of all the deliverables in accordance with conditions of the contract.
7. Performance Security: Performance security in PKR to the amount of ten (10%) of contract price in shape of CDR/DD or Bank Guarantee, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan shall be provided to the Client within fourteen (14) of issuance of Letter of Acceptance. Performance security shall remain valid throughout the execution of contract and shall be returned within 10 days after the expiry of defect liability period and subject to satisfactory performance under the contract.
8. Defects: All defects/non-performance will be corrected by the Service Provider without any cost to the Client within period of defect liability.
9. Force Majeure: The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

10. Failure to Perform: The Client shall cancel the Contract if the Service Provider fails to perform the Contract, or any part thereof, in accordance with the above terms and conditions and shall

constitute sufficient grounds for calling performance guarantee.

11. Defect Liability Period: Defect liability period is three (03) months after issuance of certificate of completion to be issued against successful completion of the Contract to the satisfaction of the Client.

NAME OF SERVICE PROVIDER: _____

Authorized Signature: _____

Place: _____

Date: _____

Required Services

Introduction

Realizing the need to improve the public transport system in Peshawar, GoKP in collaboration with the Asian Development Bank initiated Peshawar BRT (Bus Rapid Transit). TransPeshawar is responsible for ongoing operation and maintenance of BRT. In order to sensitize public for proper usage of the services being provided to all passengers i-e proper use of Zu card, Zu Cycle sharing system, Faregates, Zu Mobile application etc., followed by all other SOP's of BRT Peshawar, TransPeshawar seeks proposal for the development and execution of videos.

Specifications:

Sr.	Item	Description	Quantity
1	Videos	HD quality, 30 to 60 seconds duration with adaptation using high technology HD camera. Contract must include script, story board, shoot, direction, editing, use of model if necessary, Trilingual voice over, necessary animation if required	(10)

Implementation Arrangements: -

The contractor will work in coordination with the communication department of TransPeshawar. For any query or support, the contractor must coordinate with the user department.

Scope of Assignment:

Develop videos (English, Urdu and Pashto) for general audience. The purpose of these videos is: a. sensitizing of passengers on using Zu facilities, building their confidence to utilize BRT services and encouraging them to take advantage of wide range of travel facilities that Peshawar BRT offers. b. Win trust of people of Peshawar that project is cost-effective, environment friendly, safe, convenient, inclusive (women, children and people with disabilities) and user-friendly c. Orient them to take care of the Zu system and follow the code of conduct and allied facilities.

Detailed Activities:

- Develop concept according to the brief from user department and record relevant interviews for videos preparation in Urdu, English & Pashto language only
- Write script in English, Urdu and Pashto based on customer briefing / technical documents by TransPeshawar
- Get approval of script in Urdu, English and Pashto from TransPeshawar
- Engage artist / model (if necessary)
- Shoot videos using high-quality cameras and drone-shoots when needed
- Add voiceover/dubbing after approval of voice samples in Pashto and Urdu
- Share first cut of video in Urdu as well as in Pashto
- Incorporate comments of TransPeshawar (if any) and share the revised video
- Share the final video with subtitles in English
- Provide HD quality videos and source files compatible to social media and other standard formats
- Provide raw footage