

Request for Quotation (RFQ)

For Procurement of Drone Camera

Project Title	Sustainable Bus Rapid Transit Corridor Project Peshawar	
Source of Funding	Asian Development Bank	
Procurement Title	Procurement of Drone Camera	
Tender Ref. No.	TPC/Communications/G/RFQ/2021-22/004	
Date of this Request	December 15, 2021	
Deadline for Submission of Quotations	11:00 AM (PST), December 31 , 2021 (Friday)	
Opening of Quotatation	11:15 AM (PST), December 31 , 2021 (Friday)	

SHOPPING FOR GOODS

REQUEST FOR QUOTATION (RFQG)

To:

Sir/Madam:

- 1. TransPeshawar (The Urban Mobility Company) (hereinafter called "the Purchaser") hereby request from Sole Proprietors/AoP/Firms/Companies/General Order Distributors/Suppliers to submit bids along with required documents as mentioned below for "**Procurement of Drone Camera**".
 - (i) Proof of registration with FBR for income tax and sales tax and reflected on Active Tax payer list (ATL);
 - (ii) Evidence of Sole Proprietors/AoP/Firms/Companies/General Order Distributors/Suppliers;
 - (iii) Adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for quoted item.
- 2. To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantity in (Appendix-I).
- 3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed and delivered to the following address:

Purchaser's Address: Chief Executive Officer TransPeshawar,

TransPeshawar Head Office First Floor Main BRT Depot,

Opposite NHA Complex Chamkani, Peshawar.

- 4. Your quotation in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for quoted item.
- 5. The deadline for receipt of your quotation by the Purchaser at the address indicated in Paragraph 3 is: 11:00 AM (PST), December 31, 2021 (Friday).
- 6. You shall submit only one set of quotation for the above item. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.
- 7. Your quotation should be submitted as per the following instructions and in accordance with the attached Form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
 - i. <u>PRICES:</u> The prices shall be quoted in Pak Rupees inclusive of taxes for supply and delivery to TransPeshawar Office at Chamkani.
 - ii. <u>EVALUATION OF QUOTATIONS:</u> Offers determined to be substantially responsive to the technical specifications shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material omissions, deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be

considered further. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where 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.
- iii. <u>AWARD OF CONTRACT.</u> The award will be made to the substantially responsive bidder offering the lowest evaluated price. The successful bidder shall sign a Contract as per attached Form of Contract and terms and conditions of supply.
- iv. <u>VALIDITY OF THE OFFER:</u> Your quotation should be valid for a period of sixty (60) days from the deadline for receipt of quotation indicated in Paragraph 5 of this Request for Quotation.
- v. 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 and you will be excluded from the list of suppliers for the project for two years.

vi. BID SECURITY:

- (a) Bid security shall be submitted in PKR to the amount of two (2%) of bid price 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) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's signing of the Contract;
- (c) Bid security of successful bidder shall be retained by the Purchaser as a performance security till successful supply and delivery of required item and fulfilment of warranty obligations;
- (d) 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, pursuant to Para above; or
- (e) In the case of a successful bidder, if:
 - · He fails to sign the contract agreement, in accordance with Para above; or
 - Defaults under the Contract.
- vii. Further information can be obtained from:

Chief Executive Officer TransPeshawar,

TransPeshawar Head Office First (1st) Floor Main BRT Depot,

Opposite NHA Complex Chamkani, Peshawar. Or

E-mail: fayyaz.khan@transpeshawar.pk, umair.khan@transpeshawar.pk,

khalil.ahmed@transpeshawar.pk

- 9. The bidder whose quotation has been accepted will be notified of the award of contract through Letter of Acceptance issued by the Purchaser within period of bid validity.
- 10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.

11.	Under ADB's Anticorruption Policy bidders shall observe the highest standard of ethics during the
procurer	ment and execution of such contracts. ADB will reject a proposal for award, and will impose
sanction	ns on parties involved, if it determines that the bidder recommended for award or any other party,
has eng	aged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the
Contract	t. At the time of submission of your quotation, you should not be in ADB's sanctions list.

12.	You may confirm	n by fax/e-mail the	receipt of this	request and v	whether or no	t you will	submit the
price o	quotation(s).						

Sincerely,	
 (the Purchaser)	

FORM OF QUOTATION

To:

Fayyaz Ahmad Khan, Chief Executive Officer TransPeshawar (The Urban Mobility Company), TransPeshawar Head Office First (1^{st)} Floor, Main BRT Depot, Opposite NHA Complex, Chamkani, Peshawar.

We offer to execute the Procurement of Drone Ca	mera, Ref. No. TPC/Communications/G/RFQ/2021-
22/004 in accordance with the Terms and Condition	ns of Supply accompanying this Quotation for the
Contract Price of PKR	(amount in words and numbers). We propose to
complete the delivery of Goods described in the Conf	tract within the following Delivery Time from the date
of singing of the Contract as per following detail.	- ,

S#	Name f Goods	Quoted Brand with Specification against the provided in Appendix-I	Qty	Total Price inclusive of Taxes (PKR)
		(Please attached brochure)		
1.	Drone Camera with complete assesssories (Bags, battaries, charger, additional propellors etc.)		1	

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 you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply.

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.

Authorized Signa	ature:
	of Signatory
	•
Name of Supplie	r:
	:
	:
Fax Number, if a	ny
Email address (c	optional)

FORM OF CONTRACT

be ^s Pu	IIS AGREEMENT number TPC/Communications/G/RFQ/2021-22/004 made on, 2022, tween Chief Executive Officer TransPeshawar (The Urban Mobility Company) (hereinafter called "the irchaser") on the one part and (hereinafter called "the ipplier") on the other part.
by ac	HEREAS the Purchaser has requested for quotation for Procurement of Drone Camera to be supplied Supplier, viz. Contract Procurement of Drone Camera , (hereinafter called "Contract") and has cepted the Quotation by the Supplier for the supply of Goods under the Contract at the sum of)(amount in words and figures) hereinafter called "the Contract Price".
NC	DW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1.	The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
	a) Form of Quotation, Terms and Conditions of Supply, Technical Specifications;
	b) Addendum (if applicable);
2.	Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of item under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3.	The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the item and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
	WITNESS whereof the parties hereto have executed the Contract under the laws of Pakistan on the te indicated above.
	signature and seal of the Purchaser: or and on behalf of Signature and seal of the Suppler: For and on behalf of
N	lame of Authorized Representative Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: Peshawar Sustainable Bus Rapid Transit Corridor Project

Purchaser: TransPeshawar (The Urban Mobility Company)

Procurement Title: Procurement of Drone Camera

Supplier:

1. <u>Schedules for Supply:</u> The Supplier shall deliver the item within fourteen (14) days after singing of the Contract to TransPeshawar office Head Office 1st Floor, Main BRT Depot, Opposite NHA Complex, Chamkani, Peshawar.

- 2. <u>Fixed Price:</u> The prices indicated in the Form of Quotation shall be firm and fixed and not subject to any adjustment during performance of the contract.
- 3. <u>Taxes.</u> The Purchaser shall deduct applicable taxes as per prevailing rules of Government of Pakistan.
- 4. <u>Inspection and Delivery:</u> Item delivered shall be subject to inspection for compliance with the technical requirements at destination by the Purchaser. The Purchaser may, at its option, reject all or any portion of the item that do not, as per decision of the Purchaser, comply with the specifications, terms and conditions of the Contract.
- 5. <u>Warranties</u>: In addition to, and without limiting any of Supplier's other representations and warranties, express or implied, the Supplier expressly represents and warrants to the Purchaser that the item is and will be fit for the purposes for which purchased, free from defects in materials and workmanship, safe for its intended use and will be covered under manufacturer's warranty.
- 6. <u>Bid Security Deposit</u>: Bid security of the Supplier will be retained by the Purchaser as a performance security till successful completion/delivery of required item/contract and fulfilment of warranty obligations.
- 4. <u>Insurance:</u> The item supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the item on "All risks" basis.
- 5. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 6. Resolution of Disputes: The Purchaser and the Supplier 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 Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940 of Pakistan.
- 7. <u>Delivery and Documents</u>: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (i) Copies of the Supplier's invoice showing item's description, quantity, unit price, and total amount;
 - (ii) Manufacturer's warranty certificate;
 - (iii) Certificate of origin (if applicable).
- 8. <u>Payment:</u> Payment shall be made after conformance of delivered item with the specification, quality and quantity as prescribed under Appendix-I and Form of Financial Offer. Any payment

shall be processed after satisfactory assessment/inspection and acceptance by the Purchaser. Payment shall be made in following manner:

- a) 100% payment will be made after successful delivery and acceptance of item by the Purchaser at TransPeshawar Office in accordance with the Contract.
- 9. <u>Warranty</u>: The item offered shall be covered by manufacturer's warranty for 12 months from the date of delivery to the Purchaser.
- 10. <u>Defects:</u> All defects will be corrected by the Supplier without any cost to the Purchaser within 7 days from the date of notice by the Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

 Facility ______

 Address ______

11. <u>Force Majeure:</u> The Supplier 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 Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

12. Required Technical Specifications:

The Technical Specifications are attached as Appendix-I. The Supplier shall confirm compliance in terms of specifications, quality and quantity as mentioned under Appendix-I.

13. <u>Failure to Perform</u>: The Purchaser may cancel the Agreement if the Supplier fails to deliver the item, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier apart from forfeiture of performance security and other remedies provider for under the Contract or relevant law.

NAME OF SUPPLIER:	_
Authorized Signature:	
Place:	
Date:	

Appendix-I

S #	Item Name	Description/Specifications		Qty	Delivery
1	Drone		Drone Camera		
	Camera with	Flight Time	Maximum 30 min (on full charge)	01	With in
	complete assesssories (Bags, battaries, charger, additional propellors etc.)	Operation Distance	Maximum 10-18.5 KM	01	fourteen (14) days after
		Sensing System	Obstacle Sensing in four directions		Signing of Contract
		Photo Format	JPEG, DNG		
		Video Format	MP4/MOV (MPEG-4AVC/H.264, HEVC/H.265		
		Video Format	Minimum 5.7K and 4K Ultra HD		
		Max Video Bitrate	150 Mbps]	
		Stabilization	3-axis (tilt, roll, pan)		
		Live View Quality/Lat ency	Drone + remote controller: 1080p/30fps 12Mbps 120 ms		
		Max Live View Bitrate	44 Mbps (download bitrate), 16 Mbps (live video bitrate)		
		Storage	8 GB internal with 64GB external SD Card		