

TransPeshawar (The Urban Mobility Company)



## Request for Quotation (RFQ)

**For Provision of Income Tax Exemption Services**

<b>Procurement Title</b>	<b>Provision of Income Tax Exemption Services</b>
<b>Source of Funding</b>	ADB Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project
<b>Contract Ref</b>	TPC/FD/IES/Shopping/2021-22/001
<b>Date of this Request</b>	January 27, 2022
<b>Deadline for Submission of Quotations</b>	11:00 AM PST February 10, 2022
<b>Date and Time for Opening of Quotations</b>	11:15 AM PST February 10, 2022

Sir/Madam:

1. TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system currently being implemented in Peshawar. Set up under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority for the benefits of public at large, organize training programs for the selected bus operators and drivers. TransPeshawar transit system will be served by 31 stations, and span the entire urban region of Peshawar from Chamkani in the east and to Karkhano in the west.
2. TransPeshawar intends to hire the services of a **QCR rated Chartered Firm with established tax experience for Provision of Income Tax Exemption Services** in accordance with Terms of Reference attached 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 RFQ and has complete understanding of the terms and conditions, scope of services etc. mentioned here along with their implication.
4. You must quote for complete services under this request. Price quotations will be evaluated for whole services and contract awarded to the firm offering the lowest evaluated total cost of all the services.
5. 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 to and delivered to the following address:  

Chief Executive Officer TransPeshawar  
First (1<sup>st</sup>) Floor TransPeshawar Head Office Main BRT Depot,  
Opposite NHA Complex Chamkani, Peshawar.
6. Your quotation must be written in the English language, must be accompanied by adequate supporting documentation, profiles and other relevant material/documentation as desired by the RFQ in English language for undertaking services.
7. The deadline for receipt of your quotation (s) by the TransPeshawar at the above address is 11:00 AM (PST) February 10, 2022.
8. You shall submit only one set of quotations for the above services. (Hard copy in the sealed envelope on the date and time to the address indicated above). Your quotation must be typed and shall be signed by you or your authorized representative. **Without a signature in your Form of Quotation, your quotation will not be considered any further.**
9. 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 Services is an integral part of the Contract.

- (i) **PRICES:** The prices should be quoted for complete services given under **(Appendix-I)** as a lump sum basis in Pakistani Rupees (PKR) and inclusive of out-of-pocket expenses and all applicable Taxes in Pakistan.
- (ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the requirements will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. TransPeshawar will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, TransPeshawar 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 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; and
- (c) if a Bidder refuses to accept the correction, his quotation will be rejected.
- (iii) **AWARD OF CONTRACT:** The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will be issued letter of acceptance and will sign a Contract as per attached form of contract and terms and conditions of services. Required Technical and Financial Capability are as follows:
- a) **Technical Capability**
1. Registration with Registrar of Firms;
  2. Satisfactory QCR rating;
  3. Registered with ICAP;
  4. Valid License of Practice;
  5. Has overall experience of at least five years;
- b) **Financial Capability**
1. Registration with FBR and reflected on Active Tax Payer List;
  2. Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA).
- Verifiable documentary proof of above requirements (Technical & Financial) along with company profile shall be submitted by the bidders for responsiveness of their bids. Failure to submit any relevant document to the above requirements will result in disqualification of bidder.
- (iv) **VALIDITY OF THE OFFER:** Your quotation should be valid for a period of thirty (30) days from the deadline for receipt of quotation indicated in Paragraph 7 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 you will be excluded from the list of service providers for the project for two years.

10. Bidders should note that during the period from the receipt of the quotation and until further notice from the Contact, all queries should be communicated via the Contact and in writing using e-mail only. The Contact for all enquires in relation to this quotation is as follows:

Name: Mr. Khalil Ahmed

Email Address: [khalil.ahmed@transpeshawar.pk](mailto:khalil.ahmed@transpeshawar.pk) with cc [safdar.awan@transpeshawar.pk](mailto:safdar.awan@transpeshawar.pk); [fayyazak@yahoo.co.uk](mailto:fayyazak@yahoo.co.uk)

11. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by TransPeshawar within validity of quotation.
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. Please confirm by e-mail (see email address in Paragraph (10) the receipt of this request and whether or not you will submit the price quotation(s).

Yours sincerely,

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**CEO TransPeshawar**

## 1 FORM OF QUOTATION

To:

Chief Executive Officer TransPeshawar,  
First (1<sup>st</sup>) Floor TransPeshawar Head Office Main BRT Depot,  
Opposite NHA Complex Chamkani, Peshawar.

We offer to execute the **Provision of Income Tax Exemption Services** to TransPeshawar in accordance with the terms and conditions of services accompanying this Quotation for the Contract Price of inclusive of all taxes and out of pocket expenses (amount in words and numbers) (\_\_\_\_\_) in PKR with following breakup.

The total price of the services must be quoted inclusive of all taxes in the below format:

S/No.	Description	Cost of Services (PKR)	Out of Pocket Expenses (PKR)	Total Price in PKR Inclusive of Taxes
1	All services as per Appendix-I of this RFQ. The total price shall be inclusive of out-of-pocket expenses.			

We propose to complete the Services (mentioned in Appendix-I) within the Delivery Time from the Date of Signing of the Contract.

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 bidder's liability conditions imposed by the Request for Quotation document and the Terms and Conditions of Services, respectively.

We have not been associated with the firm that prepared the TOR 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:**

**Name of Service Provider:**

**Address:**

**Phone Number:**

**Email Address:**

## 2. FORM OF CONTRACT

This AGREEMENT is made on..... day of....., 2022 between TransPeshawar (hereinafter called “the Employer”) on the one part and ..... (Hereinafter called “the Service Provider”) on the other part.

WHEREAS the Employer has requested for quotation for **Provision of Income Tax Exemption Services** to be provided by the Service Provider, viz. **Provision of Income Tax Exemption Services** (hereinafter called the “Contract”) and has accepted the Quotation of the Service Provider for the services under the Contract at the sum of PKR -----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:
  - a) Letter of Acceptance;
  - b) Form of Quotation;
  - c) Terms and Conditions of Services;
  - d) Terms of Reference (Appendix-I).
2. Taking into account payments to be made by the Employer to the Service Provider hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Employer to execute and complete the services under the Contract and remedy any defects/ perform the complete service therein in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay, in consideration of acceptance of the Contract, completion of all services under 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 Pakistan on the date indicated above.

**Signature and seal of the Employer:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**

**Signature and seal of the Service Provider:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**

### 3. TERMS AND CONDITIONS OF SERVICES

**Procurement Title:** Provision of Income Tax Exemption Services

**Employer:** TransPeshawar (The Urban Mobility Company)

**Service Provider:** \_\_\_\_\_

1. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
2. Delivery of Services: Delivery of whole Services should be completed within six (06) months of signing of contract.
3. Applicable Law: The Contract shall be interpreted in accordance with the laws of Pakistan.
4. Resolution of Disputes: The Employer 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 Employer 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: TransPeshawar 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, application configurations and specifications. The Service Provider shall ensure that all approvals, registrations, licenses, permits and rights etc. which are necessary for use of the service provided by the Service Provider are legally acquired and assigned in the name of TransPeshawar. 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 Service Provider that existed before the effective date of the contract.
6. Payment: The payment shall be made at completion of required services/deliverables to satisfaction of the Employer. The Service Provider shall provide all necessary supporting documents along with invoice for payment. The payment shall be made in lump sum through cross cheque in the name of the Service Provider and in Pakistani Rupees.
7. Warranty: The service provider is responsible for all loses or damages or short coming in deliverables etc. suffered by the Employer as a result of mis-conduct or inadequate services in performing the Contract.
8. 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 Employer 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 Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer 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.

9. Service Requirements:

Appendix-I provides the detailed services to be performed under the Contract. The Service Provider



confirms compliance with above requirements.

10. Failure to Perform: The Employer may cancel the Agreement if the Service Provider fails to deliver the required services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Employer, without incurring any liability to the Service Provider.

**Name of Service Provider:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TERMS OF REFERENCE (TORS)**  
**PROVISION OF INCOME TAX EXEMPTION SERVICES**

**1. Background**

TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa under section 42 of the Company's Act, 2017. TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority for the benefits of public at large, organize training programs for the selected bus operators and drivers.

TransPeshawar, being a Non-profit organization, is entitled to a tax credit equals to one hundred percent of the tax payable, including minimum tax and final taxes payable under any of the provisions of the Income Tax Ordinance 2001. To avail the said tax credit and a certificate of exemption, the services of a tax consultant is required.

**2. Objective(s) of the Assignment**

The objective of the assignment is to grant a status of Non-Profit Organization to TransPeshawar and exemption from income tax authorities under relevant tax laws / rules.

**3. Scope of Work:**

- i) Professional services relating to granting of status of Non-Profit Organization under Income Tax Ordinance, 2001;
- ii) Professional services relating to claiming exemption under Income Tax Ordinance, 2001;
- iii) Preparation of mandatory documentation/record.

**4. Outputs:**

- i) Approval from the Commissioner Inland Revenue FBR under Income Tax Ordinance, 2001.
- ii) Exemption certificate under Income Tax Ordinance 2001.

**5. Qualification:**

A QCR rated Chartered Accountant firm with established tax experience.