



**TransKarachi**

Operator of the Karachi Breeze System

**PROJECT: 47279-002, KARACHI BUS RAPID TRANSIT RED LINE PROJECT**

**Government of Sindh**

**REQUEST FOR QUOTATIONS**

*for*

***Procurement of Goods - Supply, Installation, Testing & Commissioning of ATS Panel for 100 kVA Generator Set at TransKarachi Corporate Office***

**RFQ No: KBRT-Goods-Gen-02**

**November 2022**

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Karachi Bus Rapid Transit Red Line Project  
Source of Funding : Asian Development Bank (ADB)  
Contract Ref : KBRT-Goods-IT-02 Date of Issue of RFQ: 03 November 2022  
To : **CONCERN**

Sir/Madam:

1. **TransKarachi** (Purchaser) hereby requests you to submit price quotation for the **Procurement of Goods - Supply, Installation, Testing & Commissioning of ATS Panel for 100 kVA Generator Set** at TransKarachi Corporate Office with details mentioned in **BOQ** attached as **Appendix-A**.

To assist you in the preparation of your price quotation we have enclosed the blank “**Form of Quotation**”, and draft **Contract Agreement with Terms & Conditions**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this **Request for Quotations** was identified, or
  - (c) you/your firm are/is owned by the Purchaser, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
  - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and Conditions of the Contract.

### **Site Visit:**

All the prospect Firms/Companies/Suppliers are requested to visit the site (i.e. TransKarachi Office) located at C-89, Block-2, Clifton, Karachi at their own accord for the inspection of 100kVA Genset for which ATS Panel is required. The visitors must get all the information/data required for the preparation of their Quotations offering balanced rates. The TransKarachi Office may be visited at any time during office hours (9 am to 5 pm) from Monday to Saturday.

### **Preparation of Quotations**

- (a) Your price quotation/Proposal shall be comprised of:
  - (i) **Form of Quotation** [*to be furnished on Company's original Letterhead, signed and stamped*]
  - (ii) **Priced BOQ** [*to be furnished on Company's original Letterhead, signed and stamped*]. The currency of quoted prices and payment shall be Pakistani Rupee.
  - (iii) **Technical Specifications/ Configuration** of all Quoted Item/s in BOQ for ATS Panel along with manufacturer's/ company's Brochures/ Leaflets etc.
  - (iv) **Detailed & Complete Company Profile** of Vendor/Supplier including Registration details of Company with FBR, SRB, Contact details, Detail of past experience with evidence etc.
  - (v) Any other document as deemed appropriate.



## **Award of Contract**

- (m) The Purchaser shall award the Contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price and the earliest delivery.
- (n) The Supplier/Provider whose quotation has been accepted will be notified by the Purchaser within the Bid Validity Period as stated in Section 4(h) & (i) above from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
- (o) The successful Supplier shall be required to furnish the Contract Agreement along with Contract Terms and Conditions, Price & Delivery Schedule and Scope of Services as per draft issued with RFQ document on Stamp Paper with appropriate Stamp Duty paid as per Stamp Duty Act (amended up to 2020) (i.e. 0.35% of accepted overall Contract Price) and submit the same for Purchaser's signature. The overall Contract Price shall include all applicable taxes.

5. Further information can be obtained from:

Name: Manage Procurement & Contracts  
Address: TransKarachi, C-89, Block 2, Clifton, Karachi, Pakistan  
Telephone No: 021-3530024-43, 021-9933240, 021-99332512  
E-mail: procurement@transkarachi.pk

- 6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
- 7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations 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. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

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<sup>1</sup> Any such disclosure shall be forwarded by the Client to ADB.

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

- (i) Nature of the offense/violation: \_\_\_\_\_
- (ii) Court/Area of jurisdiction: \_\_\_\_\_
- (iii) Resolution (i.e., dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (iv) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,  
**Manage, Procurement & Contracts,**  
**TransKarachi**

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<sup>2</sup> Any such disclosure shall be forwarded by the Client to ADB.

# *Appendix-1*

## **BILL OF QUANTITIES**

***Procurement of Goods - Supply, Installation, Testing & Commissioning of ATS Panel for  
100 kVA Generator Set at TransKarachi Corporate Office***

***RFQ No: KBRT-Goods-Gen-02***

## Appendix -1

### Bill of Quantities

| <b>RFQ for the Procurement of Goods - Supply, Installation, Testing &amp; Commissioning of ATS Panel for 100 kVA Generator Set at TransKarachi Corporate Office</b>  |   |             |            |  |   |  |
|--|---|-------------|------------|--|---|--|
| <b>Sr. No.</b>   | <b>DESCRIPTION</b>  | <b>Unit</b> | <b>Qty</b> | <b>Unit Rate<br/>(Including all<br/>taxes) (PKR)</b> | <b>Amount<br/>(Including all<br/>taxes) (PKR)</b> | <b>Proposed Delivery Time<br/>after Supply Order</b> |
| 1  | Supplying, Transportation (from Suuplier's premesis/warehouse to the site (i.e. TransKarachi Office) including lifting, loading, unloading & placing); complete Installation with all accessories and associated items , Earthing, Testing & Commissioning at site ATS Panel for 100 kVA Generator Set kept at TransKarachi Corporate Office located at C-89, Block-2, Clifton, Karachi complete in all respects and as directed by the Engineer/ Employer. | No.         | 1          |  |   |  |
| <b>Overall Quoted Price (Inclsuive of all Taxes) in PKR:</b>   |   |             |            |  |   |  |
| <b>Notes:</b> 1) The quoted rate and overall Contract Price are fixed and non-adjustable and have no relation with Dollar Exchange Rate. Hence; no claim will be entertained in case of increasing Dollar Exchaneg Rates or inflation in market rates for procurement of any component/material.<br>2) Bidders must include/in-built all the applicable taxes etc. in their rates/quotation. |   |             |            |  |   |  |

[This Form of Quotation must be furnished & submitted on Supplier's original Letter Head]

## FORM OF QUOTATION (Goods)

\_\_\_\_\_ [date]

To:

**The TransKarachi**

H # C-89, Block 2, Near Bilal Masjid, Clifton, Karachi,

Sindh-Pakistan Telephone : 0092-21-99332476-8

E-mail: [procurement@transkarachi.pk](mailto:procurement@transkarachi.pk)

We offer to execute the Supplying, Installation, Testing & Commissioning of ATS Panel for 100 kVA Generator Set at TransKarachi Corporate Office [Contract Reference: KBRT-Goods-Gen-02] in accordance with the **Contract Terms & Conditions** and the **Priced Bill of Quantities (BOQ)** accompanying this Quotation for the Contract Price of PKR \_\_\_\_\_. [AMOUNT in Numbers and in Words] (\_\_\_\_\_). We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the **Priced BOQ**

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 **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_  
Fax Number, if any : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

## ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt.

Name of Purchaser      TRANSKARACHI  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_



*[This Contract Agreement along with Contract Terms & Conditions as Annexure must be furnished on Stamp Paper of value equivalent to 0.35% of overall Contract Price as per Stamp Duty Act.]*

**DRAFT**

## CONTRACT AGREEMENT

**Name of Country:** Pakistan  
**Project Name:** Karachi Bus Rapid Transit Red Line Project  
**Name of Contract:** Procurement of Goods - Supply, Installation, Testing & Commissioning of ATS Panel for 100 kVA Generator Set at TransKarachi Corporate Office located at C-89, Block-2, Clifton, Karachi  
**Contract Number:** KBRT-Goods-IT-02

This Contract is entered into on \_\_\_\_\_ [date] day of \_\_\_\_\_ [month], 2022, between **TransKarachi** (hereinafter called "the Purchaser") on the one part, and \_\_\_\_\_ [name of Supplier] ("the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for \_\_\_\_\_ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of \_\_\_\_\_ [amount in words] [\_\_\_\_\_ amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

- The following documents (duly signed and stamped by the authorized signatories) shall be deemed to form and be read and construed as part of this Contract, viz:
  - Form of Quotation,
  - Priced Bill of Quantities (BOQ)
  - Contract Terms and Conditions; and
  - Technical Specifications (supplied by the Firm) with Brochures/Leaflets etc.
  - Any other Document as required by the TransKarachi
- Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
- The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

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 Supplier:**  
For and on behalf of

**Signature and seal of the Purchaser:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## CONTRACT TERMS AND CONDITIONS

**DRAFT**

**Project Name:** Karachi Bus Rapid Transit Red Line Project  
**Name of Contract:** Procurement of Goods - Supply, Installation, Testing & Commissioning of ATS Panel for 100 kVA Generator Set at TransKarachi Corporate Office located at C-89, Block-2, Clifton, Karachi  
**Contract Number:** KBRT-Goods-IT-02

### 1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### 2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

### 3. Language

- 3.1 All communications and documents related to the Contract shall be in **English**.

### 4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

### 5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

**6. Fixed Contract Price**

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

**7. Delivery Schedule**

7.1 The delivery of each quoted item should be completed at the earliest indicated in the **Priced Bill of Quantities (BOQ)** or as directed by the Purchaser.

**8. Installation, Testing & Commissioning**

8.1 Complete installation after Delivery of ATS Panel to 100 kVA Generator Set kept at TransKarachi Office premises and its Testing and Commissioning must be done satisfaction of MEP Consultant/ Employer

**9. Required Technical Specifications (To be submitted for each quoted item by the Supplier)**  
(with attachments as necessary)

- General Description
- Specific details and technical standards
- Performance Parameters

Supplier confirms compliance with above specifications.

**10. Delivery and Documents**

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser for his claim:

- (a) Supplier's original invoice (On Company's Letter Head with Covering Letter showing goods' description, quantity, unit price, and total amount.
- (b) Manufacturer's or supplier's warranty certificate (if applicable)
- (c) Delivery Challan (duly signed and stamped by both Supplier's & TK representatives)
- (d) Satisfactory Report from the concerned Admin Department/Section of TransKarachi

**11. Taxes and Duties**

10.1 The Supplier shall be entirely responsible for all taxes including GST, SST, other duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**12. Payment**

11.1 Payment of the contract price shall be made in the following manner:

100% Payment of supplied items will be made on successful delivery, installation, testing & commissioning of all the items at site and accepted by the Employer (TransKarachi) upon submission of Supplier's Invoice supported by all the required supporting documents as stated at Sub-Clause: 9.1 above.

**13. Warranty**

12.1 Goods offered should be covered by manufacturer's warranty for at least **12 months** from the date of delivery to the Purchaser.

**14. Defects**

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by 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 \_\_\_\_\_  
\_\_\_\_\_

**15. Resolution of Disputes**

14.1 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 an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act 1940 at Karachi, Pakistan.

**16. Failure to Perform**

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

**17. Force Majeure**

16.1 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.

(a) 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.

(b) 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.

**18. Termination Due to Integrity Violation**

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

**19. Accounts and Records**

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

**20. Suspension of ADB Loan or Credit**

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.