

REQUEST FOR QUOTATIONS
for
**Procurement of Goods (Air Conditioners and 100 kVA Diesel
Generator Set) for TransKarachi Corporate Office**

Lot-1: Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

Lot-2: Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

June 2021



REQUEST FOR QUOTATION -GOODS (RFQ-G)

Project Title : Karachi Bus Rapid Transit Red Line Project.
Source of Funding : Asian Development Bank (ADB)
Contract Ref : KBRT-Goods-AC & Gen-01 Date of Issue of RFQ: **23 June 2021**
To : **CONCERN**

Sir/Madam:

1. TransKarachi (Purchaser) hereby requests you to submit price quotation/(s) for the procurement of the following lots with details mentioned in **Attachment 1 (Drawing & BOQ)**:
Lot - 1: Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi
Lot - 2: Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi
To assist you in the preparation of your price quotation we enclose the necessary **Form of Quotation** and draft **Contract**.
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**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items included in a lot as described in attached documents and submitted only in the attached Form of Quotation with the **Supply, Delivery, Installation, Testing & Commissioning Schedule and Price BOQ**. The currency of quoted prices and payment shall be Pakistan Rupee.
- (b) In case the Bidder/Supplier has not quoted their Rate against any BOQ item shall be deemed to have been included & covered by other BOQ items and no separate payment shall be made.

- (c) The prices should be quoted for **Supply, Delivery, Installation, Testing & Commissioning** and setup to TransKarachi Office, Karachi, Pakistan and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Karachi.
- (d) You shall submit only one set of quotations for each of the above items/ lots. 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.
- (e) You shall submit one original of 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.
- (f) Your quotation(s) should be valid for a period of **30 days** from the deadline for submission of the quotation/(s) as indicated below. 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 Suppliers for the project for two years.
- (g) You may submit your quotation for a single or for both lots.

Submission and Opening:

- (h) Your **Form of Quotation** with the priced **Supply, Delivery, Installation, Testing & Commissioning Schedule and Price BOQ** and **Technical Documentation/ Catalogue(s)** should be submitted by **12th July 2021 at 14.30 PM** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:
Purchaser's Address: TransKarachi, D-43, Block 2, Clifton, Shahrah-e-Ghalib, Karachi,
Pakistan
Telephone: 021-99332207-8
- (i) Quotations shall be opened in public on the same day i.e. **12th July 2021 at 3.00 PM**, in the presence of participating suppliers' representatives who choose to attend at the following address: TransKarachi, SMTA Committee Room, D-43, Block 2, Clifton, Shahrah-e-Ghalib, Karachi, Pakistan.

Evaluation and Comparison:

- (j) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (k) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - ii. 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.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (l) The Purchaser shall award the contract to the Supplier whose quotation for the respective lot has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation for the respective lot.

(m) The Supplier whose quotation has been accepted for the respective lot will be notified by the Purchaser within 7 days 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.

(n) The successful Supplier shall sign the **Contract Agreement** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include all applicable taxes of Government of Sindh, Pakistan.

1. Further information can be obtained from:

Name: Office Manager
Address: TransKarachi, D-43, Block 2, Clifton, Shahrah-e-Ghalib, Karachi, Pakistan
Telephone No: +92-21-99332207-08
Fax: Not Applicable
E-mail: procurement@transkarachi.pk

2. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.

3. 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.

4. 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):¹

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

5. 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:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

(d) Other relevant details:

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

6. 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.
7. 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).
8. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
9. Please confirm by fax/ e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

GM Infrastructure & Planning
TransKarachi

Attachment

Drawings & BOQs for Lot – 1

Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

Request for Quotations for the Procurement of Goods (Air Conditioners and 100 kVA Diesel Generator Set) for TransKarachi Corporate Office

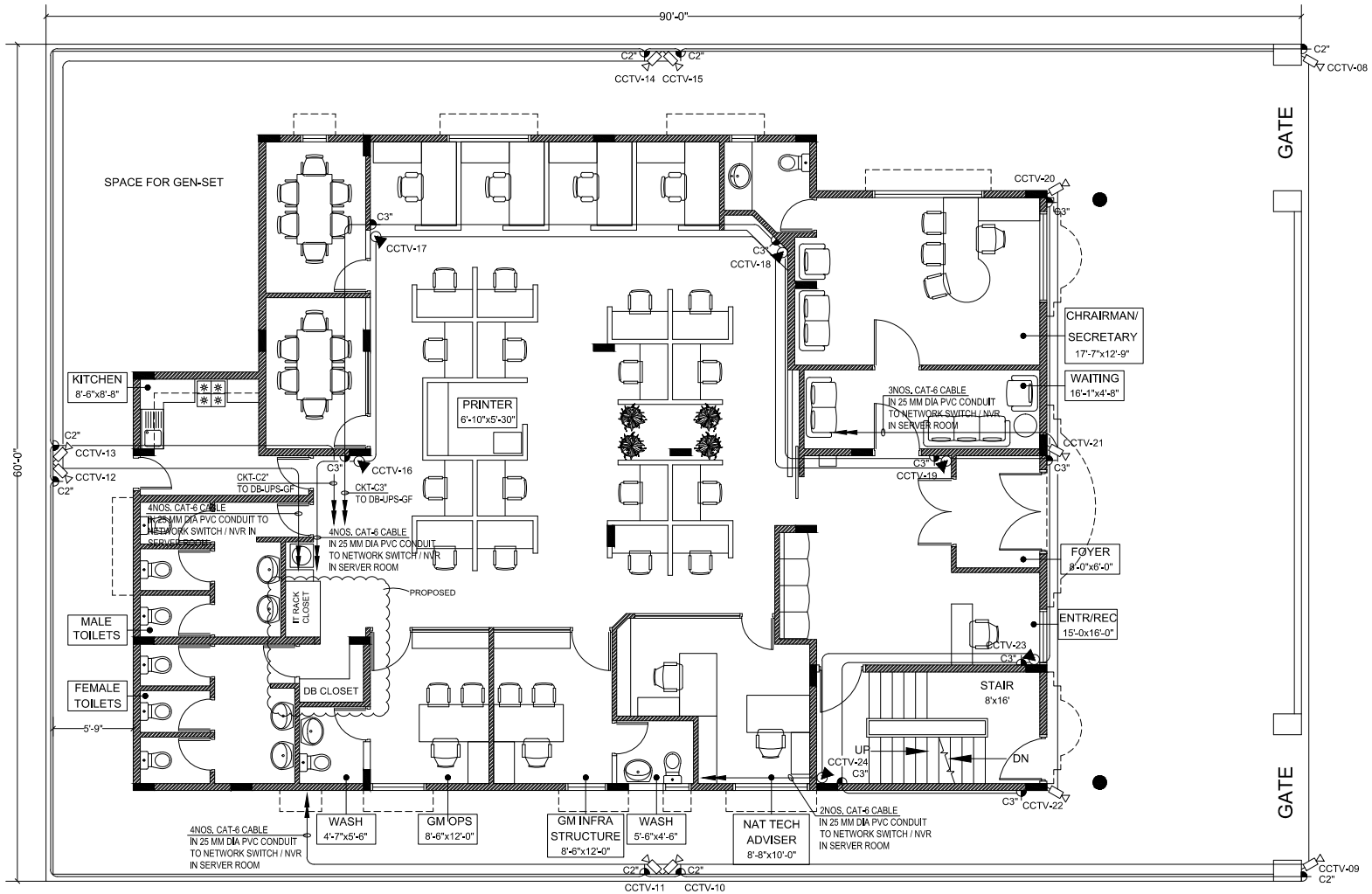
Bill of Quantities

Lot-1: Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Corporate Office addressed at C-89, Block-2, Clifton Karachi

Sr. No.	DESCRIPTION	Unit	Qty	RATE	AMOUNT
			A	B	C = B x A
1	Supplying, Transportation (from warehouse to site including lifting, loading, unloading & placing); Installation with Earthing, Testing (for atleast 02 hours) & Commissioning at site of 100 KVA Diesel Generator Set with Canopy including all required accessories, supporting arrangements, mechanical work, PVC piping & cabling etc. complete in all respects as directed by the Engineer/ Employer.	Nos.	1		-
Total Cost of Generator Set: PKR					-
Add GST @ 17%					-
Total Amount (Inclusive of GST): PKR					-

Note: 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 Exchange Rates or inflation in market rates for procurement of any component/material.

2) Bidders must include/in-built all the applicable taxes etc. in their rates/quotation.



LEGEND:

SYMBOL	DESCRIPTION	MOUNTING
	CCTV CAMERA	CEILING
	SPIRE OUTLET	CEILING

ISSUED FOR APPROVAL
DATE: 25-01-2021

REV.	REMARKS

CONSULTANT:

LOGIT ABEL
 Expert Engineers (Pvt) Limited
 Consulting Engineers & Project Managers

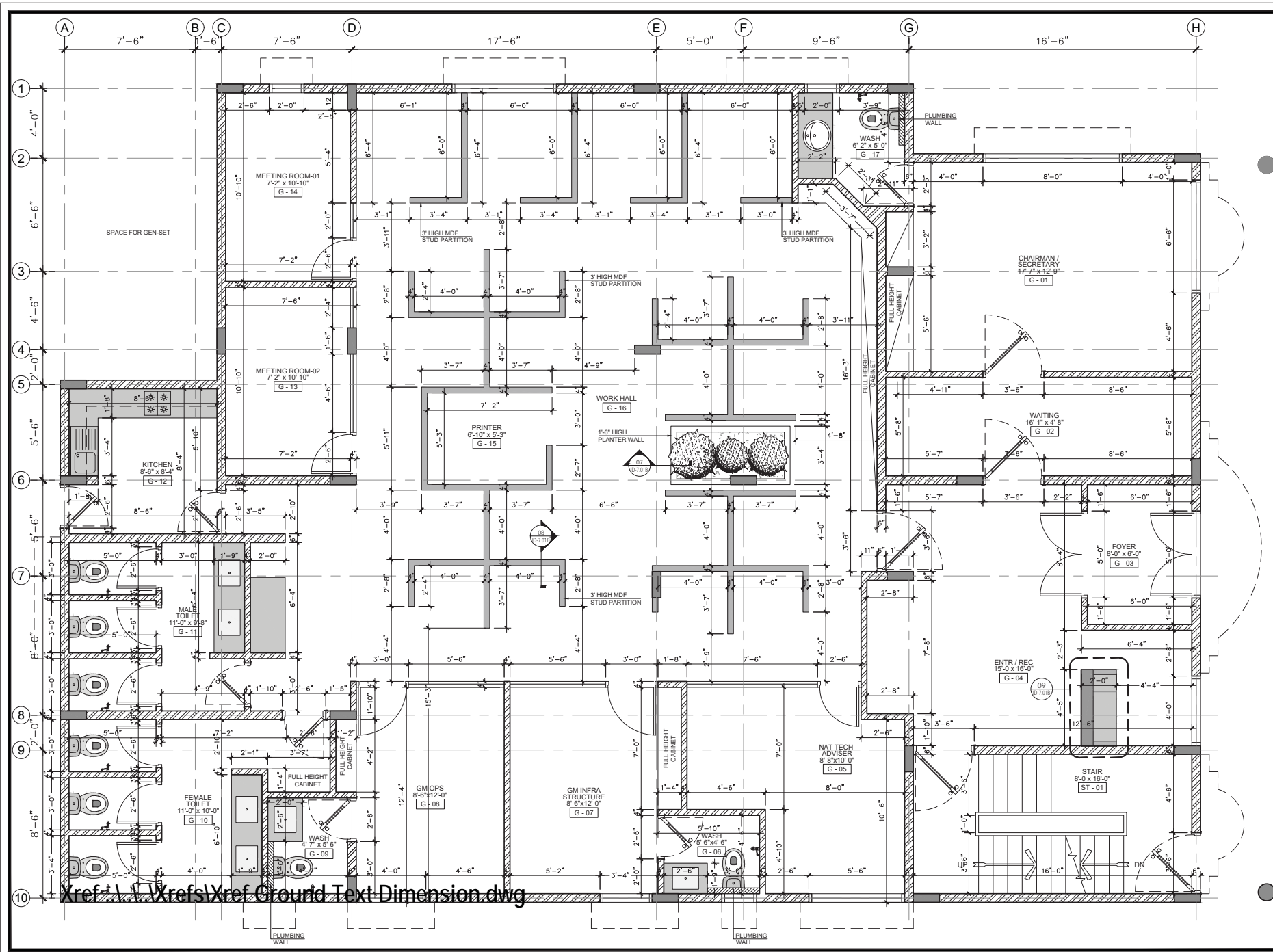
ARCHITECT:

PROJECT:
TransKarachi Corporate Office Design

DRAWING TITLE:
CCTV LAYOUT GROUND FLOOR

STAMP:
CONSTRUCTION DRAWING

DRAWING NO:	CCTV-02
PROJECT CODE:	98 / 2020
DATE:	15-01-2021
DRAWN BY:	MANSOOR
SCALE:	1/8"=1'-0"



WALL LEGEND		
DESCRIPTION	SYMBOL	
EXISTING WALL, FULL HEIGHT		
PROPOSED WALL, FULL HEIGHT		
EXISTING R.C. STRUCTURE		
LOW HEIGHT STUD PARTITION		

DATE	REV.	REMARKS

PROJECT:	
TRANS KARACHI	
DRAWING TITLE:	
DIMENSION PLAN GROUND FLOOR	
STAMP:	
CONSTRUCTION DRAWING	
DRAWING NO.:	
ID-1.01A	
PROJECT CODE:	DRAWN BY:
98 / 2020	
DATE:	SCALE:
29/01/2021	3/16" = 1'-0" @ A3

Attachment

Drawings & BOQs for Lot – 2

Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

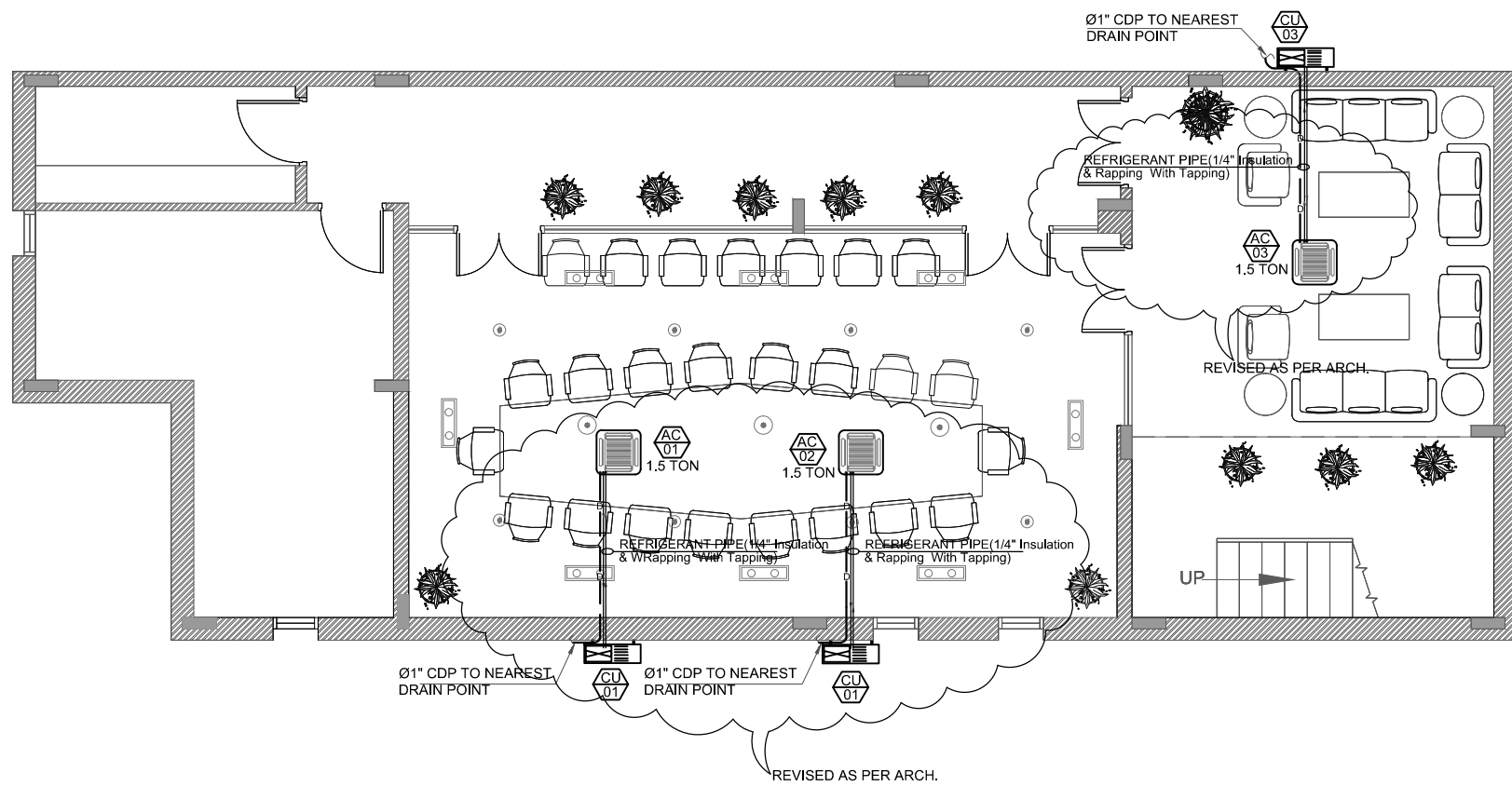
Request for Quotations for the Procurement of Goods (Air Conditioners and 100 kVA Diesel Generator Set) for TransKarachi Corporate Office

Bill of Quantities

Lot-2: Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

Sr. No.	DESCRIPTION	Unit	Qty	RATE	AMOUNT
			A	B	C = B x A
1	Supply , Installation, testing and Commissioning of Conventional Split and Cassette Type Air Conditioning Units, including unloading, Lifting, Placing and Supply , installation , testing and comissioning of the supporting arrangements for outdoor units in the external area with proper coating of paints to prevent rusting due to enviroment condition and fixing as shown on the drawings / as per site including Gas charging (if required) complete in all respects as directed by the Engineer/Architect. <u>COPPER AND DRAIN PIPING:</u> Installation/Extension of copper and drainage piping work including Control wiring of indoor to outdoor is being done by the Civil Works Contractor and shall not be part of the Scope of this RFQ.				
	WALL MOUNTED AC UNITS (Conventional Type)				
a)	WM- 1.0 RT	Nos.	18		
b)	WM - 1.5 RT	Nos.	9		
c)	WM - 2 RT	Nos.	1		
	Cassette Type AC UNITS (Conventional Type)				
a)	CT- 2.0 RT	Nos.	3		
Total Cost of AC units: PKR					-
Add GST @ 17%					-
Total Amount (Inclsuive of GST): PKR					-

- Note:**
- 1) In case the Bidder/Supplier has not quoted their Rate against any BOQ item shall be deemed to have been included & covered by other BOQ items and no separate payment shall be made.
 - 2) All the rates and overall Contract Price are fixed and non-adjustable and have no relation with Dollar Exchange Rate.
 - 3) The Bidder/Supplier must include all the applicable taxes etc. in their rates.



AC LEGEND			
S.NO.	SYMBOL	DESCRIPTION	MOUNTING
1		DC INVERTER SPLIT UNIT. (1.0 TON) (1.5 TON) (2.0 TON)	WALL
2		CONDENSING UNIT	WALL
3		CASSETT TYPE AC	CEILING
4		REFRIGERANT PIPE (1/4\" Insulation & Rapping With Tapping)	
5		DRAIN PIPE (UPVC) 1/4\" With Insulation & Rapping With Tapping)	

COPPER PIPING CHART		
S.No.	TON	COPPER PIPING
1	1.0 TON	1/2\" & 1/4\"
2	1.5 TON	1/2\" & 1/4\"
3	2 TON	3/8\" & 5/8\"

TENDER DRAWING
DATE: 18-02-2021

DATE	REV.	REMARKS
180221	00	TENDER DRAWING

CONSULTANT:
A. S. CONSULTANTS
CONSULTING ENGINEERS (ELECTRICAL & MECHANICAL)
187-A, Block-2, F.E.C.A.S., Shahr-e-Qadri, Karachi - 75400
Phone: 021-3432333-3432719 # www.asconsultants.com
E-mail: info@asconsultants.com as_consultants@ymail.com

ARCHITECT:

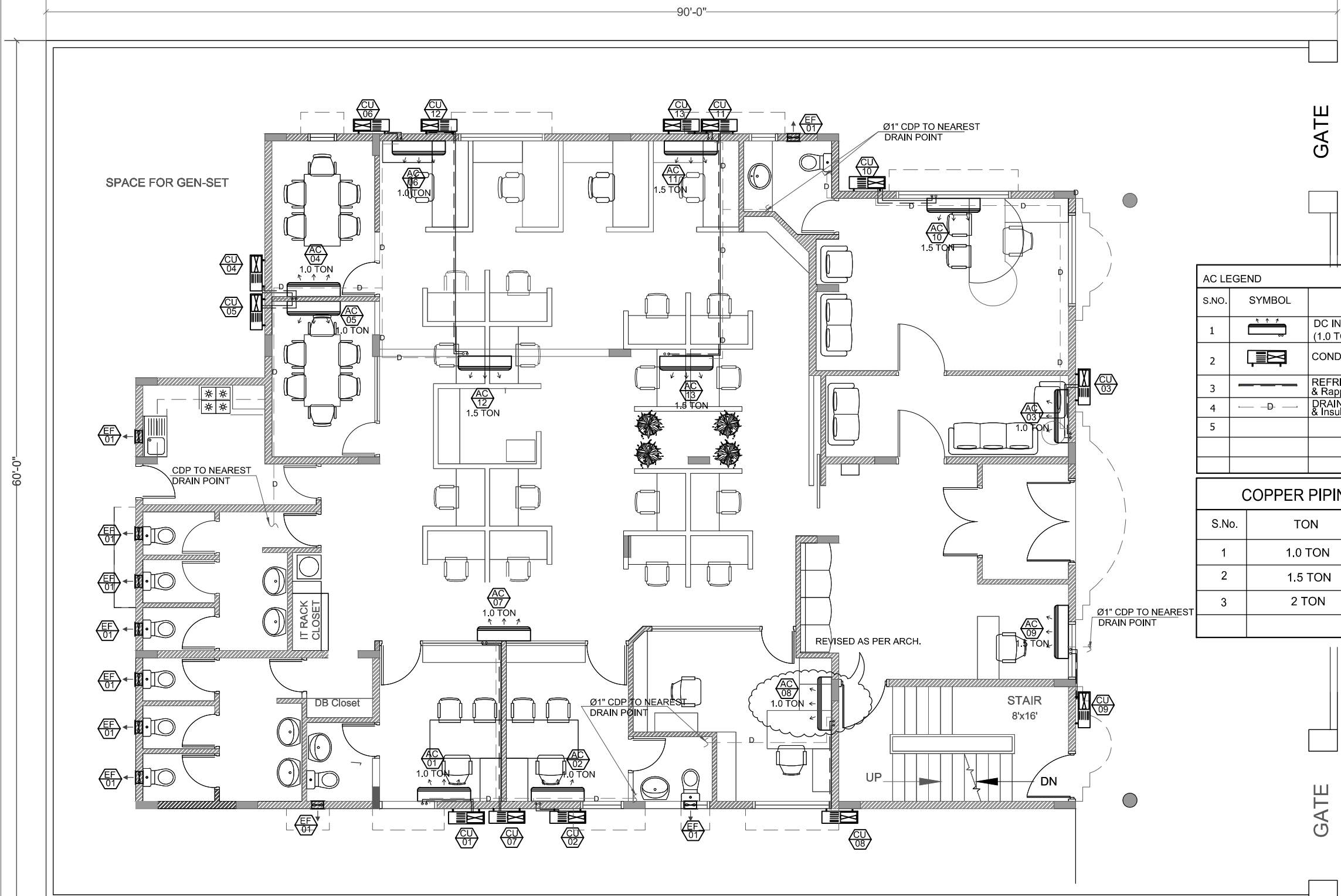
ARCHITELIER
ARCHITECTURE ■ INTERIOR

PROJECT:
TRANS KARACHI

DRAWING TITLE:
HVAC LAYOUT BASEMENT PLAN

STAMP:
TENDER DRAWING

DRAWING NO: **AC - 02**
PROJECT CODE: **98 / 2020** DRAWN BY: **M.I.**
DATE: **18-02-2021** SCALE: **1/8"=1'-0"**



AC LEGEND			
S.NO.	SYMBOL	DESCRIPTION	MOUNTING
1		DC INVERTER SPLIT UNIT. (1.0 TON) (1.5 TON) (2.0 TON)	WALL
2		CONDENSING UNIT	WALL
3		REFRIGERANT PIPE (1/4" Insulation & Rapping With Tapping)	
4		DRAIN PIPE (UPVC) 1/4" With & Insulation Rapping With Tapping)	
5			

COPPER PIPING CHART		
S.No.	TON	COPPER PIPING
1	1.0 TON	1/2" & 1/4"
2	1.5 TON	1/2" & 1/4"
3	2 TON	3/8" & 5/8"

TENDER DRAWING
DATE: 18-02-2021

DATE	REV.	REMARKS
180221	00	TENDER DRAWING

CONSULTANT:
A.S. CONSULTANTS
 CONSULTING ENGINEERS (ELECTRICAL & MECHANICAL)
 187-2, Block-2, P.E.C.I.S.L. Shahr-e-Quaden, Karachi - 75400
 Phone: 021-3453208-3453210 # e to: www.asconsultants.com
 E m a i l : info@asconsultantspk.com as.consultants@gmail.com

ARCHITECT:

ARCHITELIER
 ARCHITECTURE ■ INTERIOR

PROJECT:
TRANS KARACHI

DRAWING TITLE:
**HVAC LAYOUT
 GROUND FLOOR PLAN**

STAMP:
TENDER DRAWING

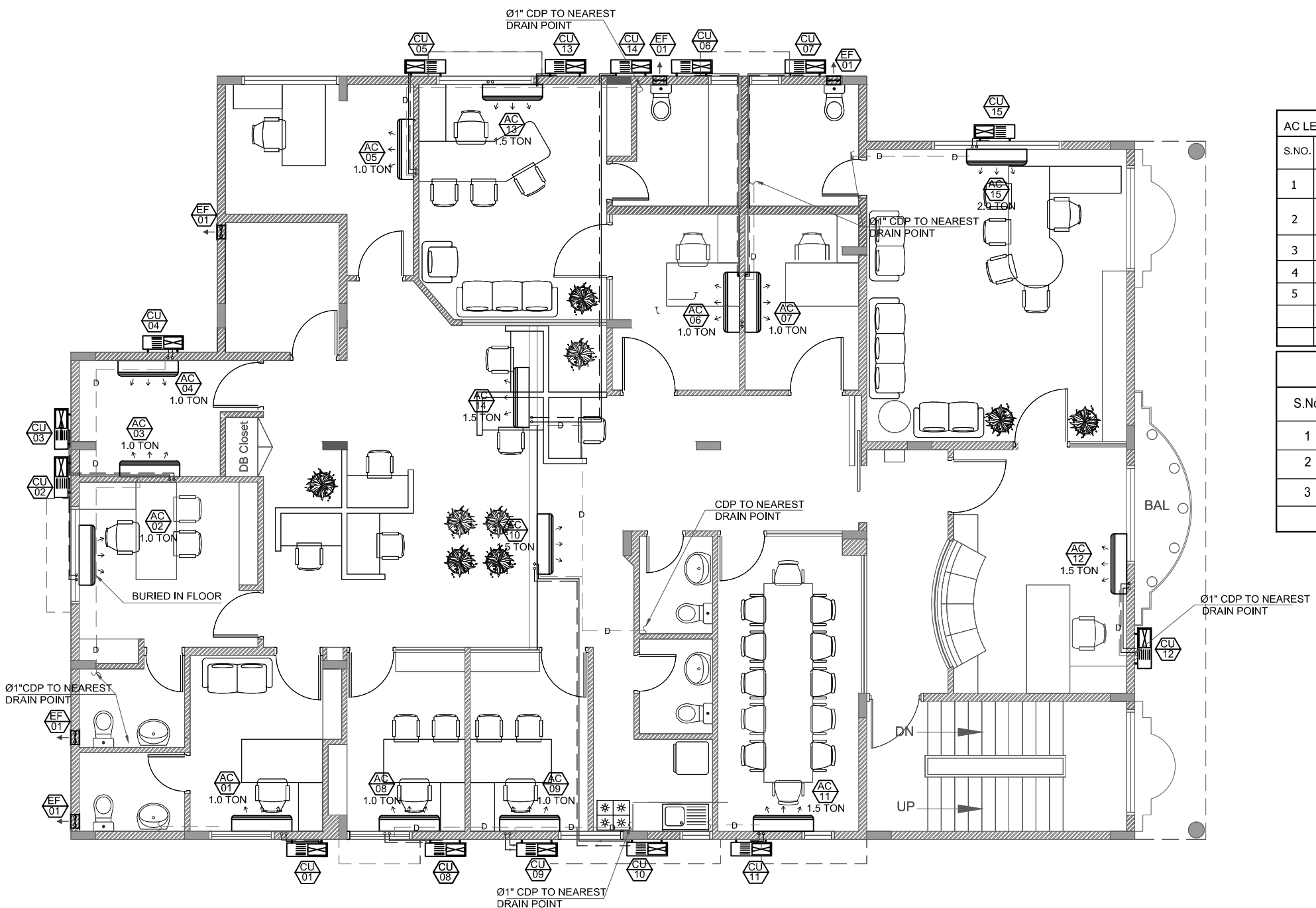
DRAWING NO:
AC - 3

PROJECT CODE:
 98 / 2020

DATE:
 18-02-2021

DRAWN BY:
 M.I.

SCALE:
 1/8"=1'-0"



AC LEGEND			
S.NO.	SYMBOL	DESCRIPTION	MOUNTING
1		DC INVERTER SPLIT UNIT. (1.0 TON) (1.5 TON) (2.0 TON)	WALL
2		CONDENSING UNIT	WALL
3		REFRIGERANT PIPE (1/4" Insulation & Rapping With Tapping)	
4		DRAIN PIPE (UPVC) 1/4" With & Insulation Rapping With Tapping)	
5			

COPPER PIPING CHART		
S.No.	TON	COPPER PIPING
1	1.0 TON	½ " & ¼ "
2	1.5 TON	½ " & ¼ "
3	2 TON	¾ " & ⅝ "

TENDER DRAWING
DATE: 18-02-2021

DATE	REV.	REMARKS
180221	00	TENDER DRAWING

CONSULTANT:
A.S. CONSULTANTS
CONSULTING ENGINEERS (ELECTRICAL & MECHANICAL)
187-4, Block-2, P.E.C.H.S., Shaheed-Ul-Quaid, Karachi - 75400
Phone: 021-3438309-3463789 # e-mail: www.asconsultants.com
E-mail: info@asconsultants.com asconsultants@gmail.com

ARCHITECT:

ARCHITELIER
ARCHITECTURE ■ INTERIOR

PROJECT:
TRANS KARACHI

DRAWING TITLE:
**HVAC LAYOUT
FIRST FLOOR PLAN**

STAMP:
TENDER DRAWING

DRAWING NO.: **AC - 4**

PROJECT CODE: **98 / 2020** DRAWN BY: **M.I.**

DATE: **18-02-2021** SCALE: **N.T.S.**

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

FORM OF QUOTATION

Lot - 1: Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

_____ (Date)

To: TransKarachi _____ [Purchaser's Address]

We offer to execute the Contract for the Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of Air Conditioners and 100 KVA Diesel Generator Set at TransKarachi Corporate Office addressed at C-89, Block-2, Clifton Karachi, Pakistan in accordance with the **Contract Terms and Conditions** and the **Supply, Delivery, Installation, Earthing, Testing & Commissioning Schedules and Priced BOQ** accompanying this Quotation for the Contract Price of Pak Rupee _____, [amount in words] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time stipulated in the draft 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 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 07 days from receipt.

Name of Purchaser : TransKarachi
Authorized Signature : _____
Name of Signatory : Wasif Ijlal
Title of Signatory : Chief Executive Officer
Date : _____

FORM OF QUOTATION

Lot - 2: Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

_____ (Date)

To: TransKarachi _____ [Purchaser's Address]

We offer to execute the Contract for the Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of Air Conditioners and 100 KVA Diesel Generator Set at TransKarachi Corporate Office addressed at C-89, Block-2, Clifton Karachi, Pakistan in accordance with the **Contract Terms and Conditions** and **Supply, Delivery, Installation, Testing & Commissioning Schedules and Priced BOQ** accompanying this Quotation for the Contract Price of Pak Rupee _____, [amount in words] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time stipulated in the draft 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 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 07 days from receipt.

Name of Purchaser : TransKarachi
Authorized Signature : _____
Name of Signatory : Wasif Ijlal
Title of Signatory : Chief Executive Officer
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.]

CONTRACT AGREEMENT

Name of Country: PAKISTAN

Project Name: Karachi Bus Rapid Transit Red Line Project

Name of Contract: Procurement of Goods for TransKarachi Corporate Office.

Mentioned either of one for which the contract is made. Separate contract is to be signed for each lot

Lot-1: Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of 100 KVA Diesel Generator Set at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

Lot-2: Supply, Delivery, Installation, Testing & Commissioning of Air Conditioners at TransKarachi Office addressed at C-89, Block-2, Clifton Karachi

Contract Number: KBRT-AC & Goods-Gen-01

This Contract is entered into on ____ day of _____, _____, between TransKarachi (hereinafter called "the Purchaser") on the one part, and _____ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation Supply, Transportation, Delivery, Installation, Earthing, Testing & Commissioning of Air Conditioners and 100 KVA Diesel Generator Set at TransKarachi Corporate Office addressed at C-89, Block 2, Clifton, Karachi, Pakistan in accordance with the **Contract**, and has accepted the Quotation submitted by the Supplier in the amount of [amount in figures] _____ [amount in text] _____ hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. **Form of Quotation, with Supply, Delivery, Installation, Testing & Commissioning Schedules and Priced BOQ;**
 - b. **Contract Terms and Conditions;** and
 - c. **Manufacturer's Technical Specifications/Catalogues/Brochures etc.**
2. 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.
3. 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 Pakistan on the date indicated above.

Signature and seal of the Purchaser:

Signature and seal of the Supplier:

For and on behalf of
Name of Authorized Representative

For and on behalf of
Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: Karachi Bus Rapid Transit Red Line Project;

Purchaser: TransKarachi

Contract No: KBRT-Goods-AC & Gen-01

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 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 price/s indicated in the Form of Quotation and BOQ are firm and fixed and not subject to any adjustment during contract performance. The quoted rates & prices have no relation with Dollar Exchange Rate.

7. Delivery Schedule

7.1 The delivery should be completed within 15 days from the date of signing of contract.

8. Installation, Testing & Commissioning

8.1 Complete installation including Earthing, Testing (for at least 02 hours or more as required) & Commissioning must be done at Site after Delivery to the satisfaction of MEP Consultant/ Employer

9. Required Technical Specifications to be submitted by the Supplier (with attachments)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

The Supplier confirms compliance with above specifications.

10. Delivery and Documents

10.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) Manufacturer's or supplier's warranty certificate; and
- (c) Certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

11. Taxes and Duties

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

12. Payment

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

- (a) 20% within 14 days of signing the Contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/ delivery post any FAT.
- (b) 80% subjected to successful Supply, transportation, installation, earthing, testing, and commissioning at site TransKarachi Office C-89, Block-2, Clifton, Karachi upon submission of Supplier's claim supported by all the required documents.

13. Warranty

13.1 Goods offered should be covered by manufacturer's warranty for at least 24 months from the date of delivery to the Purchaser.

14. Defects

14.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day 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: TransKarachi Corporate Office
Address: C-89, Block 2, Clifton, Karachi, Pakistan

15. Resolution of Disputes

15.1 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 law of Pakistan.

16. Failure to Perform

16.1 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

17.1 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

18.1 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

19.1 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

20.1 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.