

**RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

**REQUEST FOR PROPOSALS (RFP)**

**for**

**PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

**Tender No. TPC/OPS/S/Security/2021-22/002**

Date: December 10, 2021

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

## SECTION 1 - DEFINITIONS

1.1.1 The following words or terms shall have the following meanings in this Request for Proposals:

**Affiliate** means a corporation or entity effectively under the Control of, or in Control of, a Bidder or associated with a Bidder under common ownership and Control;

**Bidder** means a legal entity and includes a firm, company, partnership, corporation, which participates in the Bidding Process;

**Bid Bond** has the meaning given to it in paragraph;

**Bidding Process** or **Bidding** means the process beginning from the publication of the Request for Proposal until the signing of the Service Agreement.

**BRT** means a flexible, rubber-tired rapid transit mode that combines stations, bus stops, vehicles, services, running ways, and technological elements into an integrated system.

**Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices, and Undesirable Practices** have the meanings given to them in paragraph 8.4

**Control** means, for purposes of defining an Affiliate, the power to direct or cause the direction of the management policies of a body corporate. whether through:

ownership of at least fifty per cent (50%) plus one share of the outstanding voting shares or (ii) ownership of at least twenty per cent (20%) of the outstanding voting shares and (a) possession of at least fifty per cent (50%) plus one share of the voting rights through voting trust or other voting agreements entered into at least one year before the Proposal Submission Date or (b) the ability to elect a majority of the members of the Affiliate's board of directors. In determining ownership by a corporation of the shares of another corporation, shares held both directly and indirectly will be counted. If the Bidder or Consortium Member was incorporated only within the last six (6) months, then the requirement herein that the voting trust or other voting agreement should have been entered into at least one (1) year before the Proposal Submission Date, will not be applicable.

**KPPRA** means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

**Net Worth** means total assets minus total liabilities.

**Procurement Rules** means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014.

**Proposal** means the bid submitted by a Bidder for the provision of the Required Services.

**Proposal Submission Date** means the date specified as such in paragraph 5.2.1.

**Required Services** has the meaning given to it under Section 4 and in the Service Agreement.

**Service Agreement** means the service contract to be entered into between TransPeshawar and a Winning Bidder.

**TransPeshawar (The Urban Mobility Company) or "TransPeshawar Company" or "TPC"** means the entity responsible for BRT project design, procurement, implementation, and ongoing BRT operations and management of service contracts, a public Company (Section 42 Company) registered on February 09, 2017, with Security Exchange Commission of Pakistan with address:

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

TransPeshawar (The Urban Mobility Company), First (1<sup>st</sup>) Floor, KPUMA Building Main BRT Depot Chamkani, Peshawar, Khyber Pakhtunkhwa, Pakistan.

**Winning Bidder** means the Lowest Financial responsive bidder meeting the qualification requirement as determined by TransPeshawar Company.

## SECTION 2 – NOTICE

### 2.1 Introduction

- 2.1.1 This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in competitive bidding to procure the Required Services.
- 2.1.2 This RFP is being issued to the Bidders by TransPeshawar Company, a public agency under the Government of Khyber Pakhtunkhwa.

### 2.2 Disclaimer

- 2.2.1 No employees or consultants of TransPeshawar Company:
  - (a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Peshawar Sustainable BRT Corridor System; or
  - (b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Sustainable BRT Corridor System.
- 2.2.2 The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.2.3 The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and the Procurement Rules, 2014.
- 2.2.4 The issuance of this RFP does not imply that TransPeshawar Company is bound to appoint a Winning Bidder or enter into a Service Agreement. TransPeshawar Company reserves the right to reject all or any of the Proposals received by assigning cogent reasons or otherwise discontinuing the Bidding Process at any time.

## SECTION 3 - PESHAWAR SUSTAINABLE BRT CORRIDOR SYSTEM DETAILS

### 3.1 Background

- 3.1.1 The Peshawar BRT system is an important part of the public transport system in Peshawar.
- 3.1.2 The total length of the BRT corridor is approximately 28.0 kilometers, with an at-grade section of approximately 12 kilometers and an elevated section of approximately 13 kilometers.
- 3.1.3 BRT services follow the "Direct-Service" concept. According to this concept, routes start outside the BRT corridor, join and then pass along the BRT corridor and leave the corridor at different stations according to their existing route. When running on the corridor, the BRT vehicles pick up passengers from BRT stations, and when running outside the BRT corridor, passengers board from curb-side BRT vehicle stops.

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

- 3.1.4 The system is an “open” BRT system, meaning that passengers validate and pay for their journey using their fare medium (e.g., a contactless smart card) via validators at the BRT vehicle doors.
- 3.1.5 BRT System is centrally monitored from Control Centre established at Chamkani.

## SECTION 4 – SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

### 4.1 Required Services

#### 4.1.1 Objectives

TPC requires Security Services for the KPUMA building / TransPeshawar Office on a round-the-clock basis, 24 hours per day, 7 days per week including Saturday, Sundays, and holidays, which is the subject of this RFP/ Agreement. The requirement of Personnel is as per Annex-B: Personnel Posts/Deployment Plan with eight hours shift attached with Agreement. It is the responsibility of the Service Provider to ensure full security of the KPUMA building and its surroundings and engagement of any additional Personnel in dispensing the required Services.

#### 4.1.2 Detailed Tasks

The area where Services are to be provided includes KPUMA Building (the area inside the boundary wall), the area starting from Park and Ride building to the boundary wall near the northern side bypass, Sewerage Treatment Plant, and outside area. The map and layout are attached as Annex-A with Agreement for illustration purposes.

Detailed Services which are required under this RFP/Services Agreement are mentioned in Appendix-A of the Service Agreement.

### 4.2 Qualification Requirement / Criteria

The bidder meeting the following criteria shall be considered qualified for consideration of financial price/offer/bid by submitting proof of Technical and Financial Capability:

#### 4.2.1 Technical Capability

- (a) Firm/company registered with Registrar of Firm or SECP;
- (b) Registration of Company with Employment and Old Age Benefit Institute (EOBI)
- (c) Registration of Company with Employee Social Security Institute (ESSI)
- (d) Possessing a license issued by the Ministry of Interior, Government of Pakistan, or Home and Tribal Affairs Department of KP for provision of security services (Attach relevant license);
- (e) The service provider is not blacklisted from any provincial or federal public entity/department (In case of JV apply to all members). Bidder shall provide an affidavit of such undertaking on judicial paper;
- (f) the Bidder should have valid licenses for Klashankov/ 223;

## RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

(g) A certificate that is not in violation of any Law of Pakistan especially laws related to Labour Laws of Pakistan.

(h) Submission of Schedule 1 through 6 in conformity with prescribed templates.

### 4.2.2 Financial Capability

(a) Single Contract of Rs.10 Million in last three years;

(b) The average annual turnover of the last three (03) years is at least PKR.60 Million (Pakistani sixty Million). (Attach financial/audited statements of last three “03” years)

(c) Net worth for the last year calculated as the difference between total assets and total liabilities shall be positive;

(d) Registered with FBR and reflected on the Active Tax Payer List of FBR;

(e) Registered with KPRA for Sales Tax on Services (In case of JV mandatory of all members);

(f) Bid offer is not submitted in Violation of Personal Posts/Deployment Plan (Annex-B) and Labor Laws of Pakistan;

(g) Submission of Bid Bond to the amount of PKR. 200,000/- in the shape of Call Deposit Receipt (CDR) in favor of “Chief Executive Officer TransPeshawar”. The bid security shall be submitted from the account of the bidder who submits the bid;

## SECTION 5 - BIDDING PROCESS

### 5.1 Open competitive bidding

5.1.1 The bids are invited under national competitive bidding through the **Single Stage - One Envelope** bidding procedure.

### 5.2 Planning

5.2.1 This Request for Proposals introduces the Bidding Process for the procurement of Required Services. The overall planning for the Bidding Process is presented below:

Milestone	Party Responsible	Date/Deadline
Issuance of Request for Proposal (RFP)	TransPeshawar	10-12-2021
Clarification and Questions/Comments submission	Bidders	15-12-2021
Pre-Bid Meeting	TransPeshawar	16-12-2021 11:30 AM (PST)
Uploading of Pre-Bid Minutes	TransPeshawar	17-12-2021
Proposal Submission	Bidders	27-12-2021

## RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHAWAR OFFICE AT CHAMKANI

Deadline		02:30 PM (PST)
Notification of the results of the Evaluation and Appointment of Winging Bidder	TransPeshawar	Tentatively in January, 2022
Signing Date of Service Agreement and Compliance with other Requirements	Winning bidder and TransPeshawar	Tentatively in January, 2022

### 5.3 Information Sources

5.3.1 The primary sources of information provided to Bidders in relation to this Request for Proposals are:

- Request for Proposals (the current document);
- Service Agreement (attached to the current document);
- Pre-Bid Meeting as organized by TransPeshawar Company (cf. Section 5.4).

5.3.2 Bidders relying on information from other sources or the public domain do so at their own risk.

### 5.4 Pre-Bid Meeting

5.4.1 A Pre-Bid Meeting shall be organized by TransPeshawar Company to:

- Explain the project, the Bidding Process, and the Request for Proposals; and
- Provide an opportunity for Bidders to visit and inspect the existing infrastructure

5.4.2 The pre-bid meeting shall be organized at a date specified in Paragraph 5.2.1.

### 5.5 Questions and Answers on the Request for Proposals

5.5.1 The Bidders shall have the opportunity to ask questions concerning the Request for Proposals by the date specified in Paragraph 5.2.1. Questions can only be addressed by email to the following address:

Attention: Mr. Fayyaz Khan

Chief Executive Officer, TransPeshawar Company.

Email: [fayyazak@yahoo.co.uk](mailto:fayyazak@yahoo.co.uk) with cc to [khalil.ahmed@transpeshawar.pk](mailto:khalil.ahmed@transpeshawar.pk) and [rafaqat.ali@transpeshawar.pk](mailto:rafaqat.ali@transpeshawar.pk)

5.5.2 The Bidders' questions shall be treated anonymously.

5.5.3 TransPeshawar Company shall endeavor to respond to all clarification or information requests, however, requests received later than the date specified in Paragraph 5.2.1 would be left unanswered. Every such clarification delivered to Bidders shall be made in the form of an appendix to the Request for Proposals and shall, upon being issued, be sent in the shortest possible time to all Bidders. All such appendices shall automatically become an integral part of the Request for Proposals.

5.5.4 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

### 5.6 Submission of Comments on the RFP/ Service Agreement

## **RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

- 5.6.1 The Bidders shall have the opportunity to submit comments concerning the RFP/Service Agreement before or on the Comment Submission Date specified in paragraph 5.2.1. Comments shall be submitted in conformity with Schedule 6 and shall be sent by email to the address specified in paragraph 5.5.1. The Bidders' comments shall be treated anonymously.
- 5.6.2 TransPeshawar Company shall endeavor to respond to all comments and may decide to issue a revised RFP / Service Agreement taking some or all of the comments into consideration. Every such response and, if applicable, the revised RFP / Service Agreement shall, upon being issued, be sent in the shortest possible time to all Bidders.
- 5.6.3 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

### **5.7 Formation and Modification in the Composition of a Consortium**

- 5.7.1 Bidders cannot make Joint Venture / Consortium to meet the requirements of the Request for Proposal.

### **5.8 Rejection of Proposals**

- 5.8.1 TransPeshawar Company has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:
  - (a) The Proposal does not contain all elements defined in the instructions;
  - (b) The Proposal is not submitted before the Submission Deadline;
  - (c) The Bidder or the bank which has issued the Bid Bond is insolvent or in the process of liquidation or bankruptcy;
  - (d) The amount, format, or issuer of the Bid Bond does not meet the requirements; or
  - (e) TransPeshawar Company becomes aware of facts that can influence the free will of contractual parties.
- 5.8.2 The Proposal may also be rejected up until the signing of the Service Agreement, in case TransPeshawar Company concludes, in its discretionary right, that one of the following applies:
  - (a) The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to TransPeshawar Company in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
  - (b) There is evidence of collusion/joint agreement between Bidders;
  - (c) There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
  - (d) There is evidence that the Bidder is trying to gain an advantage over other Bidders in an incorrect manner; or
  - (e) The Financial Offer varies significantly from the estimate of TransPeshawar Company.
- 5.8.3 In the event of the rejection of a Proposal, TransPeshawar Company shall inform the relevant Bidder in a written form, in accordance with the applicable laws.

### **5.9 Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful.**

- 5.9.1 TransPeshawar Company reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, TransPeshawar Company will inform the Bidders.
- 5.9.2 The tender may be canceled at any time prior to the Submission Deadline at no cost to if TransPeshawar Company determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:

## **RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

- (a) Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal, or economically unviable; or
  - (b) Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 5.9.3 The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to TransPeshawar Company, if:
- (a) No Proposals have been submitted;
  - (b) The Proposals which have been submitted, in the opinion of TransPeshawar Company, do not meet the criteria, goals, and requirements of the Bidding Process; or
  - (c) The Winning Bidder refuses to sign the Service Agreement in the form offered by TransPeshawar Company.
- 5.9.4 In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Bidder shall be entitled to any claim whatsoever against TransPeshawar Company or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses, or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

### **5.10 Opening and Evaluation of Proposals**

- 5.10.1 The opening of the Proposals shall occur fifteen minutes after the Proposal Submission Deadline at the address indicated in paragraph 5.2.1. The Bidders may be represented, by not more than two (2) persons, at the opening of Proposals. Proposals for which a notice of withdrawal request has been submitted shall not be opened.
- 5.10.2 TransPeshawar Company shall evaluate the Proposals in accordance with the provisions of SECTION 7. TransPeshawar Company shall then inform all Bidders of the results in writing.

### **5.11 The signing of the Service Agreement**

- 5.11.1 The Winning Bidder shall receive an invitation in form of a Letter of Award from TransPeshawar Company with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winning Bidder shall, within seven (07) days of receipt of Letter of Award, furnish Performance Security in the shape of bank guarantee on a prescribed format on a yearly renewal basis or Demand Draft/Call Deposit Receipt to the amount of ten (10) % of Total Contract Price (Inclusive of Sales Tax on Services) in favor of Chief Executive Officer, TransPeshawar.
- 5.11.2 The TPC shall, after receipt of the Performance Security and Reserve Fund from the Winning Bidder, send the Service Agreement provided in the RFP, to the Winning Bidder. Within three (03) working days of the receipt of such Agreement, the Winning Bidder shall sign and date the Agreement and return it to TPC.
- 5.11.3 In the event of a withdrawal by a Winning Bidder or failure to submit Performance Security, TransPeshawar Company may invite the next Bidder to conclude a Service Agreement for the Required Services.
- 5.11.4 If a Bidder which was invited by TransPeshawar Company to sign a Service Agreement withdraws from the Bidding Process, the Bid Bond of the said Bidder shall be called by TransPeshawar Company and the next Bidder may be issued a Letter of Award.

## **SECTION 6 – INSTRUCTIONS TO BIDDERS**

### **6.1 General Terms that the Proposal Must Fulfil**

- 6.1.1 All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).



## RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

6.1.2 All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied by a notarized translation.

### 6.2 Proposal Package

6.2.1 The Proposal must be submitted in a single envelope containing relevant documentary evidence and financial quote under Single Stage – One Envelope Bidding Procedure.

6.2.2 The envelope must be properly sealed and must be marked with:

- (a) The name and the address of the Bidder;
- (b) The address of TransPeshawar Company as indicated in paragraph 6.3.1;
- (c) The warning: “Do not open before <insert Proposal Submission Deadline>”;
- (d) The wording: “Proposal for **PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI,**”

6.2.3 The Proposal must contain:

- (a) One (1) complete original set of the Proposal, clearly marked as “**ORIGINAL**”;
- (b) One (1) certified true copy clearly marked as “**COPY NO. \_\_**”; and
- (c) One (1) readable compact disc, flash disks, or flash drives containing an electronic copy of each Proposal document, in either Microsoft Word (.doc) or Portable Document Format (.pdf) format. (Optional)

6.2.4 In the event of any discrepancy between an original and the copies, the original shall prevail.

### 6.3 Submission of Proposal

6.3.1 The Proposal must be delivered to TransPeshawar Company on or before the deadline specified in Paragraph 5.2.1 at the following address:

Attention: Mr. Fayyaz Khan

Address: Chief Executive Officer, TransPeshawar.  
TransPeshawar (The Urban Mobility Company) Head Office, 1<sup>st</sup> Floor, Main BRT Depot, Near Northern By-pass, Chamkani Peshawar.

6.3.2 The Proposal must be submitted in person or via registered post mail or via courier, in a closed envelope. The Proposal shall be considered submitted upon physical receipt by TransPeshawar Company of the master envelope or any other evidence the TransPeshawar Company may deem fit. TransPeshawar Company may issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

### 6.4 Content of Proposal

6.4.1 The Proposal shall contain all components listed below. The Proposal shall be considered only on the basis of information provided in accordance with the below prescribed templates.

6.4.2 The Bidder must submit a **Business Structure** in conformity with Schedule 1

- (a) The Business Structure must be signed and dated by the Authorized Representative.
- (b) The Bidder must be a firm/company registered/incorporated with Registrar of Firms/Security and Exchange Commission of Pakistan.

6.4.3 The Bidder must submit **Proposal Submission Letter** in conformity with Schedule 2.

## RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

- (a) The Proposal Submission Letter must be signed by the Authorized Representative.
- 6.4.4 The Bidder must submit a **Financial Offer** in conformity with Schedule 3.
- (a) The Financial Offer must be signed and dated by the Authorized Representative.
- 6.4.5 The Bidder must submit an **Authority to Bid and Designation of Authorized Representative** in conformity with Schedule 4
- (a) The Authority to Bid and Designation of Authorized Representative must be signed and dated by the Corporate Secretary or equivalent officer of the Bidder (or, in case the Bidder is a Consortium, of the Consortium Members).
- 6.4.6 The bidder must submit the **Integrity Pact** in conformity with Schedule 5.
- (a) Integrity Pact must be signed and dated by the Authorized Representative.
- 6.4.7 The Bidder must submit a **Bid Bond** of Rs. 200,000/- in Shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of "**Chief Executive Officer, TransPeshawar**". The bid security shall be submitted from the account of the bidder who submits the bid;
- (a) The Bid Bond must be provided by the Bidder from Schedule Bank in Pakistan;
- (b) The Bid Bond can be claimed by TransPeshawar Company in case of:
- (i) Withdrawal from the Bidding Process between the Proposal Submission Date and the signing date of the Service Agreement;
  - (ii) Failed to submit Performance Security within the prescribed time;
  - (iii) Exclusion from the Bidding Process by TransPeshawar Company;
  - (iv) In case of any willful misconduct such as Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice, or Restrictive Practice.
- (c) Within seven (7) days after the submission of Performance Security by Winning Bidder, TransPeshawar Company shall release the Bid Bond to all Bidders. The Bid Bond of the Winning Bidder shall be released on the submission of Performance Security;
- 6.4.8 The **following documents** shall be submitted with the proposal:
- (i) Certificate of Registration or incorporation for a firm/company with the registrar of firms or SECP;
  - (ii) Certificate of Registration with FBR and reflected on the Active Tax Payer List of FBR;
  - (iii) Certificate of Registration with KPRA for Sales Tax on Services;
  - (iv) Certificate on Judicial Paper to the effect that the Service provider is not blacklisted by any provincial or federal public entity;
  - (v) A certificate that is not in violation of any Law of Pakistan especially laws related to Labour Laws of Pakistan.
  - (vi) Initials on RFP, Services agreements, and all its attachments as a token of acceptance of terms and conditions.

### SECTION 7 - EVALUATION

#### 7.1 Responsiveness Criteria

- 7.1.1 Prior to evaluation of Proposals, TransPeshawar Company shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) the Proposal is received by the Proposal Submission Deadline;

## **RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

- (b) the Proposal contains all the information in prescribed manner and on given formats (complete in all respects) as requested pursuant to this RFP;
- (c) the Proposal is determined as qualified in accordance with Qualification Requirement/Criteria as given under Clause 4.2 above; and
- (d) the Proposal does not contain any condition or qualification.

7.1.2 TransPeshawar Company reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by TransPeshawar Company in respect of such Proposal.

### **7.2 Evaluation**

7.2.1 The responsive proposals shall be evaluated in accordance with the requirement prescribed under qualification criteria. The responsive proposal meeting the qualification criteria as mentioned above shall be considered for comparison of financial offers. The bidder with Yearly Lowest Financial bid/offer shall be determined as the winning bidder and considered for award of contract. For the purpose of evaluation, a bid excluding Sales Tax on Services shall be evaluated.

### **7.3 Information**

7.3.1 Any information contained in the Application shall not in any way be construed as binding on TransPeshawar Company, its agents, successors, or assigns, but shall be binding against the Bidder if any contract is subsequently awarded to it under the Bidding Process on the basis of such information.

### **7.4 Clarification**

7.4.1 TransPeshawar Company may, at its sole discretion, seek clarifications and ask for supporting documents from any Bidder regarding its Proposal. Such clarification(s) must be provided within the time specified by TransPeshawar Company for this purpose. Any request for clarification(s) and all clarification(s) must be sent by email, at the address specified in paragraph 5.5.1.

7.4.2 If a Bidder does not provide clarifications sought under paragraph 7.4.1 within the prescribed time, its Proposal may be rejected. In case the Proposal is not rejected, TransPeshawar Company may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of TransPeshawar Company.

## **SECTION 8 - GENERAL MATTERS**

### **8.1 Responsibility of Bidders**

8.1.1 Notwithstanding any information given in the RFP and any additional communication from TransPeshawar Company, including supplemental notices and bid bulletins, it is the sole responsibility of any Bidder to:

- (a) be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
- (b) examine all the bidding documentation, including all instructions, annexes, forms, schedules, terms, specifications, and drawings; and
- (c) familiarize itself with all existing laws, decrees, acts, rules, and ordinances of the Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

### **8.2 Confidentiality**

8.2.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TransPeshawar Company in relation to or matters arising out of, or concerning the Bidding Process.

## RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

8.2.2 TransPeshawar Company shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

8.2.3 TransPeshawar Company shall not divulge any such information unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or TransPeshawar Company.

### 8.3 Proprietary Data

8.3.1 All documents and other information supplied by TransPeshawar Company or submitted by a Bidder to TransPeshawar Company shall remain or become the property of TransPeshawar Company.

8.3.2 Bidders must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for the preparation and submission of a Proposal.

8.3.3 TransPeshawar Company will not return any Proposal or any information provided along therewith.

### 8.4 Fraud and Corruption

8.4.1 It is TransPeshawar Company policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

8.4.2 In pursuit of this policy, TransPeshawar Company:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. **Coercion** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process or affect the execution of the Service Agreement.
- ii. **Collusion** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.
- iii. **Corrupt Practice** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion, or coercion, which involves threats of injury to a person, property or reputation.
- iv. **Fraudulent Practice** means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Bidders (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- v. **Restrictive Practice** means any act, scheme, plan, or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool, and the like or arriving at any understanding or arrangement among Bidders, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.
- vi. **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by TransPeshawar Company with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

(b) will exclude from the Bidding Process any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and

## **RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

- (c) will denounce to relevant authorities any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being canceled and/or such Bidder incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.

### **8.5 Governing Law and Rules**

- 8.5.1 The provisions of the Islamic Republic of Pakistan shall govern all matters relating to this RFP.

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

## Schedule 1

### Business Structure (Firm/company)

Name of Bidder: \_\_\_\_\_

#### Contact Information of Bidder:

Address	
Website	
Contact Person	
Telephone	
Fax	
Email	

For and on behalf of (*Name of Bidder:* \_\_\_\_\_)

(*signature of Authorized Representative*)

\_\_\_\_\_

(*name, title, and date*)

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

## Schedule 2

### Proposal Submission Letter

To be submitted by the Bidder on official letterhead

I, \_\_\_\_\_(name), Pakistani, of legal age, with office address at \_\_\_\_\_(address), as Authorized Representative of \_\_\_\_\_(name of Business/firm/company/ consortium), hereby certify for and on behalf of \_\_\_\_\_(name of Business/firm/company/consortium) that:

1. \_\_\_\_\_(name of Bidder) is bidding for the provision of the Required Services for Peshawar Sustainable BRT Corridor System and hereby submitting its Proposal, which shall remain valid and binding upon \_\_\_\_\_(name of Bidder) for a period of one hundred eighty (180) days from the Proposal Opening Date;
2. \_\_\_\_\_(name of Bidder) confirms that all statements made and the information and documents provided in its Proposal, including statements made by all Members, their Affiliates and proposed Subcontractors, are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification;
3. \_\_\_\_\_(name of Bidder) authorizes TransPeshawar Company to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; \_\_\_\_\_(name of Bidder) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
4. \_\_\_\_\_(name of Bidder) acknowledges the right of TransPeshawar Company to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
5. \_\_\_\_\_(name of Bidder), including all Members, their Affiliates and proposed Subcontractors, have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
6. \_\_\_\_\_(name of Bidder) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against TransPeshawar Company inconvenient the Bidding Process; and
7. \_\_\_\_\_(name of Bidder) acknowledges that TransPeshawar Company is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that TransPeshawar Company will suffer serious and irreparable damage on account of any breach by \_\_\_\_\_(name of Bidder) of these undertakings, and agree that the breach of these undertakings shall result in \_\_\_\_\_(name of Bidder)'s automatic disqualification from the Bidding Process.

For and on behalf of \_\_\_\_\_(name of Bidder)

(signature of Authorized Representative)

\_\_\_\_\_

(name, title, and date)

**RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

**Schedule 3**

**Financial Offer**

*To be submitted by the Bidder on official letterhead*

I, \_\_\_\_\_ (name), Pakistani, of legal age, with office address at \_\_\_\_\_ (address), Authorized Representative of \_\_\_\_\_ (Business/firm/company), hereby declare for and on behalf of \_\_\_\_\_ (name of Business/firm/company) that:

1. \_\_\_\_\_ (name of Bidder) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
2. \_\_\_\_\_ (name of Bidder) has examined the Site Location and made all due diligence in estimation of costs and Risks envisioned under the Agreement;
3. \_\_\_\_\_ (name of Bidder) hereby submits its Financial Offer, for undertaking the Service Agreement, which shall remain valid and binding upon (-----name of Bidder-----) for a period of one hundred eighty (180) days from the Proposal Opening Date; and
4. Total yearly offered bid price by \_\_\_\_\_ (name of Bidder) is of an amount of (amount in words & integer) Pakistani Rupees (including Sales Tax on Services).

S/ No.	Description of Service	Proposed Quantity of Personnel in accordance with Personnel Posts/Deployment Plan including reserve/ reliever/ replacement, contingencies and in compliance with Labor Laws of Pakistan (A)	Monthly Service Price in PKR without Sales Taxes but including all other taxes (B)	Applicable Sales Tax on services in PKR (C)	Monthly Service Price in PKR with Sales Taxes (B+C)
1	Provision of Security Services for TransPeshawar Office at Chamkani in accordance with Personnel Posts/Deployment Plan including reserve/ reliever/ replacement, contingencies and in compliance with Labor Laws of Pakistan as mentioned in RFP, Service Agreement, Appendixes, Annexures, etc.				



**RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

For and on behalf of \_\_\_\_\_ (*name of Bidder*)

*(signature of Authorized Representative)*

\_\_\_\_\_

*(name, title, and date)*

**RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

**Schedule 4**

**Authority to Bid and Designation of Authorized Representative (partnership/corporation)**

*To be submitted by a Bidder which is a partnership or corporation*

I, \_\_\_\_\_ (*Corporate Secretary or equivalent officer*), hereby depose and state that:

I am a citizen of the (*Islamic Republic of Pakistan*), of legal age, and a resident of (*Pakistan*);

I am the duly elected (*Corporate Secretary or equivalent officer*) of \_\_\_\_\_ (*name of Bidder*), a (*corporation/partnership*) organized and existing under and by virtue of the laws of (*Pakistan*);

At a regular/special meeting of the Board of Directors/Partners of the Firm, held on \_\_\_\_\_ (*date*) at \_\_\_\_\_ (*place*), in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

That \_\_\_\_\_ (*name of Bidder*) be, and is, authorized to participate in the Bidding Process and to bid for the provision of the Required Services for TransPeshawar Company;

That \_\_\_\_\_ (*name of Representative*) be and is hereby appointed as the authorized representative of the Bidder during the Bidding Process, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Bidder; and

That any and all acts done and/or performed by \_\_\_\_\_ (*name of Representative*) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended, or modified and remain valid and binding on the Bidder;

That the above resolutions are in accordance with the records of the Bidder.

For and on behalf of \_\_\_\_\_ (*name of Bidder*)

(*signature of Corporate Secretary or equivalent officer*)

\_\_\_\_\_

(*name, title, and date*)

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

## Schedule 5

### Affidavit of Integrity Pact

#### DECLARATION OF FEES, COMMISSIONS, AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

\_\_\_\_\_ [Name of Bidder] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege, or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider] represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK, except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ [Name of Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_ [Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege, or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoKPK under any law, contract, or other instruments, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

# RFP FOR PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI

## Schedule 6 Comment Form

Name of Bidder: \_\_\_\_\_

Individual Clarification Meeting requested: Yes / No

### Comment 1

Subject	
Location in RFP (clause and page number)	
The original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

### Comment 2

Subject	
Location in RFP (clause and page number)	
The original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

Dated as of the  
..... of -----, 2022

**TransPeshawar (The Urban Mobility Company)**

**AND**

.....

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**SERVICES AGREEMENT  
FOR THE  
PROVISION OF SECURITY SERVICES FOR TRANSPESHWAR OFFICE AT CHAMKANI**

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## SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this..... day of -----, 2022 (“this Agreement”),

### BY & BETWEEN

**TransPeshawar (The Urban Mobility Company) (“TPC”)**, a company existing under the laws of Pakistan, has its registered office Near Peshawar BRT Depot (Near Northern Bypass), GT Road, Peshawar, (hereinafter referred to as “**the Company or TPC**”, which expression shall, where the context so admits, be deemed to include its authorised representatives, successors in interest, executors and permitted assigns) of the **First Part**;

### AND

<Insert name of Firm/Company>, a company incorporated in [.....], with company registration no. [.....] and whose registered address is at [.....] (hereinafter referred to as “**the Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns) of the Other Part.

(All capitalised terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

### RECITALS

#### WHEREAS:

- A. TPC is a corporate entity established by the Government of Khyber Pakhtunkhwa, Pakistan responsible for the design, procurement, implementation, and ongoing BRT operations in the Peshawar BRT System. TPC intends to hire a Service Provider for the “**Provision of Security Services for TransPeshawar Office at Chamkani**” and other related activities (hereinafter the “Services”). TPC intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as part of the Agreement.
- B. The Service Provider has submitted a bid to TPC with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental to the provision of Services, and that it is in a position to provide the Services in a more effective and efficient manner whereby the TPC’s Services and other related activities can be achieved in a more timely and efficient manner (hereinafter referred to as the “Service Provider’s Representation”).
- C. Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to TPC for the provision of Services and TPC, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

### ARTICLE – I DEFINITIONS & RULES OF INTERPRETATION

#### 1.1. DEFINITIONS:

In this Agreement, the capitalised terms shall, unless otherwise specified, have the meaning ascribed to them as under:

- 1) “**Additional Service Notice**” shall have the same meaning ascribed to it in Clause 3.5 of this Agreement.

- 2) “**Agreement**” shall mean this agreement between TPC and the Service Provider, as amended from time to time.
- 3) “**Breach**” shall have the same meaning ascribed to it in Clause 10.1.
- 4) “**Charges**” shall have the same meaning ascribed to it in Article 4.1.
- 5) “**Commencement Date**” means the date on which the Services shall commence as notified by TPC by way of Service Notice.
- 6) “**Contract Price**” means annual Charges paid under the Agreement for the Term in return for the Services and includes Sales Tax on Service.
- 7) “**TPC’s Representative**” shall mean the person or persons appointed by TPC from time to time as its representatives by virtue of the Instructions.
- 8) “**Consents**” shall mean all approvals, consents, authorisations, notifications, concessions, acknowledgments, licenses, permits, decisions, or similar items required to be obtained under the Laws of Pakistan.
- 9) “**Service Provider’s Representation**” shall have the same meaning ascribed to it in Recital B of this Agreement.
- 10) “**Service Provider’s Representative**” shall mean the person or persons appointed by the Service Provider from time to time as its representative to receive the Instructions and other correspondence from TPC.
- 11) “**Day**” shall mean the time from 0000hours to midnight according to the Pakistan Standard Time.
- 12) “**Effective Date**” shall mean the date of signature on the agreement.
- 13) “**Instructions**” shall mean the instructions and directions given by TPC from time to time to the Service Provider for the purposes of this Agreement and which shall become an integral part of this Agreement.
- 14) “**Licence**” means any license, consent, or permit required by the Service Provider from the Government of Pakistan or Government of Khyber Pakhtunkhwa or as the case may be to enable it to provide the Services under the Agreement.
- 15) “**Liquidated Damages**” means the amounts to be deducted from the monthly invoice of Service Provider pursuant to particular service level failures as set out in the Operational Specification Schedule / Services.
- 16) “**Laws of Pakistan or Applicable Laws**” shall mean the Constitution of the Islamic Republic of Pakistan, 1973, the federal, provincial and local laws of Pakistan, including all orders, rules, regulations, statutory rules and regulatory orders “S.R.O.’s”, executive orders, decrees, policies, judicial decisions, notifications, guidelines, or other similar directives issued pursuant thereto, as any of the foregoing may be in effect or amended from time to time, including, without limitation, the labour laws of Pakistan.
- 17) “**Monthly Invoice**” shall mean an invoice on letterhead of the Service Provider to be raised in a month against Services.
- 18) “**Parties**” shall mean collectively TPC and the Service Provider and the term “Party” shall mean any one of them, as the context so requires.
- 19) “**Personnel**” shall mean the personnel employed or otherwise engaged by the Service Provider to perform the Services hereunder.
- 20) “**PKR**” shall mean the official currency of Pakistan and the term “Rupees” shall mean accordingly.
- 21) “**Quality & Delivery Requirements**” shall have the meaning ascribed to it in Clause 3.4 of this Agreement.
- 22) “**Services**” shall mean the services (including the additional services where applicable) which are set out in Appendix – A of this Agreement and shall have the same meaning ascribed to it in Recital A of this Agreement.
- 23) “**Term**” shall have the same meaning ascribed to it in Clause 2.4.

- 24) **“TransPeshawar Office or KPUMA Building”** means area starting from Park and Ride Boundary wall till Boundary wall on northern bypass side and includes KPUMA Building, Sewerage Treatment Plant area, Parking area, and facilities therein.
- 25) **“TPC”** means TransPeshawar (The Urban Mobility Company)
- 26) **“Uniform”** means the uniform to be worn by those Personnel of the Service Provider required to fulfill their duties in view of members of the public, as prescribed in the Operational Specifications Schedule and includes the name tag issued to each Personnel by Service Provider.

**1.2. RULES OF INTERPRETATION:**

Save to the extent that the context or the express provisions of this Agreement otherwise requires:

- (i) Words importing the singular include the plural and vice versa.
- (ii) Headings and sub-headings shall not be deemed parts of this Agreement and shall not be taken into consideration in the interpretation or construction hereof.
- (iii) References to Articles, Clauses, Sub-Clauses, Schedules, and Annexes shall be construed as references to articles, clauses, sub-clauses, schedules, and annexes of this Agreement unless otherwise stated.
- (iv) References to: (a) natural persons include reference to corporate bodies; (b) persons include their successors and any permitted transferees, assigns, and legal heirs; (c) dates and periods relate to the Gregorian calendar; and (d) one gender including neuter shall include reference to all genders.
- (v) Where the words “include” or “including” appear they are to be construed without limitation.
- (vi) All references to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates, or replaces the same and shall include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.
- (vii) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.
- (viii) a reference to a gender includes the other genders;
- (ix) This Agreement shall be read as a whole for the purposes of interpretation. However, in the event of any inconsistency among different provisions of this Agreement and its Annexes, or other documents which form an integral part of this Agreement, the terms of the Agreement shall prevail.

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 THE REMAINING PROVISIONS TO CONTINUE ON THE NEXT PAGE  
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**ARTICLE – II**  
**TERM OF THE AGREEMENT**

- 2.1 The defined words and expressions set out in Clause 1.1 [Definitions] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause 1.2 [Rules of Interpretation] hereof shall apply to the Agreement.
- 2.2 In the event of any inconsistency between the provisions of the body of this Agreement and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:
- a) Appendix-A [Operational Specifications Schedule/ Services];
  - b) the body of this Agreement, including Article-I;
  - c) Letter of Award;
  - d) Appendix-B [Charges]; and
  - e) Appendix-C [Company Policies].
- 2.3 Effect of this Agreement  
The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.
- 2.4 Commencement of the Services and Term  
The Service Provider shall provide the Services from the Commencement Date until the Termination Date. Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of one (01) years commencing from the Commencement Date or other such times agreed between Parties.
- 2.5 This Agreement shall come into full force and effect on the ..... day of -----, 2022 and shall remain in full force and effect up to ..... , 2022 (hereinafter, “the Term”), unless terminated earlier in terms of Article X.

**ARTICLE – III**  
**THE SERVICES**

- 3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider’s industry and employ required software, Uniform, weapon, equipment, and methods, and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.
- 3.2 The Service Provider understands and agrees that TPC has relied upon the Service Provider’s Representation and that the Service Provider shall be principally responsible for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.
- 3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to TPC, as per the description set out in Operational Specification Schedule - **Appendix A** of this Agreement. The Services being provided by the Service Provider shall, in addition to the requirements and description set out in **Appendix A**, comply with the professional standards in the Service Provider’s industry, the TPC’s express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed (hereinafter the “**Quality & Delivery Requirements**”) and the Service Provider’s Representation.
- 3.4 SPECIFIC OBLIGATIONS RELATING TO QUALITY & DELIVERY REQUIREMENTS**
- 3.4.1 The Service Provider, in order to specifically comply with the Quality & Delivery Requirements and **Appendix A**, shall, in addition to and without prejudice to its other obligations under this Agreement, comply with the following:

- a) By the fifth (5<sup>th</sup>) day of each month, the Service Provider shall submit performance reports to TPC Representative, or as instructed by TPC from time to time. The performance reports shall, amongst other matters, include the details and specifications of the Services performed by the Service Provider in the preceding month and the timelines in which the Services and/or additional services, in the preceding month, have been completed. In the event that TPC, at its sole discretion, is of the opinion that the Services do not comply with **Appendix A**, the Quality & Delivery Requirements, and/or any other requirements as per the laws of Pakistan, TPC shall have a right to deduct the relevant payments or impose Liquidated Damages, due to the Service Provider, in respect of such Services and/or additional services. The Service Provider shall re-perform the Services, if possible, without any cost to TPC whatsoever, to the complete satisfaction and acceptance of TPC.
- ii) Without prejudice to the TPC's rights set out in Clause a) above, the Service Provider acknowledges and agrees that TPC has the right to evaluate the performance of the Service Provider in accordance with the evaluation procedure set out in **Article-VI**.

### 3.5 ADDITIONAL SERVICES

- 3.5.1 During the Term of the Agreement, TPC may require the Service Provider to provide additional services. For the purposes of obtaining the additional services from the Service Provider, TPC's Representative shall, from time to time, in the form of a letter on TPC's official letterhead addressed to the Service Provider's Representative, specify the information in respect of a particular additional Service required by TPC (hereinafter, "the **Additional Service Notice**").
- 3.5.2 Within Fifteen (15) Days from the date of each of the additional Services Notices, the Service Provider shall ensure the provision of the additional services in an efficient manner and within the timelines and quality requirements as set out in the Instructions.
- 3.5.3 In respect of the additional services, TPC shall issue separate Instructions in respect of the quality and specifications of the additional services and the timelines in which the additional services are to be completed. The Parties shall amend Appendix A of this Agreement as and when TPC requires the additional services and such amendment shall reflect the complete description and the specifications of the additional services. Without prejudice to the provisions of this Clause 3.5 the requirements, in respect of the submission of monthly performance report, TPC's right to penalise the Service Provider and TPC's right of evaluation shall apply equally in respect of the additional services.
- 3.5.4 In the case of Additional Services, the Charges of Additional Services shall be in accordance with the procedure defined in **Appendix-B**.

### 3.6 GENERAL OBLIGATIONS

Without prejudice to the above-stated provision of **Article III** of this Agreement, the Service Provider shall:

- 3.6.1 provide the Services and/or additional services in a professional and efficient manner and to the highest standard and with all due care, speed and diligence and using all reasonable skill and care in the performance thereof and in accordance with the terms and conditions of this Agreement.
- 3.6.2 ensure that the Services and/or additional services are performed in accordance with any agreed timetable as may be set out in the Instructions and in accordance with Clause 3.4 of this Agreement. If no such timetable is set out, then the Services shall be performed within a reasonable time, consistent with good practice in the Service Provider's industry standards internationally.
- 3.6.3 at all times act in the best interest of TPC and will in all aspects diligently and faithfully observe all directions of TPC.

- 3.6.4 ensure that sufficient time is devoted to providing the Services to meet its obligations under this Agreement.
- 3.6.5 ensure that each member of the Personnel shall perform the Services diligently and use due skill and care in the exercise thereof.
- 3.6.6 be solely responsible to ensure that all Services rendered in terms of this Agreement are of objectively acceptable quality.
- 3.6.7 keep orderly records of all Services performed in relation to this Agreement and shall at the TPC's request make such records available for inspection by TPC and/or provide copies to TPC.
- 3.6.8 attend all teleconferences as TPC may reasonably request and shall prepare and submit regular progress reports as may be required by TPC from time to time without any cost to TPC.
- 3.6.9 comply with the Instructions of TPC given from time to time.

### **3.7 COMPLIANCE WITH COMPANY POLICIES**

- 3.7.1 The Service Provider hereby represents and warrants that it has obtained updated copies of all relevant TPC policies and procedures, included but not limited to the Environmental Health & Safety Policy, the Standards of Business Conduct, and the Security Policy (also appended herewith as **Appendix C**). The Service Provider further represents that he fully understands the relevant TPC policies and procedures and shall ensure complete compliance with such policies and procedures in the provision of the Services and/or additional services.
- 3.7.2 The Service Provider shall after each calendar year, if the Agreement is extended, during the term of this Agreement, provide a written certificate evidencing the Service Provider's compliance with the relevant TPC policies and procedures. In the event TPC is of the view that the Service Provider has failed to comply with the relevant policies and procedures, then such non-compliance shall be considered a material breach of the Agreement and shall entitle TPC to claim any and all damages suffered by TPC, due to the Service Provider's non-compliance, and/or to terminate this Agreement with immediate effect.
- 3.7.3 All actions, activities, consents, approvals, and other undertakings of the Service Provider in this Agreement shall be performed in a reasonable and timely manner, it is expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Clause 3.7 the normal standards of performance within the service industry in the relevant market shall be the measure.

## **ARTICLE – IV PAYMENT OF CHARGES & TAXES**

- 4.1** CHARGES: The price for the purposes of this Agreement for Services and/or the additional services shall be in accordance with the charges set out in **Appendix-B** (hereinafter, “the **Charges**”).
  - 4.1.1 All amounts to be claimed by the Service Provider and to be paid by TPC for the Services performed by the Service Provider in terms of this Agreement shall be made against invoices to be raised by the Service Provider each month (hereinafter, “the **Monthly Invoices**”).
  - 4.1.2 The Charges shall remain unchanged for the entire Term of this Agreement except with an increase in the minimum wage, provided that any changes in the Charges shall only be made after the mutual agreement, in writing, between the Parties in respect of such change in Charge and procedure as defined in **Appendix-B**.
- 4.2** All payments of Charges to be made by TPC to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service

Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.

- 4.3 TPC shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by TPC, pending resolution of such dispute in accordance with this Agreement.
- 4.4 TPC shall be entitled to deduct any amounts payable by Service Provider to TPC including Liquidated Damages.
- 4.5 To the extent that the Services or any additional activities and/or services offered by the Service Provider pursuant to this Agreement are taxable, the Service Provider agrees to bear all Applicable taxes, charges, duties, and/or tariffs by itself (Except Sales Tax on Services) and, upon request from TPC, provide proof that such obligations have been satisfied in full.
- 4.6 The Sale Tax on Services shall be paid by TPC. However, the Applicable Sale Tax Invoice shall be submitted by Service Provider in accordance with Law of Pakistan. The notified Sales Tax rates may be amended from time to time by the Government. Any changes in the rate of notified Sales Tax will be incorporated in the invoice based on the already agreed Net amount of services.
- 4.7 The payment by TPC of any Charges against invoices shall not be deemed to be approval and/or acceptance by TPC of any work/Services or matters in respect of which such invoice is issued and will be without prejudice to the TPC's rights and remedies under this Agreement or at law or in equity in respect of any failure or delay on the part of the Service Provider to perform its obligations.

#### **ARTICLE – V PERSONNEL**

- 5.1 The Service Provider shall ensure that during the entire currency of this Agreement, it has a proper structure in place for the proper and timely performance of the Services in terms of this Agreement. The Service Provider shall ensure that the Services are carried out by the Personnel on a day to day basis as per the timetable communicated by TPC to the Service Provider from time to time.
- 5.2 The Service Provider shall be responsible and accountable to TPC, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.
- 5.3 The Service Provider is an independent entity and the Personnel shall be the Service Provider's employees and not those of TPC. The Service Provider agrees to and does hereby accept full and exclusive liability, as between the Service Provider and TPC, for the payment of all amounts including, but not limited to, the payments of all wages, commissions, insurances, site allowances, or other remuneration whatsoever to the Personnel and for the payment of any and all taxes, contributions for unemployment insurance, old-age pensions, workmen's compensation, gratuities or any other benefits or taxes under the applicable Laws of Pakistan which may be granted or imposed on such persons by any of the Federal, Provincial, municipal or other authorities. The Service Provider hereby indemnifies and agrees to hold harmless TPC, its director, officer, and its respective employees, agents, and representatives to the fullest extent from and against any loss, cost, damage, claim (including, without limitation, court costs and legal fees and expenses) and consequential losses in respect of any of the foregoing.

#### **ARTICLE – VI AUDIT & EVALUATION**

- 6.1 The Service Provider acknowledges the fact that TPC has relied on the Service Provider's Representation to enter into this Agreement. Therefore, a high standard of quality in the supply of

the Services is of the essence of this Agreement. The Parties agree that throughout the currency of this Agreement, TPC shall have an absolute right to carry out audits and evaluations (including external independent audits by TPC's recognised audit advisors) as set out in this **Article VI**.

**6.2** AUDITS:

**6.2.1** TPC or its representatives shall on giving reasonable notice have the right to inspect and audit, at a frequency determined at the sole discretion of TPC including for up to two (2) years post expiry or termination of this Agreement, any and all documents, records, books or accounts in the possession or control of the Service Provider relating in any way whatsoever in the performance of this Agreement.

**6.2.2** Without prejudice to any other rights or remedies of TPC under this Agreement, if any inspection or audit reveals that the Service Provider has not complied with any of its obligations under this Agreement, the Service Provider shall, at its own expense, immediately comply and take all necessary steps and actions to ensure that it has complied with all obligations as and when they accrued, all to the reasonable satisfaction of TPC. The Service Provider shall provide all such information and documents as TPC may request to demonstrate its compliance.

**6.3** EVALUATION: Without prejudice to the generality of the above Clause, and after six (6) Months from the Effective Date, in order to ensure that the Service Provider is performing and ensuring that the Personnel are performing the Services and/or additional services strictly in accordance with the terms of this Agreement and, especially, the Instructions, **Appendix A** and the Quality and Delivery Requirements, TPC may, in its sole discretion, carry out the evaluations. The evaluations shall be carried out in respect of the Services and/or the additional services. In the event that TPC's evaluations reveal that the Services and/or additional services are not being performed in accordance with the terms of this Agreement, then in such event, TPC shall be entitled to have the Service Provider re-perform the Services and/or additional services at no cost to TPC and/or have another party perform the Services and/or additional services at the complete cost and expense of the Service Provider and/or terminate this Agreement immediately and claim any and all damages, in accordance with the terms of this Agreement and the Laws of Pakistan, which TPC has suffered due to the Service Provider's failure to perform the Services and/or additional services in accordance with the terms of this Agreement.

**ARTICLE – VII**  
**REPRESENTATION AND WARRANTIES**

**7.1** The Service Provider represents, warrants, and undertakes that:

- 7.1.1 it shall discharge its obligations in the provision of the Services with all reasonable skill and care in accordance with good industry practice;
- 7.1.2 the Services shall conform in all respects with any specifications and other requirements or descriptions stated;
- 7.1.3 any non-conformity of the Services notified to it shall be rectified within a time-scale acceptable to TPC, which shall not exceed seven (07) Days or any other time as agreed to between the Parties in writing or specified in Appendix-B;
- 7.1.4 it will neither do nor omit to do anything which results or in the reasonable opinion of TPC may result, in damage to the reputation, good name, and market perception of TPC;
- 7.1.5 it is properly constituted and incorporated in accordance with the Applicable Law;
- 7.1.6 it has the power, authority, and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
- 7.1.7 it has taken all necessary action to authorise the execution, delivery, and performance of this Agreement;
- 7.1.8 the obligations expressed to be assumed by the Service Provider under this Agreement are legal, valid, binding, and enforceable to the extent permitted by Laws of Pakistan;



- 7.1.9 satisfied himself with all the economic, financial, and legal variables including but not limited to foreign exchange rates, inflation rates, minimum wage rates, customs, and tax rates, and all related labor and legal obligations;
  - 7.1.10 it is and will be in compliance with all Applicable Laws;
  - 7.1.11 all information disclosed by or on behalf of the Service Provider to TPC is true, complete, and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to TPC which would, if disclosed, be likely to have an adverse effect on TPC's decision (acting reasonably) to award this Agreement to the Service Provider;
  - 7.1.12 all insurance premiums in respect of insurance obligations placed on the Service Provider in accordance with this Agreement have been timely paid and none are in arrears.
  - 7.1.13 if during the term of this Agreement, the Service Provider gains the knowledge of any special method by which the business of TPC can benefit, it shall neither divulge it to any other company or business concern nor shall it make use of the same for its own business purposes directly or indirectly; and,
  - 7.1.14 it is an independent entity, engaged in the business of, inter alia, providing end-to-end solutions to organisations and that the Service Provider is not an employee of TPC or any of its subsidiaries or affiliates. Similarly, the Personnel are not employees of TPC or any of its subsidiaries or affiliates.
- 7.2 Each of the warranties given by the Service Provider under this **Article VII** shall be deemed to be given on a continuing basis throughout the duration of this Agreement and any breach shall entitle TPC to terminate this Agreement pursuant to **Article-X**.

#### **ARTICLE – VIII INDEMNITY**

- 8.1** The Service Provider agrees and acknowledges that by entering into this Agreement, TPC is relying upon the skill, expertise, knowledge, and experience of the Service Provider and the Personnel in the provision of Services (more specifically the Service Provider's Representation) and, accordingly, the Service Provider hereby indemnifies and keep TPC, its directors, officers, employees, agents and representatives fully and effectively indemnified against any and all losses, damages, liabilities, penalties, fines, and expenses resulting from or arising out of proceedings, claims, actions or demands, brought or made against TPC as a result of any breach of this Agreement or negligence including any negligent act or omission in connection with the performance of the Services on the part of the Service Provider and the Personnel.
- 8.2** DEFENCE OF CLAIMS:
- 8.2.1 The Service Provider shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defence of such claim, action, suit or proceedings in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify TPC hereunder, subject to the prior approval of such counsel by TPC.
  - 8.2.2 Notwithstanding the provisions of Clause 8.2.1, unless and until the Service Provider acknowledges in writing its obligation to indemnify TPC and assumes control of the defence of a claim, suit, action, or proceeding in accordance with Clause 8.2.1, TPC shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against TPC in respect of, resulting from, related to or arising out of any matter for which it is indemnified hereunder, and the reasonable costs and expense thereof shall be subject to the indemnification obligations of the Service Provider hereunder.
  - 8.2.3 Upon assumption by the Service Provider of the control of the defence of a claim, suit, action, or proceeding, the Service Provider shall reimburse TPC for the reasonable costs and expenses of TPC incurred in the defence of the claim, suit, action, or proceeding

prior to the Service Provider's acknowledgement of the indemnification and assumption of the defence.

8.2.4 The Service Provider shall not be entitled to settle or compromise any claim, action, suit, or proceeding without the prior written consent of TPC.

8.2.5 Following the acknowledgement of the indemnification and the assumption of the defence by the Service Provider, TPC shall have the right to employ its own counsel and such counsel may participate in such activities, but the fees and expenses of such counsel shall be at the expense of the Service Provider, when and as incurred, unless

- i. TPC shall have reasonably concluded that there may be a conflict of interest between the Service Provider and TPC in the conduct of the defence of such action;
- ii. the Service Provider shall not in fact have employed independent counsel reasonably satisfactory to TPC to assume the defence of such action and shall have been so notified by TPC; or
- iii. TPC shall have reasonably concluded and specifically notified the Service Provider either that there may be specific defences available to it which are different from or additional to those available to the Service Provider or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement. If Clauses (i) and/or (ii) shall be applicable, then counsel for TPC shall have the right to direct the defence of such claim, action, suit, or proceeding on behalf of TPC and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

**8.3** TPC hereby indemnifies and keep the Service Provider, its directors, officers, employees, agents, and representatives fully and effectively indemnified against any and all direct losses, damages, liabilities, penalties, fines, and expenses resulting from or arising out of proceedings, claims, actions or demands, brought or made against the Service Provider as a result of any wilful breach of this Agreement or negligence including any negligent act or omission in connection with the obligations set out in this Agreement.

## **ARTICLE – IX FORCE MAJEURE**

**9.1** **Definition:** A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party's power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:

9.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),

9.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;

9.1.3 any Lapse of Consent that (a) shall itself have existed for twenty-six (26) Days or more, (b) together with any and all other Lapses of Consents that have occurred in the same Year, shall have existed in the aggregate for thirty (30) Days or more in such Year, or (c)

together with any and all other Lapses of Consents that have occurred in the same and in the two immediately preceding Agreement Years, shall have existed, in the aggregate, for thirty-five (35) Days or more;

- 9.1.4 radioactive contamination or ionising radiation originating from a source in Pakistan or resulting from another Pakistan Political Force Majeure Event; or
- 9.1.5 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
  - i. lightning, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
  - ii. fire, explosion, or chemical contamination (other than resulting from an act referred to in Clause 9.1.4, in which case it shall be a Pakistan Political Force Majeure Event);
  - iii. epidemic or plague;
  - iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

## **9.2 Notification Obligations:**

9.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

- i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
- ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

9.2.2 The affected Party shall provide notice to the other Party of:

- i. the cessation of the Force Majeure Event, and
- ii. its ability to recommence performance of its obligations under this Agreement,

in each case as soon as possible and in any event not later than seven (7) Days after the occurrence of (i) and (ii) above.

9.2.3 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 9.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 9.5 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required by Clause 9.2.2 has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 9.2.1, the



affected Party shall be excused for such failure or delay pursuant to Clause 9.4 from the date of commencement of the relevant Force Majeure Event.

**9.3 Duty To Mitigate:** The affected Party shall use all reasonable efforts to mitigate the effects of a Force Majeure Event, including but not limited to the payment of all reasonable sums of money by or on behalf of the affected Party in light of the likely efficacy of the mitigation measures.

**9.4 Delay Caused By Force Majeure:**

9.4.1 So long as the affected Party has, at all times since the occurrence of the Force Majeure Event, complied with the obligations of Clauses 9.2 and 9.3 and continues to so comply, then:

- i. the affected Party shall not be liable for any failure or delay in performing its affected obligations under or pursuant to this Agreement during the existence of a Force Majeure Event and;
- ii. any affected performance deadline that the affected Party is obligated to meet under this Agreement shall be extended; and
- iii. the Expiry Date is extended provided, however, that no relief, including the extension of performance deadlines, shall be granted to the affected Party pursuant to this Clause 9.4 to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure Event not occurred.

9.4.2 Without limiting either Party's:

- i. liability for breaches of this Agreement, or
- ii. right to indemnification pursuant to **Article VIII**;

the other Party shall not bear any liability for any loss suffered by the affected Party as a result of a Force Majeure Event.

**9.5 Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding two (2) Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

## **ARTICLE – X TERMINATION**

10.1 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by TPC if the Service Provider commits a material breach. For the purposes of this Clause 10.1, the term “material breach” shall mean to include:

- 10.1.1 fails to provide or maintain the Performance Guarantee; and/or
- 10.1.2 delegates, cedes, or sub-contracts this Agreement or part thereof in contravention of the provision hereof without having obtained TPC's prior written consent; and/or
- 10.1.3 fails to obtain or maintain as required any of necessary operating licenses to be used in the rendering of the Services or has such necessary licenses withdrawn, cancelled, suspended or revoked; and/or

- 10.1.4 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; and/or
  - 10.1.5 Abandons, suspend services, or otherwise repudiates the Services or any of its obligations under this Agreement; and/or
  - 10.1.6 consistently fails to observe any provision of this Agreement or the Operational Specifications Schedule (despite being given notice in relation thereto), whether or not Liquidated Damages have been imposed, with the result that the Services may be regarded by TPC as being materially defective; and/ or
  - 10.1.7 if the Service Provider has failed to perform the Services and/or additional services in accordance with the terms of this Agreement for a period of three (03) days; and/or
  - 10.1.8 if the ownership and/or control of the Service Provider is transferred or changed; and/or
  - 10.1.9 Liquidated Damages imposed by Service Provider are continuously 10 % of the monthly invoice consecutively for a few months.
- 10.2 In the event of termination of this Agreement, all correctly rendered invoices shall be honoured up to the point of termination subject to any reductions to reflect any payments made in advance in accordance with **Article IV** (Charges) or owing to any delays in the performance of the Services in accordance with the Quality & Delivery Requirements for Services and/or additional services. Where such advance payments exceed any Charges owed to the Service Provider, the Service Provider shall immediately refund such an amount by way of a cheque in favour of TPC.
- 10.3 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.

#### **ARTICLE – XI CONFIDENTIALITY**

- 11.1 For the purposes of this **Article XI “Confidential Information”** means in respect of TPC (the “**Disclosing Party**”) any information that relates to the Disclosing Party’s business, products, financial and management affairs, price lists, customers, suppliers, employees, or authorised agents, plans, proposals, strategies, technical processes, computer software, and systems or trade secrets, Target Consumers, and the Data, which comes into the possession of the Service Provider (the “**Receiving Party**”) by virtue of this Agreement and which the Disclosing Party regards, or could reasonably be expected to regard, as confidential, in each case whether written or oral and in whatever medium and whether or not marked in writing as “confidential”, and any and all information which has been or may be derived or obtained from or which otherwise reflects such information.
- 11.2 The Receiving Party shall at all times, both while this Agreement remains in force and thereafter:
- 11.2.1 keep the Confidential Information of the Disclosing Party confidential;
  - 11.2.2 use the Confidential Information of the Disclosing Party solely in the performance of its obligations or the exercise of its rights under this Agreement; and
  - 11.2.3 not disclose it to any third party without the prior written consent of the Disclosing Party.
- 11.3 The obligations of confidentiality contained in Clause 11.2 shall not apply to:
- 11.3.1 any Confidential Information which is now or hereafter becomes available to the public otherwise than by a breach of this Agreement; or
  - 11.3.2 any Confidential Information which the Receiving Party can show (by evidence in writing) was in its possession free from obligations of confidentiality prior to such receipt; or

- 11.3.3 any Confidential Information which the Receiving Party has received from a third party who has lawfully obtained the Confidential Information free of any restriction which would prohibit the disclosure of such Confidential Information; or
- 11.3.4 disclosures which the Receiving Party is required to make by law or pursuant to an order of a competent court provided that (where practicable) the Receiving Party notifies the other Party sufficiently in advance of such a requirement so that it may seek a protective order (or equivalent) with respect to such disclosure with which the Receiving Party shall fully comply.

**ARTICLE – XII**  
**INTELLECTUAL PROPERTY**

- 12.1 All and any works of authorship and materials developed, written, produced and prepared by the Service Provider, in whatever media, in relation to or arising from the performance of the Services under this Agreement, and the intellectual property rights capable of subsisting therein and in any Deliverables, shall be and shall remain the exclusive property of TPC. Once TPC has fulfilled its payment obligations to the Service Provider, the Service Provider hereby irrevocably assigns them to TPC with effect from the date full payment for the Services is received by the Service Provider. On full payment of the Charges against each Service, intellectual property rights will be assigned to TPC.
- 12.2 Title and ownership to any pre-existing materials supplied by the Service Provider for the performance of the Services shall remain the property of the Service Provider or the lawful owner. To the extent, the Service Provider is not able to grant TPC such a licence and where TPC requests, the Service Provider shall use its best endeavours to procure the grant of such a licence to TPC from the relevant owner of such materials on terms acceptable to TPC.
- 12.3 Any artwork, plans, documents, specifications, drawings, samples, plans, and similar materials including specifically but without limitation, the Database supplied by TPC for the purpose of this Agreement shall at all times remain the property of TPC. The Service Provider shall return all such documents, including all copies, upon completion of the work requiring their use on termination by way of expiry of the Term or earlier termination in terms of **Article VI** above of this Agreement, whichever is the sooner.
- 12.4 The Service Provider hereby indemnifies TPC and keeps it fully and effectively indemnified against all losses, damages, costs, claims, demands, or proceedings of whatever nature, arising from any claim by any third party that any of the materials, documentation, or software (pre-existing or otherwise) used in connection with the Services, or comprised in any Deliverables, infringe the intellectual property rights of any third party.
- 12.5 In the event of any claim being made or proceeding brought against TPC, arising out of matters referred to in Clauses 12.1, 12.2, and 12.3 above, TPC shall promptly notify the Service Provider and at TPC's sole discretion may require the Service Provider to conduct at the Service Provider's own expense all negotiations for the settlement of the same, and any litigation that may arise from any such claim. The conduct by the Service Provider of any such negotiations or litigation shall be conditional upon the Service Provider:
  - 12.5.1 taking over such conduct promptly after being notified by TPC of such claim;
  - 12.5.2 keeping TPC informed regularly of all developments in relation to such negotiation and litigation; and
  - 12.5.3 allowing TPC to be represented and/or to take part in any settlement negotiations or litigation.

- 12.6 It is understood and agreed to between the Parties that the Service Provider shall not, save with prior written consent of TPC, in any manner use the name of TPC or any of its Brands or trademarks in any kind of promotional activity or use as a reference.

**ARTICLE – XIII**

**DISPUTE RESOLUTION MECHANISM & USE OF EXPERT**

- 13.1 **Amicable Resolution:** If any dispute, claim or difference of any kind shall arise between the Service Provider and TPC, either during or after the Term of this Agreement, as to:

13.1.1 the interpretation or construction of this Agreement or any term hereof;

13.1.2 the performance of the Services or the other obligations of the Service Provider or TPC;  
or

13.1.3 any other matter or thing of whatsoever nature arising under this Agreement or in connection herewith or with the rescission or breach hereof;

(hereinafter collectively referred to as “the Dispute”) then the disputing Party shall serve a notice to the other Party (hereinafter, “the Dispute Notice”) thereby expressing its intent of referring the Dispute to the representatives to be nominated by each Party for amicable resolution within Ten (10) Days from the date of the Dispute Notice.

- 13.2 **Use of Expert:** If the nominated representatives are unable to resolve the Dispute to the satisfaction of the Parties within Thirty (30) Days from the date of Dispute Notice, then a Party shall have the right to refer the matter to the Expert within Ten (10) Days from the expiry of the said Thirty (30) Days, by notice in writing to the Expert with a copy to the other Party. The Expert shall hear all Disputes which may arise at any time under this Agreement and which are required by the terms hereof to be referred to the Expert.

13.2.1 Each Party shall bear its own costs incurred for resolution of Dispute by Expert.

13.2.2 During such period and during any dispute resolution procedure prescribed in this Agreement, the Parties shall faithfully continue to perform their respective obligations under this Agreement.

13.2.3 The Expert shall be provided with a copy of the written materials prepared by either Party. The Party initiating the resolution of the Dispute by recourse to the Expert shall submit to the Expert:

- i. a description of the Dispute and a statement of such Party’s position and whether a hearing is requested by such Party;
- ii. a statement of such Party’s position; and
- iii. copies of records supporting the Party’s position.

13.2.4 The Expert shall forward all papers received from one Party to the other and shall allow each Party to respond to documents received from the other Party within such time period as the Expert may stipulate. Each Party shall designate one person knowledgeable about the issues in Dispute who shall be available to the Expert to answer questions and provide any additional information requested by the Expert. Subject to the terms of this Agreement, the Expert shall be entitled to determine the procedure by which the terms of a Dispute are to be heard and any time period(s) within which the Parties are required to comply with any directions, requisitions, or orders of the Expert.

13.2.5 Once a Dispute is referred to the Expert, each Party shall provide all materials in support of its position to the Expert and to the other Party within ten (10) Days of the notice of reference of the Dispute to the Expert and may, within five (5) Days of the date it receives information from the other Party, submit such additional information to the Expert in response to the information submitted. Each Party shall use its best efforts to provide the Expert with any additional information the Expert may request. The Expert shall be charged with the responsibility to use his best efforts to render his decision

regarding any referred matter within thirty (30) Days of the date of the reference by a Party of a Dispute to the Expert. Each Party shall be responsible to pay for its own costs. If the Expert determines that the position of a Party had substantially no merit, the Expert, as part of his decision, may require one Party to pay for all of the costs of the other Party.

13.2.6 The decision of the Expert as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal. The Parties expressly waive, to the fullest extent permitted by law any and all rights that they may now have or may have in the future to contest the decision of the Expert before any court or other adjudicatory or administrative body.

13.3 **Injunction:** Notwithstanding any contained to the contrary in this Agreement, the Service Provider acknowledges that:

13.3.1 in the event of a breach of this Agreement by the Service Provider:

- i. TPC would suffer irreparable loss and injury and monetary damages alone would not be adequate compensation to TPC; and
- ii. the balance of inconvenience for the purposes of an injunction against the Service Provider would be in TPC's favour; and

13.3.2 TPC may seek an injunction from a court of competent jurisdiction if:

- i. the Service Provider fails to comply or threatens to fail to comply with this Agreement; or
- ii. TPC has reason to believe that the Service Provider will not comply with this Agreement.

#### **ARTICLE – XIV NOTICES**

14.1 The addresses, telex, and facsimile numbers of the Parties hereto are as follows:

**IF TO TPC:**

Name:  
Designation:  
Telephone:  
Email:

**IF TO THE SERVICE PROVIDER:**

Name:  
Designation:  
Telephone:  
Email:

14.2 All notices, consents, confirmations, requests, approvals, and other communications under this Agreement by TPC to Service Provider or by the Service Provider to TPC shall be in writing addressed to TPC or the Service Provider as the case may be, at the address as given above, and shall be given by registered mail, postage prepaid, courier service or by telegraph, telex or telecopier with confirmatory copies by registered mail. Either Party may, by notice to the other Party in writing, change its contact details.

#### **ARTICLE – XV COMPLIANCE WITH THE LAWS OF PAKISTAN**

15.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with

any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service Provider shall save TPC harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.

- 15.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licences from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.

## **16. ASSIGNMENT**

Neither Party shall assign this Agreement without the written consent of the other Party.

## **17. GOVERNING LAW**

This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

### **ARTICLE – XVI PERFORMANCE GUARANTEE**

- 18.1 The Service Provider shall ensure that it maintains with TPC a valid and enforceable Performance Guarantee until the Service Provider has fulfilled all its obligations under the Agreement. The Service Provider shall have delivered to TPC as a Condition Precedent the duly executed Performance Guarantee in the form attached hereto as Appendix-D or in other Form acceptable to TPC and in the amount of 10 % of the Contract Price. The Performance Guarantee shall have a term of one (01) years and one month and shall be renewed or replaced and delivered to TPC no later than thirty (30) days before its expiry if the Agreement is extended. TPC shall return the previously provided Performance Guarantee to the Service Provider within fourteen (14) days of the receipt of the replacement of Performance Guarantee.
- 18.2 The Performance Guaranteed shall be issued by the Scheduled Bank of Pakistan.
- 18.3 Subject to the fulfilment by the Service Provider of all of its obligations under this Agreement, the Performance Guarantee shall be released by TPC within thirty (30) days after the Termination Date.
- 18.4 All fees, taxes, and expenses associated with preparing, providing, issuing, extending, replacing, replenishing, or stamping (if applicable) of the Performance Guarantee shall be borne by the Service Provider.
- 18.5 The Performance Guarantee can be claimed partially or fully in the following cases: -
- a) Termination of Agreement;
  - b) Liquidated Damages are consecutively 10 % for a few months; and
  - c) Any amount due to Service Provider.

### **ARTICLE – XVII LIQUIDATED DAMAGES**

- 19.1 TPC shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this Article and the Operational Specifications Schedule / Services for the Service Provider's failure to achieve certain Key Performance Indicators (KPIs) as indicated in the Operational Specifications Schedule/ Services.
- 19.2 To the extent that TPC discovered an instance of the Service Provider's failure to achieve a particular KPI, TPC shall notify the Service Provider with details of the particular KPI, the details of the failure, and the applicable Liquidated Damages as indicated in the Operational

Specification Schedule/ Services. TPC may at its discretion specify the period and type of certain failure which should be cured/rectified in a specific period.

- 19.3 If Liquidated Damages are imposed, then TPC shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider’s next payable invoice, any subsequent invoice, or in increments from several subsequent invoices.
- 19.4 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Operational Specification Schedule.

**IN WITNESS WHEREOF** the Parties above named have executed this Agreement on the day, month, and year first above written.

For and on behalf of  
**TransPeshawar**  
**(The Urban Mobility Company)**  
**(Company)**

For and on behalf of:  
**XXXXXXXXXXXXXXXXXX**  
**(Service Provider)**

Signatures: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_

Signatures: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_

**WITNESS 1**

**WITNESS 2**

Signatures: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_

Signatures: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC: \_\_\_\_\_



## APPENDIX – A

### SERVICES

#### 1. BACKGROUND

TransPeshawar (The Urban Mobility Company) (hereinafter called “TPC”) is a Government-owned company established under Section 42 of the Companies Act 2017 and intends to hire Security Services for TransPeshawar Office at Chamkani.

The Government of Khyber Pakhtunkhwa (KPK) has taken an initiative to revamp the urban transport system in the provincial capital of the province. In this regard, the Government of KPK has commissioned Bus Rapid System (BRT) in Peshawar (“**Zu Peshawar**”) in 2020. The BRT corridor is 27-kilometer-long with 30 stations connected through Direct Feeder routes of about 55 kilometres. Because of the integration of Direct Feeder Routes into the main BRT corridor is known as Third Generation BRT System. The BRT system will have ultimately 220 buses includes 18-meter (65 numbers) and 12-meter long buses (155 numbers).

The Zu Peshawar system is operated and maintained by TransPeshawar whose office is situated at Chamkani. The BRT operation is monitored through centralized control system housed in TransPeshawar Office.

#### 2. LOCATION OF AREA FOR SERVICES

The area where Services are to be provided includes KPUMA Building (the area inside the boundary wall), the area starting from Park and Ride building to the boundary wall near the northern side bypass, Sewerage Treatment Plant, and outside area. The map and layout is attached as **Annex-A** for illustration purpose.

#### 3. OBJECTIVE OF SERVICES

TPC requires Security Services for the KPUMA building / TransPeshawar Office on a round-the-clock basis, 24 hours per day, 7 days per week including Saturday, Sundays, and holidays, which is the subject of this RFP/ Agreement. The requirement of Personnel is as per **Annex-B: Personnel Posts/Deployment Plan** with eight hours shift. It is the responsibility of the Service Provider to ensure full security of the KPUMA building and its surroundings and engagement of any additional Personnel in dispensing the required Services.

#### 4. GENERAL OBLIGATIONS

The Service Provider shall:

- 4.1 Estimate the relievers, replacement, contingencies for Personnel against Personnel posts specified by TPC and the Contract price includes such costs;
- 4.2 Unless directed by the TPC, shall continue the Services uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);
- 4.3 Engage and supervise the staff and provide all resources necessary to complete the Services;
- 4.4 Be responsible for all acts done by the Personnel engaged by Service Provider. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its Personnel and ensure that all its Personnel follow the code of conduct prescribed by the TPC;



- 4.5 Ensure that it has proper License/permission, authorization, approval, and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, to perform Security Services;
- 4.6 Ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the TPC), which are applied to the Service Provider or Personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance, or implementation or non-implementation;
- 4.7 Ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons for the provision of the Services;
- 4.8 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 4.9 Ensure that his employed Personnel at all times present a neat and clean appearance, paying particular attention to their hygiene, bearing, weapon, Uniform, and equipment. Male Personnel must maintain proper shave/trimmed moustaches/trimmed beard;
- 4.10 Ensure that all Security Personnel assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without colour blindness;
- 4.11 Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information about the security plans, concerning the Security Services. Neither the Service Provider nor any of his employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the TPC;
- 4.12 Ensure the presence of appointed Authorized Representatives at short notice when required by the TPC;
- 4.13 Agree to remove from the site, whenever required to do so by the TPC, any Personnel considered by the TPC to be unsatisfactory or undesirable, within the limits of any applicable scope;
- 4.14 Maintain adequate resource backup to cater for unattended posts, replace Personnel, and respond to any untoward situation;
- 4.15 Submit Security Clearance from Police to TPC for all Personnel deputed in KPUMA as well as whenever the Personnel changes;
- 4.16 Provide all information required by the TPC to facilitate ground check/security clearance from the related Government agencies of all its Personnel;
- 4.17 Depute security Personnel having minimum qualification of Matric;
- 4.18 Make sure that Personnel use the TPC attendance system for marking attendance;
- 4.19 Be liable to recover replacement cost for any loss incurred or suffered or any damage caused to movable or immovable property of the TPC, because of negligence, delayed, deficient, or inadequate Services; and

- 4.20 Ensure timely payment/salaries to the Personnel, no later than 07 days from the start of the month irrespective of payment made by TPC and shall furnish such proof with Monthly Invoice.

## **5. SPECIFIC OBLIGATION**

The Service Provider shall:

- 5.1 Be responsible for the safety and security of pieces of equipment, furniture, appliances, infrastructure, and all allied facilities within the vicinity of the KPUMA Building;
- 5.2 Recognize and respond to security threats and breaches;
- 5.3 Prepare a security plan and security Personnel deployment plan;
- 5.4 Ensure access control procedures for pedestrian and vehicular traffic to the KPUMA building. Control, Personnel and curb unauthorized access of pedestrians and vehicles. Permit entry to the KPUMA building per SOP issued by the TPC. In this regard the Service Provider shall:
- a) Conduct a thorough examination of the vehicle(s)/person(s) entering the KPUMA building and its premises, with inspection mirrors and handheld metal detectors;
  - b) Intimate the concerned office(s) about the arrival of the visitor(s) intimating the purpose of the visit; and
  - c) Escort the visitor(s) to the concerned office(s) if the officer concerned is unable to receive the visitor(s).
- 5.5 SafePersonnel moveable and immoveable property against theft, damage, and misuse. Damage shall include setting up banners, posters, advertisements, graffiti, etc. without the TPC's permission;
- 5.6 Provide registers and maintain a logbook and excel database record in a specified format and submit according to the schedule mentioned in the SOP issued by the TPC:
- a) All movable items are brought in or out from the KPUMA building.
  - b) All security violations and report occurrences to the TPC.
  - c) All entering person(s) and vehicle(s).
- 5.7 Effectively patrol the KPUMA building from inside/outside with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc.;
- 5.8 Immediately inform the TPC (Operation Control Centre) in case an abnormality is observed, follow the instructions passed from the TPC (Operation Control Centre), and provide feedback accordingly until the matter is resolved;
- 5.9 Ensure that all security staff must wear a specific Uniform. The Service Provider shall provide seasonal Uniforms and weather-appropriate protective gear to his staff to carry out the continuous performance of contract requirements. The following shall be a mandatory part of a Uniform:
- a) Blue trouser
  - b) Shirt full sleeves in Winter and half sleeve T-shirt for summer
  - c) Sweater or Jacket for the winter season of design approved by TPC
  - d) Properly displayed ID card
  - e) Waist Belt
  - f) Belt-case to carry necessary equipment required to perform security duties
  - g) A raincoat for performing duty in rainy weather conditions
  - h) Official Cap
  - i) Whistle

- j) Long collar polished shoes.
- 5.10 Ensure that the age limit of Security Personnel is restricted between 18 to 55 years;
- 5.11 Ensure that no security Personnel leave premises assigned unless properly relieved by the next security Personnel and provide an immediate replacement where required; and
- 5.12 Ensure that the Security Personnel check all doors that are locked, inspect all areas by turning on a minimum number of lights, and check for open windows/doors, running or dripping water during non-operational hours.

**6. EQUIPMENT OBLIGATIONS**

6.1 The Service Provider shall at minimum have the following Equipment during the currency of the agreement for the efficient performance of security duties/responsibilities. The Service Provider shall be responsible for flashlights, cellular phones, chargers, metal detectors, nightsticks, and other related equipment to comply with the scope of the Services;

Sr.No	Equipment	Minimum Requirement
1	Metal Detector	04
2	Inspection Mirror with a flashlight	02
3	Whistle	All Personnel
4	Torch	All Personnel
5	Raincoat	All Personnel
6	Uniform	All Personnel
7	Lethal Arm (Kalashnikov) with 60 rounds of ammunition each in a bandolier	06
8	Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	02

**7. TRAINING OBLIGATIONS**

The Service Provider shall: -

- 7.1 Train the Security Personnel to perform their regular assigned duties vis-à-vis to deal with any type of emergency;
- 7.2 Minimum training requirements are specified in **Annex-C- Minimum Training Requirements**. The service provider to issue a certificate for each Personnel by name that he has received training before employment with the TPC; and
- 7.3 Provide refresher course through a professional trainer at least once a quarter.

**8. KEY PERFORMANCE INDICATORS AND LIQUIDATED DAMAGES**

- 8.1 Performance of the Service Provider shall be assessed from time to time and failure to perform (violations) shall result in imposing Liquidated Damages as per **Annex-D. Key Performance Indicators and Liquidated Damages**
- 8.2 Liquidated Damages shall be deducted from the Monthly Invoice as per the rate described in Annexure. The total amount of liquidated damages shall not exceed Ten (10) % of the Monthly Invoice. TPC shall be the sole decision-maker for the description of the violation and imposing penalties in accordance with the TPC monitoring mechanism. The Liquidated damages shall be imposed based on a video, documentary proof, IT System, etc.

**9. INCIDENT REPORTING**

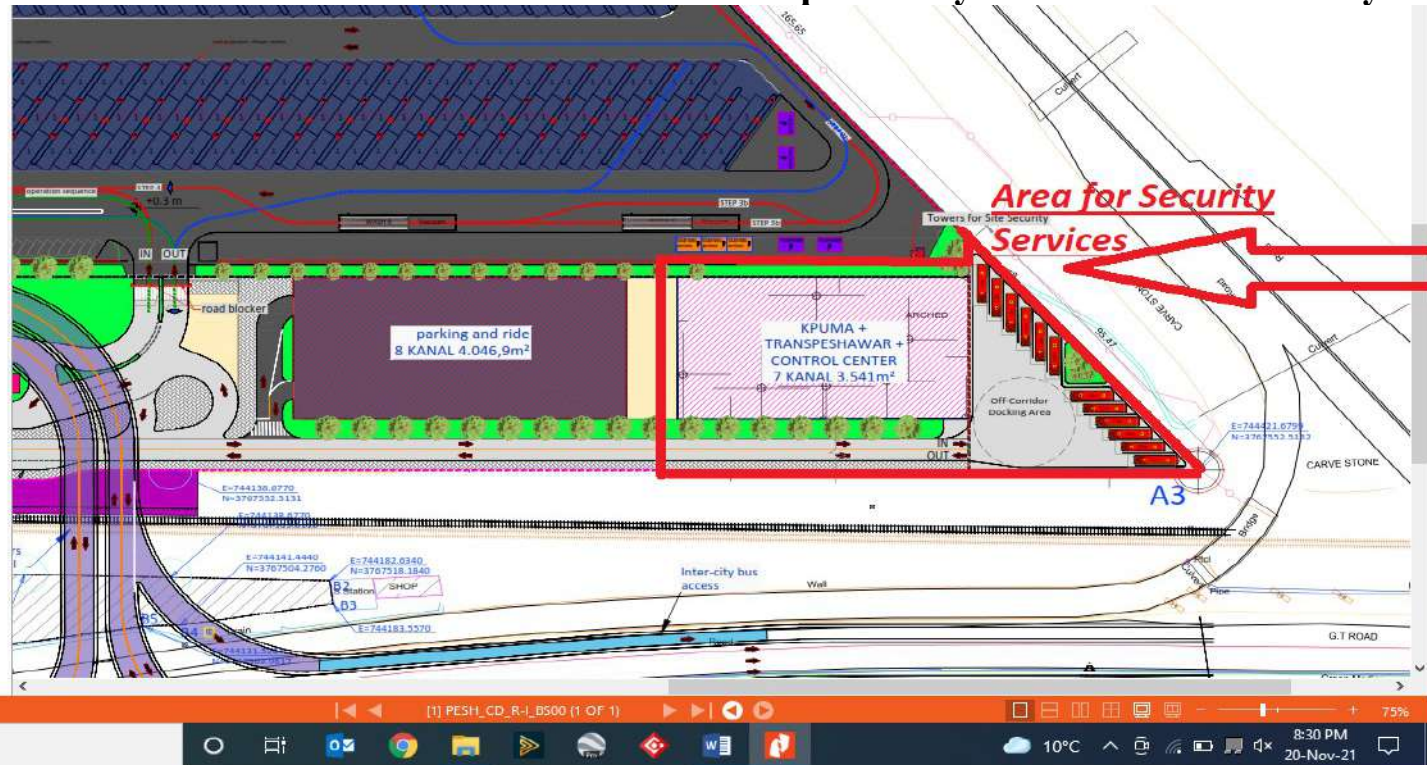
- 9.1 The Service Provider shall immediately after the occurrence of any incident notify TPC or its Authorised Representative of any accident relating to the Services and keep a record of such incidents. TPC may provide, from time to time, instances where such records are to be communicated and documented.

**10. MONTHLY REPORTS**

- 10.1 No later than 5:00 pm on the 5th (fifth) Business Day of each month, the Service Provider shall submit to TPC a report on the performance of its obligations under the Agreement during the previous month along with Tax Invoice, covering at a minimum:
- a) Tax Invoice
  - b) Proof of Payment of Wages to Personnel of Previous Months (Bank Statements)
  - c) Proof of Payment of EOBI and ESSI
  - d) Any other requirement to check compliance with the Laws of Pakistan and Services.

## Annex-A: Map and Layout of Area for Security Services

PESH\_CD\_R-I\_BS00



**Note: Red area marked are proposed area for Security Services**

## Annex-B: Personnel Posts/Deployment Plan

Sr #	Location/Post	Minimum Requirement
1	<b>Main Entrance Gate (# 01 Personnel Post)</b>	<ul style="list-style-type: none"> <li>Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov with 60 rounds of ammunition</i>) has a valid license.</li> </ul>
2	<b>Main Entrance Gate # 01 &amp; 02 (Supervisor Post)</b>	<ul style="list-style-type: none"> <li>Manned by a Personnel Supervisor (16/7) equipped with an arm (<i>Pistol with 30 rounds of ammunition</i>) has a valid license. Skilful in Microsoft excel, word, and email. He will make entries in the visitor register, vehicle in/out register, assets in/out register, Personnel leave plan, Personnel rotation, Personnel inspection, and implementation of orders.</li> </ul>
3	<b>KPUMA Main Entrance Gate # 03 Post</b>	<ul style="list-style-type: none"> <li>Manned by an armed Personnel (16/7) equipped with an arm (<i>Kalashnikov with 60 rounds of ammunition</i>) has a valid license.</li> </ul>
4	<b>Sewage Treatment Plant Post</b>	<ul style="list-style-type: none"> <li>Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov with 60 rounds of ammunition</i>) has a valid license.</li> </ul>
5	<b>Main Entrance Ground Floor Personnel Post</b>	<ul style="list-style-type: none"> <li>Manned by a male Personnel (24/7) equipped with a handheld metal detector, possesses keys of the <b>KPUMA Office</b>.</li> </ul>
6	<b>Main Entrance Ground Floor Lady Searcher Post</b>	<ul style="list-style-type: none"> <li>Manned by a female lady searcher (8/7) equipped with a handheld metal detector.</li> </ul>
7	<b>First Floor Reception Area Post</b>	<ul style="list-style-type: none"> <li>Manned by a male Personnel (24/7) possesses keys of the <b>TransPeshawar Office</b>.</li> </ul>
8	<b>Second Floor Stairs Post/Control room Post</b>	<ul style="list-style-type: none"> <li>Manned by a male Personnel (16/7).</li> </ul>
9	<b>Rooftop Post No 1</b>	<ul style="list-style-type: none"> <li>Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov with 60 rounds of ammunition</i>) has a valid license.</li> </ul>
10	<b>Rooftop Post No 2</b>	<ul style="list-style-type: none"> <li>Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov with 60 rounds of ammunition</i>) has a valid license.</li> </ul>
11	<b>CCTV Room/Call Centre Post</b>	<ul style="list-style-type: none"> <li>Manned by a female Personnel as Surveillance (8/7) <b>having computer literacy and minimum qualification of bachelor</b>.</li> </ul>

## Annex-C - Minimum Training Requirements

<b>Sr#</b>	<b>Training Function</b>	<b>Training Objective</b>	<b>Training Content</b>
<b>1</b>	<b>Security Staff</b>	Detects and prevent: <ul style="list-style-type: none"> <li>• Thefts;</li> <li>• Vandalism;</li> <li>• Terrorism.</li> </ul>	A. React and take appropriate measures in emergencies. B. Fire clean a weapon, including safe custody of weapons and ammunition. C. Operate a handheld metal detector. D. Operate a walkthrough gate metal detector. E. Perform pad-downs/frisk and baggage checking. F. Respond to bomb threats and suspicious packages. G. Conflict resolution. H. Remove/resolve obstacles in the pathways, entrance stairs, and elevators.
<b>2</b>	<b>Customer care</b>	Deal with public/visitors professionally and ethically	A. Dealing with problematic visitors. B. Deny access to unauthorized Personnels. C. Assist physically challenged visitors.
<b>3</b>	<b>First Aid</b>	Saves lives, minimize injuries, primary and secondary care of injured	A. Red Cross and Red Crescent compliant first aid responder training.
<b>4</b>	<b>Evacuation drill and procedure</b>	Help and assist staff and visitors in the evacuation of the building	A. Guide, help and assist staff and visitor(s) in building evacuation. B. Make themselves familiar with Assembly area(s). C. Assist injured and disabled in the evacuation process.
<b>5</b>	<b>Visitors checking</b>	Receive visitors, check their identity, and make entries into the register and excel database	A. Receive visitors and check their identity. B. Make entries into visitor's register as well as excel database sheet. C. Inform concerned office via intercom about the visitor. D. Escort visitors to the concerned office.
<b>6</b>	<b>Use of fire extinguishers</b>	Put out a fire by using a portable fire extinguisher and inform emergency	A. Use portable fire extinguishers to extinguish the fire.



		services about fire	<p>B. Activate fire alarm on detection of fire.</p> <p>C. Alert emergency services about the outbreak of fire.</p> <p>D. Guide emergency services about the location of the fire in the building.</p> <p>E. Guide emergency services about any staff/visitors trapped inside the building.</p>
7	<b>Incident reporting</b>	Inform the relieving Personnels about incident happenings in the previous shift and fill incident report form in English/Urdu.	<p>A. Report to Manager Security about incidents.</p> <p>B. Report shift supervisor about the incidents.</p> <p>C. Fill in incident report forms. (Service provider to share the specimen)</p> <p>D. Fill in the incident excel database about the details of the incident.</p>
8	<b>Use of CCTV, intercom, VHF, and inspection mirrors</b>	<p>The Personnel should be proficient in the use of the following:</p> <ul style="list-style-type: none"> <li>• CCTV;</li> <li>• Computer Literacy;</li> <li>• Communication and use VHF;</li> <li>• Intercom;</li> <li>• Telephones.</li> </ul>	<p>A. Proficient in the use of CCTV, retrieving and saving a recording of a video, troubleshooting the cameras for flickering, and changing the positions of a camera from one place to another when required (Personnels employed in CCTV room).</p> <p>B. All Personnels should be proficient in the use of intercom, VHF, and telephones.</p>
9	<b>Use of computer Microsoft word, excel, and emails</b>	The Personnel's supervisor must be proficient in the following. use of computer Microsoft word, excel, and emails, CCTV and be able to use and communicate with VHF, intercom, telephones.	<p>A. Maintain a logbook and excel database record in a specified format (<i>Format specimen to be shared with the client as Annexures for approval</i>) and submit daily to the security manager through email about the following:</p> <ol style="list-style-type: none"> <li>a. All movable items are brought in or out from the KPUMA building.</li> <li>b. All security violations.</li> <li>c. Incident reports/occurrences.</li> <li>d. All entering person(s) and vehicle(s).</li> <li>e. Personnels ok report, Personnels leave with reliever details.</li> <li>f. Personnels shift change on fortnightly basis.</li> </ol>



### Annex-D- Key Performance Indicator and Liquidated Damages

Sr #	Violations	Penalty in PKR
1	Security Personnels not wearing proper Uniform or in shabby conditions or untidy	PKR 500 per instance
2	Misbehaviour with staff or Visitors	PKR 1000 per instance
3	An untrained person found deputed for the services	PKR 500 per day per person
4	Not carrying required weapons, detectors, or whistles by the security Personnels or Equipment	PKR 500 per instance per person
5	Less frequency of patrolling	PKR 500 per instance per person
6	An incident of misbehaviour/quarrel among themselves	PKR 1000 per instance per person
7	Missing entry in the visitor logbook/ database record	PKR 500 per instance
8	Missing entry in the movable property in/out logbook/database record	PKR 500 per instance
9	Missing incident reporting and incident report form filling	PKR 500 per instance
10	Missing issuance of the visitor card	PKR 200 per instance
11	Found unattended duty post	PKR 500 per instance
12	Late arrival to duty	PKR 500 per hour per person
13	Absence from duty	PKR 1000 per day per person
14	Late payment to staff	PKR 5000 per day for delayed days
15	Violation of labour laws, i.e. minimum wage payment, 8 hours shift, and 4 leaves per calendar month	Recovery cost + PKR 4000 per month per person
16	Laziness during duty	PKR 500 per instance per person
17	Damage or loss to the Property	Equal to the loss
18	Smoking in office	PKR 1000 per instance per person
19	Violation of SOP issued by TransPeshawar	PKR 1000 per instance
20	Not following instructions of TransPeshawar authorized representative	PKR 2000 per instance
21	Misuse of TransPeshawar assets such as Air-conditioning, Light, etc.	PKR 1000 per instance
22	Sleeping during duty	PKR 1000 per instance per person
23	Any other violation of the Contract	PKR 3000 per instance
24	Violation of Pakistani law	PKR 3000 per instance
25	Untrained security; not meeting <b>Minimum Training Requirements</b>	PKR 2000 per person
26	Dragnet Clause (Any violation of Agreement and not listed above)	PKR 3000 per instance

## APPENDIX-B – CHARGES

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Payment) / Charges. The Charges / Monthly Invoice exclusive of Sales Tax on Services are PKR.....
2. All correctly rendered Monthly Invoices shall be paid within fifteen (15) Days from the date of the Monthly Invoice.
3. The Charges / Monthly Invoice shall be increased with an increase in the minimum wage rate from the date of increase as notified by the government of Khyber Pakhtunkhwa. In case of an increase in the minimum wage rate, the monthly contract price will be adjusted as follows: -  
New Monthly Price/ Charges = Original Monthly Price/ Charges + [Original Monthly Price x (Percentage increase in minimum wage rate)]  
The parameters established for calculating the cost of Services due to an increase in the minimum wage are estimates and therefore, failure to actually meet the same will not entitle any party to request adjustments in the calculation procedure of Charges/ Monthly Invoices nor the economic compensation of any kind.
4. In case of Additional Services, the Charges of Additional Services shall be paid on pro-rata basis.

**APPENDIX – C**  
**COMPANY POLICIES**  
**STANDARD OPERATING PROCEDURE (SOP)**

**Security Services in the KPUMA building at Chamkani**

This Standard Operating Procedure (SOP) describes the usage of the Security Services in the KPUMA building at Chamkani.

## **1 DEFINITIONS**

### ***1.1 KPUMA Building***

This means the building and the premises, which may be secured through the security service provider, the address of the building is as: KPUMA building, main BRT depot, near-by NHA complex, Chamkani, Peshawar.

The KPUMA building has a total of three floors; ground plus two. There are three big gates for vehicular use and three small gates for pedestrian use located on the outer southern wall. There is one big car parking located towards the western side and a small car park located on the south-eastern side of the building facility. The outer parameter walls are secured by a barbed concertina fence.

There are three entrances to the main building; one main entrance located on the western side and two other entrances located on the northeastern and southeastern sides.

### ***1.2 Operation Control Center***

The primary location for controlling, monitoring, and dispatching the entire Zu Peshawar /BRT system including bus operations in the direct feeder routes.

### ***1.3 Security***

Security is freedom from danger or exposure to danger. Security measures protect people and property and secure information. The objectives of security are to identify, deter, detect, observe, report, and respond to conditions that present a threat to people and property.

### ***1.4 Building Security***

Effective building security is a combination of design features, such as physical barriers and electronic systems, and staffing strategies that are integrated into a well-defined program. Security procedures should anticipate potential problems and vulnerabilities and present detailed planned responses.

### ***1.5 Security Guard***

The security guards are personnel trained and equipped by the security service provider and all security guards have undergone a thorough security check before being hired and before they undergo training. All security guards employed have been presented with a service provider guarding certificate.

## **2 SECURITY SERVICE GENERAL REQUIREMENTS**

### ***2.1 Security services duration***

Provide, render and ensure security services as assigned by the TransPeshawar on a round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays. Unless directed by TransPeshawar the requirements of services shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).

## ***2.2 Familiarize with laws***

Familiarize yourself with all existing laws, decrees, acts, rules, and ordinances of the Islamic Republic of Pakistan, whether national or local, which may affect the provision of security services.

## ***2.3 Safety and security***

Ensure safety and security of staff lives, the security of the KPUMA building, and all assets inside the building for safe operations. Enable a safe and secure environment in the KPUMA building in a variety of situations, both on the inside and outside of the building.

## ***2.4 Incident reporting***

Inform and update the TransPeshawar's Security Manager on all the incidents related to the safety/security issues verbally and in writing on a prescribed incident report the form is given at **Annex-I**, and to seek instructions and information from him in case of an emergency. The written incident reports must be put up to the security manager within 24 hours after their occurrence.

## ***2.5 Staff and resources***

Supply all the staff and resources necessary to complete the duties of this security services contract. A total of 13 guard posts to be manned (as mentioned in the Services Agreement for Provision of Security Services of TransPeshawar Offices **Annex B Personnel Posts/Deployment Plan**) in three shifts of 08 hours each shift.

Maintain adequate resource backup to cater for unattended posts, replace personnel, and respond to any untoward situation. Ensure that the age limit of security guards is restricted between 18 to 55 years.

## ***2.6 Record of hired staff***

Maintain, update, and share the record of all security guards hired for the security service of the KPUMA building. One file for each security guard must be prepared and shared with the TransPeshawar Security Manager. The service provider would strive to hire security guards permanently which shall not be relocated without prior permission of the TransPeshawar Security Manager. File for security guards must have the following:

- A biodata form including a passport size picture in uniform with white background.
- A medical and physical fitness certificate from a doctor/general physician.
- Training Certificates.
- Matric certificate.
- Police/PAL security clearance certificate.
- Firing efficiency test record.
- CNIC copy.

## **2.7 Professional conduct**

Carry out the work in a professional manner and to the satisfaction of TransPeshawar's management, and perform all services with skillful and qualified staff. Security guards are to conform to the following rules and policies:

- To stand by the post professionally, keeping always on the alert and observing everything that takes place within sight or hearing. There will be NO sleeping while on a post.
- Stay inside the guard post while eating lunch/dinner.
- Food will be eaten one guard at a time.
- Weapons will be "Made Safe" with the safety catch applied at all times.
- During shift changes, the off-going guard will conduct weapon normal safety precautions before handing over the weapon to the ongoing guard.
- To receive, obey and pass on to the sentry who relieves me all orders from the guard supervisor, security manager, and operation control center.
- Guards will stand or perform a roving patrol of their posts.
- Guards will perform radio checks every half hour while on duty.
- Guards will keep the gate closed at all times unless its needs opened to allow vehicles in.

## **2.8 Maintain discipline**

Maintain discipline and good order amongst personnel and ensure that all your personnel is aware of the code of conduct governing the security services.

- Shirts are buttoned as per the dress code.
- Shirts sleeves rolled down at all times.
- Issued boots worn and laced fully.
- ID card displayed at all times
- No smoking while on post
- No cell phones are to be used on post except for emergency use.
- To report all violations of orders.

- To remain at the post at all times and only leave when properly relieved.
- Guards are talking to no one except in the line of duty.

## ***2.9 Avoid harm/disturbance***

Not at any time do, cause or permit any nuisance at the site/do anything, which shall cause unnecessary disturbances or inconvenience to the employer staff and visitors in the building.

## ***2.10 Coordination of activities***

Properly coordinate security tasks/activities with the TransPeshawar's daily operations and were required to modify staff assignments.

## ***2.11 Following instructions***

All security personnel and officers are to obey all instructions and commands given by TransPeshawar either in writing or verbally without fail.

## ***2.12 Appropriate identification***

The identification shall include the display of a valid company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements.

## ***2.13 Guard uniform***

Ensure that all security staff must wear a specific Uniform. The Service Provider shall provide seasonal Uniforms and weather-appropriate protective gear to his staff to carry out the continuous performance of contract requirements. The following shall be a mandatory part of a Uniform:

- k) Blue trouser
- l) Shirt full sleeves in Winter and half sleeve T-shirt for summer
- m) Sweater or Jacket for the winter season
- n) Properly displayed ID card
- o) Waist Belt
- p) Belt-case to carry necessary equipment required to perform security duties
- q) A raincoat for performing duty in rainy weather conditions
- r) Official Cap
- s) Whistle
- t) Long collar polished shoes.

## ***2.14 Security guard equipment***

Essential equipment to have on a post is as follows:

- whistle
- Note pad and pen/pencil
- Flashlight/Torch
- (2) Liters of water (minimum)

- Duty Log
- Set of guard post orders

## **2.15 Challenging**

Guards are to be briefed on the following challenging procedures and are to adhere to the Rules for the Use of Force:

- Ask the person to stop and show his/her identification which should be checked thoroughly. Photo ID"s should correspond to the individual. If there are a group of people then they should be asked to approach one at a time.
- At night challenges should take place when the individual is approximately 30 steps away from the guard or within the visible range. And by clearly shouting "Stop" The same procedure will be adopted as above.

## **2.16 Important telephone numbers**

<b>Organization</b>	<b>Phone#</b>
Security Manager TransPeshawar, Rafaqat Ali	0321-9198283
Rescue 1122 Peshawar Headquarters	091-2264224-25
Chamkani Police Station	091-2264305 091-2604677
Police Emergency, Control	091-9212222
Edhi Ambulance	091-2214575
Red Crescent Ambulance	091-2210836
Emergency Ambulance	091-2590846
Red Crescent Ambulance	091-2210836
Civil Defense, Peshawar	091-9212176
Lady Reading Hospital, Peshawar	091-9211430
Hayatabad Medical Complex, Peshawar	091-9217140-46
Khyber Teaching Hospital, Peshawar	091-9216340-8
Fauji Foundation Hospital, Peshawar	091-9212771-4
Sui Gas, Peshawar	091-9213016
WAPDA Complaint Office Shami Road	091-9212041

### 3 RULES FOR THE USE OF FORCE

#### 3.1 *Use of deadly force*

Deadly force is that force that one reasonably believes will cause death or serious bodily harm. You may use NECESSARY FORCE, up to and including deadly force against a person in the following circumstances:

- In self-defense, in case of ***terrorist attack only***.
- In defense of TransPeshawar personnel, support staff, and contractor personnel, ***in case of terrorist attack only***.
- To prevent life-threatening offenses against staff lives ***by the order of security manager only***.

#### 3.2 *Graduated force*

You should use the graduated force where possible. The following are some techniques you can use if their use will not unnecessarily endanger you or others:

- **SHOUT:** Verbal warning to HALT in the native language.- (STOP OR I WILL SHOOT) (DROP YOUR WEAPON)
- **SHOVE:** Physically restrain, block access, or detain.
- **SHOW:** Your weapon and demonstrate your intent to use it.
- **SHOOT:** To remove the threat only where necessary.

#### 3.3 *If you must fire your weapon*

- Fire only aimed shots.
- Fire with due regard for the safety of innocent bystanders.
- Immediately report the incident and request assistance.

### 4 ACCESS CONTROL SYSTEM

Access control systems allow authorized personnel and material to move through normal access routes while detecting and delaying the movement of unauthorized personnel and material. Control of personnel access to KPUMA building premises is based on a basic authorization criterion, the photo identification badge. The guard visually checks credentials or photographs, once authorization is established, access is granted to the person through the main entrance gate.



The main access point to the KPUMA building shall be via the main entrance gate. The security guard will ensure that no unauthorized persons enter the KPUMA building premises. Authorized personnel is those members of staff, contractors, suppliers, and legitimate visitors with valid identification cards or pre-authorized personnel as directed and signed for by the security manager. A security guard on duty at the entrance to premises is the first point of contact for company management, staff, and visitors. Security guards used for this function will require a range of skills to perform these duties effectively; these skills will also portray an image of efficient security on a premise and as such is a deterrent in them. The most important skills for this function can be condensed into one sentence: the security guard should be a good communicator, well presented, assertive (Aggressively self-assured) while remaining courteous, polite, and professional. The pedestrian gates and the vehicle gates shall remain closed until the person or vehicle wishing to enter has been vetted and authorized to enter.

#### **4.1 Situation**

The main entrance gates No 1 & 2 will be manned by two (2) armed security guards. Your orders are to affect the following:

- Control restricted vehicle access.
- Check the accreditation of drivers.
- Consult the shift supervisor or security manager if unsure of accreditation or authorized access.
- Conduct a thorough vehicle search procedure for all vehicles.
- Allow access ONLY on completion of the above.

#### **4.2 Detailed vehicle search procedures**

##### **4.2.1 Location**

You are at the vehicle search lane at the main entrance gate. You will be issued a search mirror, a flashlight, a copy of the local standing operating procedure (SOP); this is a directive to search a vehicle for suspected explosive devices, arms, or prohibited items.

##### **4.2.2 Objective**

Search the undercarriage, the exterior, and interior of a vehicle, and find any explosive devices, weapons, or prohibited items present.

##### **4.2.3 Search procedure**

Conduct the following procedure:

- Stop the vehicle by using hand-and-arm signals.
- Ascertain whether a vehicle will be allowed in or directed to park outside on the road.
- Direct the driver to turn the engine off and apply the parking brake.
- Interview the driver and vehicle occupants.
- Identify yourself to the driver and occupants.
- Inform the driver that his vehicle must be searched as a condition for entry into the facility.

- Identify each occupant by physically taking possession of and looking at their ID badge / CNIC / driver's license, or another form of a government-issued ID photo, and comparing the photo to the person.  
**NOTE** - Notify your shift supervisor or the security manager if you feel that the photo does not match the person being identified or if the ID has been tampered with or a person without any ID.
- Determine the specific reason why access to the KPUMA building is required by asking questions such as:
  - Where are you going?
  - Who are you going to meet?
  - What is the time of your meeting/delivery?
  - Can I see confirmation of your delivery receipt?
- Maintain eye contact with the driver throughout the interview, and report suspicious behavior to the supervisor.
- Direct the driver to open all interior compartment doors, the hood, the trunk, and the rear doors (if applicable) of the vehicle while maintaining constant observation.
- If required (Delivery personnel) direct the occupants to exit the vehicle and move to the pedestrian search area. He will then be issued a visitor and vehicle pass.
- Search the undercarriage of the vehicle using the search mirrors.
- Check for indicators such as new frame welds; items taped or attached to the frame; an unusual-looking exhaust; a fresh undercoating; and signs of a recent installation of components such as a fuel tank, exhaust, or other items.
- Search the exterior of the vehicle (360 degrees) and check for general indicators of explosive devices or prohibited items such as:
  - Anything unusual in factory-built compartments.
  - New or shiny bolts and/or screws.
  - Unusual scratches, possibly made by screwdrivers, wrenches, or similar tools.
  - Signs of tampering, such as broken parts or bent sheet metal.
  - New or broken welds.
  - Unusual fingerprints of grease and/or oil in otherwise clean areas.
  - Fresh wiring and electrical tape.
  - Missing or altered vehicle registration plate.  
**WARNING** - ALWAYS ENSURE THAT THE ENGINE IS OFF AND THE PARKING BRAKE IS SET BEFORE BEGINNING THE INSPECTION.
- Search the engine compartment:

- Look for a large battery box or extra battery.
- Look for odd and/or clean wires.
- Look for freshly painted areas, new welds, and shiny bolts.
- Check the hood to see if it feels heavy when opened and closed. Have the driver open the hood, but move the hood up and down yourself.  
**WARNING** - never place your hands in the vicinity of the fan blades while conducting the search. Some vehicles are equipped with an automatic cooling system that may cause the fan blades to start operating after the ignition switch is in the off position.
- Search the boot or freight compartment, if applicable (delivery vehicles):
  - Check under the boot mat and/or carpet.
  - Check for strange smells.
  - Look for a raised floor.
  - Listen for no hollow or inconsistent sounds in the walls.
  - Look for an unusual space between the back seat and trunk wall.
  - Look to see if the spare tire is not flush with the floor.
- Search the interior of the vehicle:
  - Look for a false compartment in the glove box.
  - Look for unusual lumps or bulges in the front and/or rear seats.
  - Feel for rigid front and/or rear seats.
  - Look for a false or modified ceiling.
  - Look for an unusually thick floor.
- Release the driver and occupants along with accreditation if nothing suspicious is found.

#### 4.2.4 **Explosive identified/suspected**

- Never attempt to handle or disarm suspected explosive devices.
- Suspend all radio and cellular phone traffic around the vehicle.
- Secure the driver and all occupants of the vehicle, and notify the supervisor.
- Immediately evacuate the surrounding area.
- Secure the scene until it is cleared by Bomb Disposal Squad (BDS) personnel or until properly relieved.

### 4.3 ***Pedestrian screening at the main entrance gate***

#### 4.3.1 **Location**

You are situated at the pedestrian access point next to the main entrance gate of the KPUMA building. You will be issued a metal detector, a flashlight, a copy of the local standing operating procedure (SOP).

### 4.3.2 Objective

Physically search all pedestrians, as directed.

### 4.3.3 Procedure

The following actions will be carried out by the security guard for any persons entering the KPUMA building:

- Ask the pedestrian to stop.
- Identify yourself to the pedestrian (s).
- Ask the pedestrian whether he has any weapons. If they have a weapon they must either take the weapon back to their vehicle.
- The visitors will hand over any weapons, ammunition, to the security guard who will log the items and secure them in the guard room.
- The guard will then greet the visitors asking their names, who they have an appointment with, and what time they are expected.
- Inform the pedestrian that they will be required to be searched as a condition for entry into the KPUMA building.
- If you have more than one person to search then call them forward one person at a time.
- The visitor will then be subjected to a physical body search including any baggage he/she may have.
- Once cleared the visitor will be escorted to the badging office.
- The ID of the visitors will then be checked, if the ID is correct it will be exchanged for a visitor pass issued from the guard. ID includes; ID card, driver's license, or another form of a government-issued ID photo, and comparing the photo to the person. At this stage, the visitor will be signed in.
- The ID will then be placed with the visitor's other possessions in the guard-room until the visitor leaves the facility.  
**NOTE-** Notify the guard supervisor or the security manager if you feel that the photo does not match the person being identified or if the ID has been tampered with.
- The visitors will wait in the reception area, be met by the visitor's sponsor who will escort them around at all times until the meeting is finished.
- On completion, the visitor/s will be escorted back to the badging office, return the visitor's badge, pick up possessions and sign out. The visitor will then be able to leave the premises.

## 4.4 Badging office procedures

Your orders are to:

- Ensure that the visitor's entry log is maintained accurately.
- Distribute the visitor's badges, ensuring each visitor has one before allowing them through into the TransPeshawar office.
- Collect all visitor's badges when they leave and ensure they are properly logged out in the visitor's logbook given at **Annex II**.
- You are to ensure the Badge Office is kept in a clean and tidy condition throughout your tour of duty.

#### ***4.5 Detailed procedures for escort duties***

Conduct the following procedures:

- You will be directed to escort visitors on site and where to take them.
- You are too kind to introduce yourself to the visitor and inform him/her to follow you to the individual who will host the visitor.
- You are to remain with the visitor until told to do so.
- You are to return to the visitor if instructed to do so and collect and return badges.
- You will be responsible for ensuring that the visitor is escorted to a safe area should anything untoward happen throughout your duty.
- You will assume your normal duties on completion of the task.

#### ***4.6 Actions on an intruder being detected***

Should the security guard detects an intruder entering the building or an intruder who is already inside the vicinity of the KPUMA building, the security guard will do the following:

- Challenge the intruder, instruct him to remain where he is, and detain him, whilst following the rules for the graduated use of force.
- One of the security guards will cover the intruder with his weapon whilst the second security guard searches him to ensure that he is not armed or carrying any type of explosive device.
- Once it has been established that the intruder is unarmed the security guards will keep him covered and inform the guard supervisor of the situation.
- The guard supervisor will immediately go to the scene and radio a situation report to the security manager and operations control center.
- The operations control center will contact the Chamkani Police Station, inform them of the situation, and request their assistance.
- The intruder will be under escort, he will be detained until he is handed over to the Police.

#### ***4.7 Complaints against the Guard/Screeener***

All complaints against the guards should be taken very seriously and investigated fully. The search area is an area which on occasions may have many high-level dignitaries passing through it so the conduct of search guards should be exemplary. Any complaints should be logged down and the guard/screeners should be questioned. If the guard is at fault then this might be grounds for disciplinary action per TransPeshawar's disciplinary/penalty procedure in addition to liquidated damages.

## **5 FLOOR SECURITY ORDERS**

### **5.1 Location**

You will be providing over watch and security of the floor assigned to you by the shift/guard supervisor.

### **5.2 Objective**

Provide security for the KPUMA building staff, assets, and operations, security of the office floors, and act as an early warning. Effectively patrol the building floor with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc.

### **5.3 Procedures**

Conduct the following procedures:

- You will take control of your assigned floor and report OK to the shift supervisor by radio every 30 minutes.
- You will observe the area as directed by this SOP and your shift supervisor.
- You will report any suspicious activity by radio to the shift supervisor and obtain and pass details of the activity.
- After office hours check and ensure that all office doors are locked and all-electric appliances, lights are off except security lights. Note down details about all offices left by staff unlocked, and electric appliances on in the floor register, specimen attached at **Annex III**.
- For locking/unlocking the office doors get keys from the shift supervisor.
- In the event of an Armed Assault/attack or any other type of emergency, you are to report this immediately over the radio/cell phone.
- Graduated Force Procedures are to be used if any suspicious persons approach the floor of your duty or your position.
- If an incident occurs always fill the incident report form after the incident. The incident report form (Given in **Annex I**) is to be used.

## **6 PATROLLING ORDERS**

### **6.1 Purpose**

The purpose of this order is to provide a roving patrol at night, with direction and instruction to ensure maximum protection and safety of all personnel inside the facility. Effectively patrol the KPUMA building from inside/outside with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc.

Make a note of any defect in buildings, which might result in damage to property or injury to personnel, take preventative action where possible. Note and report on any instances involving materials being left exposed to damage by weather or vandals and remove them to a safe area if possible. Report any contravention of works rules to the supervisor or the person responsible. Advise your supervisor and make an entry on the incident report form.

Challenge any person that you find on the premises and those present that you regard as suspicious. This should be done politely to avoid offending a bona fide visitor. Note offenses observed and act following instructions. In the absence of instructions report the matter to your shift supervisor. Do not take immediate action unless your instructions require this.

### **6.2 Composition**

The roving patrol will consist of 2 armed security guards outside the KPUMA building, 2 armed security guards on the rooftop, and 1 unarmed security guard on each floor.

### **6.3 Duties**

The primary duties are to conduct random and irregular patrols on the interior of the facility, the objective of these patrols are:

- Deter potential intruders by overt patrols.
- Detect intruders.
- Delay intruders.
- Detain intruders.
- Detection and prevention of fire.
- Detection of damage/loss of TransPeshawar property.

### **6.4 Patrol checklist**

- Check the perimeter wall and fence.
- Challenge any person who cannot be readily identified as a TransPeshawar staff member or visitor.
- If an intruder is detected apprehend, detain, and report to shift supervisor.

- If an IED is discovered instigate the bomb threat measures.
- Check the car park within the perimeter.
- Check all offices.
- Check all areas for fire, fraud, and theft, or any other hazards.
- To prevent and detect damage to company property or resources from waste and other causes.
- To ensure that company rules are being observed.
- To prevent and detect offenses against the company's interest.
- To prevent accidents.
- To prevent all forms of loss.
- To record and report all findings in the appropriate manner.

## **7 FACILITY 'ACTIONS ON' IN THE EVENT OF AN EMERGENCY SITUATION**

### ***7.1 Actions on finding an explosive device whilst checking***

In the event of an explosive device being found whilst checking the pedestrian's bags you will be required to assist, as directed:

- The security guard searcher to inform the guard supervisor as quickly as possible.
- Raise the security alarm – (By whistling continuously for 30 seconds).
- Inform by shouting all guards Bomb, Bomb.
- All gates within the immediate area will be locked down and entry or exit from the compound will be prohibited.
- Inform the operation control center and the security manager by the fastest possible means.
- Guard supervisor to inform the security manager of the following:
  - Location of the device.



- The timed device was located.
- The agencies required i.e. BDS etc.
- Identify a safe route for the BDS to take to the device.
- Clear the area of all staff and visitors.
- The remainder of the guard will be directed to clear the buildings of all personnel in the immediate vicinity and move them to a safe area.
- Any person moving around the compound at this stage is to be called and directed to the nearest safe cover. This includes all workers.
- The remainder of the compounds will be swept for additional devices, manpower availability permitting.
- Once the area is secure and all personnel moved to a safe area, the security manager will keep all personnel (periodically) informed as to the situation's development. This information distribution can be by a runner but must not be by radio.
- At the sound of the alarm whistles all staff and visitors to take shelter behind a concrete wall or column as quickly as possible.
- Do not use radios or cell phones.
- Detain the suspect.
- All persons will remain in the hard shelter or safe area until the area has been cleared inside and out.
- Once everybody is checked off and accounted for, personnel are free to return to their duties or normal activities.

## ***7.2 Procedures for unexploded devices be it vehicle born or not, should be strictly adhered to. The 5C"s should be followed:***

### **7.2.1 Confirm:**

Confirming the presence of explosives after an initial suspicion of them being present.

### **7.2.2 Clear:**

- Clearing the area must be an immediate reaction to the confirmation of explosives.

- An area must be cleared to the maximum possible of the device.
- Nobody should have a direct line of sight of the device and must be in some sort of cover.
- Personnel that has been searched should be sent escorted to a safe area.
- All personnel that has not been searched should be immediately sent back out of the KPUMA building premises.
- Send a guard and inform the operations control center during operating hours.
- Operations control center to alert, Police emergency control, Chamkani police station, Bomb Disposal Squad (BDS), and Rescue 1122.

### 7.2.3 **Cordon:**

- A cordon should then be placed around the device to prevent anybody from going into the dangerous area.
- The cordon should be tight and strengthened once the BDS arrives.
- All routes into the danger area should be blocked.
- Cordon members should be behind cover and out of the line of sight if possible.
- Mobile phones and radios should not be used.

### 7.2.4 **Control:**

- The operations control center acts as an incident control point.
- A thorough check should be carried out for secondary devices.
- The searcher should be on hand to brief the security manager, BDS, or any tasked agencies going into the danger area.
- A headcount should be instigated to make sure all staff, visitors, guards, and arriving personnel locations and whereabouts are known.

### 7.2.5 **Check:**

- Constant checks should be made where possible by cordon members for persons wandering into the danger area and for possible secondary devices.

- The guard supervisor will then give a brief to all the guard forces and confirm that the security manager is aware of the situation.

### ***7.3 Actions on – Explosive detonation at the KPUMA building***

This procedure guides people, should the KPUMA building experience the detonation of a Vehicle Bound Improvised Explosive Device (VBIED), Improvised Explosive Device (IED), Suicide Borne Bomber (SBIED). In all likelihood, there will be extensive destruction and multiple casualties.

In the event of an explosion occurring at the facility, the following procedures will be carried out:

- The nearest security guard will send the following contact report:
  - All stations,
  - Explosion, Explosion
  - Explosion at (LOCATION)
  - Lock Down, Lock Down
- The following action will take place:
  - The security guard will raise the security alarm. (Continuous whistling for 30 seconds)
  - All gates will be locked down and entry or exit from the building facility will be prohibited.
  - At the sound of the alarm all staff and visitors to take cover under/behind hard shelter as quickly as possible.
  - Security guards deployed on the outside will move east and west on road to stop any traffic coming towards the KPUMA building.
  - All other persons will be directed to stay inside the building. If the building is affected by the blast then the security manager will assess the situation, evacuate the building and if there are any casualties he will detail men to deal with these.
  - The guard supervisor is to ensure the security manager is aware of the incident and he is to request assistance from the emergency services and to inform Police emergency control, Chamkani police station, Bomb Disposal Squad (BDS), and Rescue 1122.
- The security manager will carry out the following:
  - Recce of the area.
  - Task further security to that area.

- Task personnel to casualties or clearance of the immediate and surrounding areas.
  - Give a safe area.
  - Move staff/visitors/persons to safe room/HARD SHELTER.
  - Guide agencies to the impact area.
  - Prepare CASEVAC on Standby.
  - Equipment and security checks were instigated.
  - Consult those that need it or those directly involved in moving bodies.
- All staff to take safe cover and be aware of the possibility of falling debris. Remain in cover until the “all clear” is given.
  - Once all casualties have been removed and treated, all fires extinguished and the blast area inspected by BDS, the area around the detonation point will be secured by personnel. (These will be directed and chosen on the ground).
  - Once everybody is checked off and accounted for all clear will be given and movement inside the building can continue, personnel is free to return to their duties or normal activities.
  - All other guard's posts are to stay extremely alert over this period as the threat of a secondary or follow-up attack is high.

#### ***7.4 Actions on – Small arms fire on/inside KPUMA building***

The initial response will be:

- Secure the scene with on-site security guards staff.
- Return fire if fired upon, or if an identifiable threat is imminent, within the rules of the use of force.
- Report the direction of fire and areas to stay away from, to the operations control center and the security manager.
- All, gates to the building are closed, for incoming traffic and pedestrians until the all-clear is given.
- All staff and personnel in the building get below window sill height on the floor then take up in the duck and cover position as quickly as the situation allows it.

- Always be aware and keep away from the windows and doors for falling and broken glass pieces.
- All personnel inside the building make to the safe room should stay inside until cleared or requested to leave the building.
- Do an accountability check (no strangers or unidentified persons between us).

### ***7.5 Actions on – Suicide bomber or Improvised Explosive Device (IED)***

A Suicide Bomber (Vest Bomber) or similar device can be devastating and explode with no warning. Immediate response drills must be implemented quickly to prevent loss when spotted or after the explosion.

The blast wave from devices of this nature can accelerate within a building. Caution must be taken when locating people in safe areas, (unprotected windows).

#### **7.5.1 The following indicators/guidelines are there to help determine any hostile action:**

- Any person refusing to remove excess clothing or refuse to expose themselves is to be looked at with suspicion.
- Person(s) with suspicious behavior and looking unnaturally obese or fat compared to their natural build.
- Anyone wearing a jacket over normal clothes on a hot day or sweating profusely on a cold day should be watched very closely.
- Anyone approaching chanting or praying, outside the normal praying hours, showing some or all of the above signs should be handled with care and be told to stand off or clear the area around the person.
- Similarly, should you observe a person with a heavy bag or any suspicious-looking objects approaching the building, isolate the person and tell all other people to take cover.

#### **7.5.2 In the event of an SBIED, security guards are to:**

If a suspicious Person or parcel/bag is discovered and you have grounds to suspect this as an Improvised Explosive Device (IED), it must not be touched.

Control is essential to the success of an incident of this nature. Procedures must be carried out quickly and effectively to establish the authenticity of any suspect device. The following procedures are to be carried out:

- Sound the alarm and move into cover and keep the suspect person isolated.
- Move to a hard shelter, away from glass windows and doors, ideally a safe room, behind concrete pillars or walls.

- Duck and cover your head with both hands.
- Do not attempt to move the suspect person or approach the suspect person or touch the suspect bag.
- Try to get them out of the gates.

**Cordon:** Implement cordon procedures:

- A cordon should then be placed around the device to prevent anybody from going into the dangerous area.
- The cordon should be tight and strengthened once the BDS arrives.
- All routes into the danger area should be blocked.
- Cordon members should be behind cover and out of the line of sight if possible.
- Mobile phones and radios should not be used.

**Control:** Any suspect person who does not respond to the signals and instructions to clarify his intentions will be met with lethal force by security personnel in certain circumstances; however, this will be down to the individual(s) or supervisor on the ground.

- The security supervisor at the incident point must be prepared to brief on the situation on arrival at the scene.
- Access points to the KPUMA building will be closed to all traffic and personnel until otherwise directed by the security manager or operations control center.
- The operations control center to inform Police emergency control, Chamkani Police Station, Bomb Disposal Squad (BDS), and Rescue 1122.
- After the explosion or when the person or device is declared safe, conduct a full clearance of all areas.
- Conduct an accountability check of all personnel.
- Beware of secondary attacks.

## ***7.6 Good housekeeping for fire***

Security guards should be alert to:

- Keep stairs and exits clear.

- Gas and electric cooking facilities should be checked.
- Doors and windows should be closed, the external locked against intruders, and the internal closed to prevent possible fire spread. This will also assist security by giving an indication of the presence of intruders if subsequently found open.
- Flammable materials left near any source of heat should be moved to a safe position.
- Check that all fire-fighting equipment is present, serviceable, and unobstructed and that fire alarm points are intact.
- Be familiar with emergency evacuation procedures.
- Maintain correct recording and reporting systems.

#### **7.6.1 Action on finding a fire**

On discovering an outbreak of fire or on receiving a report of outbreak security guards should as a minimum comply with the following procedures:

- Raise the alarm to ensure those at risk are warned of the danger.
- Inform the fire brigade/Rescue 1122.
- Evacuate the area.
- Fight fire if safe to do so.
- Secure the area, to prevent people from entering.
- Switch air conditioning off.
- Salvage goods if possible.
- Switch off or disconnect gas from mains.
- Assist emergency services with information such as directions, details of risks, and people at risk on the premises.
- Assist with the follow-up investigation.
- Compile a detailed report of the incident, including details of the witnesses.

- Make no effort to tackle a fire without briefly reporting first and requesting assistance.

## **8 Movable items in/out movement from the KPUMA building**

There will be often the movement of movable properties in/out of the KPUMA building. For safekeeping of these movable assets security guards on the main entrance gate must be alert to avoid theft, damage, misuse, and misplacement. They must ensure that all the items going in/out must be properly accounted for and authorized by a competent authority to do so. The authorization certificate must be furnished by the department head for the movement of the desired movable properties, which must be duly verified by the security manager. The following procedure must be adopted:

- All properties moving out of the office will accompany a movement certificate, specimen attached as **Annex IV**.
- Check the number of items on the ground against the mentioned quantity in the movement certificate, if it tallies allow unhindered movement.
- In case the items and quantities mentioned in the certificate do not match, stop its movement and inform the shift supervisor and the security manager.
- No items except staff personal laptops, helmets, cell phones, and the food carrying utensils/tiffin are allowed outside the KPUMA building without authorization.
- After visual and physical verification and tally keep the certificate copy in the record file.
- Check all items and packed boxes moving inside the building by physical inspection and ensure that no weapon and explosive is concealed in it.
- All items moving inside the KPUMA building should be accompanied by respective department officers if not call the respective office and inform and confirm from them about the arrived items or packages.
- Scan sealed packages by metal detectors for concealed weapons.
- Put up the record of the previous day the next morning to the security manager.

## **9 Key Borrow Tracking Log**

- Key Control policy requires a Designated Key Control person to track and document all key issuances, returns, custody transfers and lost stolen or unreturned keys within TransPeshawar. The form at **Annex VI** should serve the tracking and documenting this function appropriately by the guard in possession of the office keys.



## INCIDENT REPORT

To	Date:	Time: AM/PM
From:	Signed:	
Subject:	File No:	Number of Pages:

**INSTRUCTIONS:**

- Fill in the appropriate spaces.
- Use extra sheets if necessary.
- Accomplish in Triplicate; retain a copy for your files.

1. Location: \_\_\_\_\_
  
2. Date of Incident: Day \_\_\_\_ Month \_\_\_\_ 2020, Time of Incident: \_\_\_\_\_ AM/PM
  
3. Type of Incident: \_\_\_\_\_
  
4. Details of loss, damage or destruction to Property (if any):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
5. Number of casualties: Staff: \_\_\_\_\_ visitors: \_\_\_\_\_ Others: \_\_\_\_\_
  
6. Current situation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Additional information/comments/assessment:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Reported to the Police: yes \_\_\_\_\_ No \_\_\_\_\_
  
7. Perpetrator Name: \_\_\_\_\_ CNIC \_\_\_\_\_ Cell # \_\_\_\_\_  
 Address: \_\_\_\_\_
  
8. witnesses Name \_\_\_\_\_ CNIC \_\_\_\_\_ Cell# \_\_\_\_\_  
 Address: \_\_\_\_\_
  
9. Pictures/Illustrations/Diagrams (If Any)

**ANNEX-II**

**Visitor Log**

TransPeshawar (The Urban Mobility Company)

Serial #	Name	CNIC	Mobile#	Vehicle #	Host Name	Visitor Card #	Date	Time In	Time Out

**ANNEX-III**

**FLOOR LOG**

TransPeshawar (The Urban Mobility Company)

Date: day\_\_Month\_\_\_\_\_2020

Office #	Door lock open Yes/No	VRF running Yes/No	Exhaust Fan on Yes/No	Lights on (Except Security Lights) Yes/No	Window Open Yes/No	Running water tap Yes/No	Glass Broken Yes/No	Printer Running Yes/No	Time



**Vehicle IN/OUT RECORD**

**DATE: \_\_\_\_\_Day \_\_\_\_\_Month, 2021**

SERIAL	VEHICLE #	DRIVER NAME	TIME IN	TIME OUT	GUARD SIGNATURE

**KEY BORROW TRACKING LOG**

TransPeshawar (The Urban Mobility Company)

Lock Location	Key No.	Key Borrower Name	Designation	Date Issued	Key Borrower Sign	Date Returned	Guard Sign



**APPENDIX-D  
PERFORMANCE GUARANTEE FORM**

**[TO BE ISSUED ON JUDICIAL PAPER OF PRESCRIBED FEE BY BANK LICENSED TO CONDUCT BUSINESS IN THE ISLAMIC REPUBLIC OF PAKISTAN]**

This **Performance Guarantee No.** <Insert No.> is made on <Insert date> 2022 (the “**Guarantee**”)

**Ref:** Letter of Award for **Provision of Security Services for TransPeshawar Office at Chamkani** dated <Insert date> 2022 (the “**Service Agreement**”)

**Beneficiary: TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a Public Limited Company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at 1<sup>st</sup> Floor, KPUMA Building, Main BRT Depot, G.T Road, Chamkani, Peshawar, KPK. (“**employer**”)

**1. GUARANTEE**

We <Insert name of Bank> Bank (the “**Guarantor**”) have been informed that <Insert name of the Company> (the “**Service Provider**”) has been awarded the Agreement relating to **Provision of Security Services for TransPeshawar Office at Chamkani** (the “**Services**”).

- 1.1 The Guarantor hereby irrevocably and unconditionally undertakes to pay to employer on its first demand for payment, without regard to any objections or defences to employer’s demand from the Service Provider or any other person, an amount or amounts not exceeding in total **PKR ----- (in words)**.

**2. TIME FOR PAYMENT**

- 2.1 Any amount demanded by employer shall be paid by Guarantor to employer within seven (07) days of receipt of the employer’s demand for payment stating that the Service Provider is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

**3. VALIDITY OF GUARANTEE**

- 3.1 This Guarantee shall come into force on the date hereof and shall remain valid until <insert date> whereupon this Guarantee shall expire and be returned to the Guarantor.

**4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS**

4.1 Any payment under this Guarantee shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

**5 Notices and Demands for Payment**

5.1 Any demand for payment made under this Guarantee shall be delivered by hand or registered courier and be deemed to be duly made at the time of, and on the date of, delivery to the contact details of the addressee stated in Schedule 1 (the “**Contact Details**”),

5.2 Any notice or demand given or made by employer or the Guarantor relating to this Guarantee shall be in English.

**6 ASSIGNMENT**

6.1 Employer shall have the right to assign the rights and benefits under this Guarantee.

**7 DISPUTE RESOLUTION**

7.1 This Guarantee shall be governed by, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan. Each Party consents to the jurisdiction of the courts in the Islamic Republic of Pakistan.

**EXECUTED** for and on behalf of  
**[GUARANTOR]**

.....

(signed)

.....

Name

**Witnesses:**