



TRANS PESHAWAR
The Urban Mobility Company

BID SOLICITATION DOCUMENT

Lease of ATM Spaces in Peshawar BRT Stations



Terms and Conditions/Instructions to Bidders

TransPeshawar (The Urban Mobility Company) invites sealed bids on revenue sharing basis from Sole Proprietor/Firm/Company/Bank having valid registration and registered with registrar of firm/SECP/relevant body for Lease of ATM Spaces in Peshawar BRT Bus Stations as per list attached as **(Annex-I)**.

S. No.	ATM Spaces/Stations	Deadline for Submission of Bids and Bids Opening	Minimum Base/Reserve % Share Paid to TPC Per ATM
1	List of Stations Provided under (Annex-I)	Bids Submission: July 23, 2024.11:30 AM Bids Opening: July 23, 2024.11:45 AM	50% of Off-Us Cash withdrawal Transactions (Offer Below 50% will be rejected)

Bids can be submitted for single or multiple ATM spaces/stations. The bids will however, be evaluated for each ATM space/station separately and responsive bidder (s) quoting highest evaluated Percent % share against respective ATM space will be selected.

1. Open competitive bidding

1.1. The bids are invited under Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 through **Single Stage-One Envelope** bidding procedure.

2. Pre-requisite for bidders:

2.1. Following is pre-requisite for potential bidders:

- Pakistani National having valid CNIC or firm/company/bank registered with /incorporated in Pakistan with Registrar of Firms/SECP/relevant body;
- Submission of bid security of requisite amount;
- Registration with FBR for income tax and reflected in ATL of FBR;
- Registration with KPRA for sales tax on services;
- Valid authorization of signatory to bid;
- An affidavit on stamp paper duly notarized by the notary public to the effect that the service provider has not been blacklisted by any Federal or Provincial Public Entity.

3. Documents for Submission:

3.1. The interested bidders shall fill "Form of Bid" attached as **(Annex-II)** and attach following documents:

- A copy of CNIC or certificate of registration/incorporation of firm/company with Registrar of Firms or SECP/relevant body;
- Bid security in PKR from any scheduled bank of Pakistan to the amount of (PKR. 10,000) for each ATM space in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar;
- FBR Registration Certificate and status of active tax payer;

- iv. KPRA Registration Certificate;
 - v. Valid Authorization of signatory to bid;
 - vi. An affidavit on stamp paper duly notarized by the notary public to the effect that the service provider has not been blacklisted by any Federal or Provincial Public Entity.
- 3.2. Form of Bid along with requisite documents sealed in an envelope shall be sent at, TransPeshawar Head Office, 1st Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar on or before deadline for submission of bids. "Form of Bid" shall be signed by you or your authorized representative. Without a signature on "Form of Bid" or Bids not accompanied by requisite documents shall be declared as non-responsive and shall not be considered further for evaluation of financial offer.

4. Inspection of ATM Spaces at Stations:

- 4.1. The ATM spaces may be inspected at mentioned bus stations from publication of advertisement in newspapers till last date for submission of bids.

5. Deadline for Submission of Bids:

- 5.1. The bids shall be submitted on or before the indicated deadline at TransPeshawar Head Office, 1st Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar. The bids must be submitted in person or via registered post mail or via courier, in sealed envelope. The bid will be considered submitted upon physical receipt by TransPeshawar of the master envelope or any other evidence the TransPeshawar Company may deem fit. TransPeshawar may issue a bid receipt confirmation, which will clearly indicate the date and time at which the bid was received. Late submission, for whatsoever reason, will not be acceptable and late bids will be returned unopened.

6. Bid Security:

- 6.1. Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of ten thousand Pak Rupees (PKR. 10,000) for each ATM space in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. whereas the bid security for which bidder is declared as unsuccessful will be released accordingly. A bid not accompanied by compliant bid security shall be rejected as non-responsive;
- 6.2. Bid Security of the unsuccessful bidders will be released as promptly as possible upon the successful bidder furnishing performance security or expiry of bid validity whichever is earlier as per terms and conditions of bidding documents;
- 6.3. The Bid security shall be forfeited:
 - If a bidder withdraws his bid during the period of bid validity; or
 - If a bidder doesn't accept the correction of his Bid Price as determined by TransPeshawar; or
- 6.4. In the case of a successful bidder, if it fails to:
 - Deposit performance security as per terms and conditions of bidding documents and/or failed to sign the contract agreement.

7. Validity of Offer:

7.1. The offer shall be valid for a period of sixty (60) days from the deadline for receipt of bids.

8. Financial Bid and Taxes/Duties:

8.1. The offered Percent % share shall be exclusive of taxes and successful bidder shall be liable for payment of all applicable taxes.

9. Opening and Evaluation of bids:

9.1. The sealed bids will be opened by the procurement committee at the date and time as indicated above at Main Conference Room 1st Floor, TransPeshawar Head Office, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani Peshawar in the presence of bidders who choose to attend. The received bids will be evaluated as per terms and conditions of bidding documents.

10. Substantial Responsiveness:

10.1. An offer is substantially responsive if the bid is submitted as per terms and conditions of the bidding documents and it meets the pre-requisite criteria. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and requirements of Bid Solicitation Documents, and it will not be considered further. TransPeshawar shall not entertain any request for alteration, modification, substitution or withdrawal of bid after deadline for submission of bids. Only responsive bids will be carried forward for consideration of financial offer.

11. Acceptance of Offer:

11.1. Financial Offer of substantially responsive bidders will be considered for each ATM space separately. The bidder quoting highest evaluated percent % share against the given ATM space will be declared as successful bidder for the specific ATM space subject to approval of competent authority. The successful bidder will be issued Letter of Award to the effect after approval of competent authority.

12. Signing of Contract Agreement

12.1. within fourteen (14) days of issuance of Letter of Acceptance, the successful bidder shall sign contract agreement with TransPeshawar.

13. Submission of Performance Security:

13.1. Within fourteen (14) days of issuance of letter of Award, the successful bidder shall deposit performance security in PKR to the amount of two hundred thousand Pak Rupees (PKR. 200,000) for each ATM space separately in shape of CDR/DD in favor of Chief Executive Officer (CEO) TransPeshawar as performance security as per terms and conditions of Contract Agreement.

13.2. Failure of the successful Bidder to submit the requisite performance security or to sign the contact agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, TransPeshawar may award the contract to the next financially highest substantially responsive bidder.

14. Possession of ATM Spaces:

14.1. Possession of ATM spaces will be given after the successful bidder have submitted performance security and signed the contract agreement.

15. Indemnification:

15.1. The bidder will indemnify the TransPeshawar from any/all claims and losses, acquiring or resulting from the bidding process.

16. Right to Accept Any Bid, and to Reject Any or All Bids:

16.1. TransPeshawar reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to acceptance of offer, without thereby incurring any liability to Bidders. In case of annulment the bid securities shall be promptly returned to the bidders.

17. Subletting:

17.1. The successful bidder shall not sublet or award his rights to any other individual/firm/party.

List of ATM Spaces/Stations

St#	STATION NAME	St#	STATION NAME
01	Mall of Chamkani	16	Mall Road
02	Sardar Garhi	18	Tehkal Payan
03	Chughal Pura	19	Tehkal Bala
04	Faisal Colony	20	Abdara Road
05	Old Haji Camp	21	University Town
06	Lahore Adda	22	University of Peshawar
07	Gulbahar Chowk	23	Islamia College
08	Hashtnagri	24	Board Bazar
09	Malik Saad shaheed	25	Mall of Hayatabad
10	Khyber Bazar	26	Bab-e-Peshawar
11	Shoba Bazar	27	Phase 3 Chowk
12	Dabgari Gardens	28	Tatara Park
13	Railway Station	29	PDA
14	FC Chowk	30	Hospital Chowk
15	Sadar Bazar	31	Kharkhano Market

FORM OF BID**LEASE OF ATM SPACES IN BRT BUS STATIONS PESHAWAR**

Name of Bidder:		
Type of bidder (Sole Proprietor/Firm/Company/Bank):		
Address:		
Telephone:		
Email Address:		
S. No	ATM Space/Station	Quoted Monthly Share of Off-Us Cash withdrawal Transaction (% share paid to TPC) without Taxes and 1Link Fee as notified by 1Link (Pvt) Limited
1	Select ATM Space(s)/Station(s) from list attached as Annex-I . In case of multiple ATM Spaces/Stations, name of ATM Space/Station shall be indicated and quoted % share shall be reflected against respective ATM Space/Station.	
<hr/> Signature of Authorized Representative		

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called The Agreement) is made at Peshawar, on this day of _____, 2024.

Between

TransPeshawar through its the Chief Executive Officer, having its registered office at 1ST floor, KPUMA Building near Northern bypass, GT Road, Peshawar, Pakistan (hereinafter referred to as the Lessor, which expression where the context so require shall mean and include; assignee, authorized and/or legal representatives, wherein party of the First Part.

AND

_____ having its business office _____, hereafter referred to as the Lease, which expression where the context so require shall mean and include their executors, administrator legal representatives and assigns, of the Second part.

WHEREAS the First Part is desirous to have ATM installed at _____ to facilitate the general public and earn revenue from rentals of Second Part under agreed terms and conditions of the Agreement.

WHEREAS, the Lessee intends to use the premises at _____ allotted for an ATM measuring a maximum of 36 square feet. And;

Now, therefore, this agreement is executed upon the terms and conditions explained as under:

TERMS AND CONDITIONS:

I. Roles and Responsibilities

1. First Part Shall: -

1.1 Handover the Second Part possession of the said space for installation and operation of ATM including allied facilities such as antenna, earthing, waste bins, ATM enclosure etc.

1.2 Have the right to take possession of rental space if requires for BRT operational purposes or affecting operation of bus operation or circulation of passengers or hygiene of BRT Station.

1.3 Disconnect electricity of ATM machine, if Second Part fails to submit monthly share of OFF-US cash withdrawal transaction payment and/or comply with instructions of TransPeshawar.

1.4 Not be responsible for damage and / or malfunctioning of equipment or allied facility due to whatsoever reason.

1.5 Have the right to finalize location of installation of ATM at Station keeping the scenario of BRT operations in view.

1.6 May make alterations or repairs to the Building or the Land in its absolute discretion in the vicinity of the Site but must use its best endeavours to minimize any interruption and disturbance to the use of the ATM and the Site.

1.7 Remove or restrict movement of staff to BRT station for ATM maintenance or other activity if TransPeshawar raised objection on such staff.

1.8 Issue SOPs from time to time through Notice for regulating affairs between TransPeshawar and Second Part.

2. Second Party Shall: -

2.1 Submit Performance security to the amount of Rs. 200,000/- per ATM in the name of CEO TransPeshawar which shall be released at the expiry/termination of lease agreement after due clearance.

2.2 Submit quoted monthly share of OFF-US Cash withdrawal Transaction payment from use of ATM in accordance with the bank's schedule of charges in favor of Chief Executive Officer, TransPeshawar in designated account supported with Bank statement of transactions by the 10th of each month.

2.3 Shall be responsible to install and operate ATM within six months of signing of the Agreement.

2.4 In case the ATM is out of service for a month or more, the second part shall be liable to pay the guaranteed amount equivalent to the average of OFF-US Cash withdrawal Transaction payment of previous three (3) months. This amount shall be guaranteed and paid on monthly basis till restoration of the services.

2.5 Be responsible for installation of calibrated/PESCO approved KWH Check meter(s) and associated cabling required for the ATM.

2.6 Be responsible for payment of electricity charges on monthly basis by the 10th of each month. The formula for per unit kWh determination shall be as follows:

= (Total PKR Amount in Pesco bill for the respective month/Total units consumed in Pesco bill for the respective month) + Genset charges @PKR 6.51*

*Genset charges shall be subject to variation on quarterly basis utilized in Genset on formula used by First Part.

2.7 Be responsible for all costs related to installation of ATM including electrical wires, cable trays, pipes, breakers, communication cable, ATM enclosure, alteration required in existing electrical equipment, earthing etc. Second Part shall also be responsible for restoration of structure to original shape in case of damage or effected during ATM installation.

2.8 Be responsible for prior approval of installation plans from First Part.

2.9 Execute required improvements (holes, piping, welding, cutting, replacement, railing etc.), and clear the site from all debris and restore the structure to original condition during the performance of his duties/ installation.

2.10 Not use the space for commercial advertisement or any other purpose except ATM usage. If requested by the Second Part, permission may be granted by the first part to display logos and trade mark signs of affiliated banks on the ATM space.

2.11 Be responsible not to outsource its obligations under this agreement to a third party without the prior written consent of the First part, but any service contract entered into by the Second Part must strictly conform with the First Part's security and other requirements for access to the Site.

2.12 Be responsible in case of any dispute or liability with respect to usage of ATM services between the customer and the bank. First part will not be responsible or have any liability in this regard.

2.13 Be responsible for disposal of ATM waste/trash, water etc. on regular interval to keep premises clean and tidy all times.

2.14 Be responsible for security of ATM including all allied facilities and cash to the exclusion of First Part.

2.15 Be responsible for observance of all rules, regulation and instruction of First Part.

2.16 Not travel without fare or facilitate staff to travel without fare in the BRT system.

2.17 Remove staff within 24 hours of such notice by First Part without assigning any reason.

2.18 Responsible for repair of equipment, infrastructure etc. damage by Second Part within 14 days of such notice by First Part.

2.19 Be responsible not to keep/store any hazardous/dangerous substance which is also harmful to the human.

2.20 Be responsible for taking insurances for all their liabilities for safety and security of equipment, cash etc.

2.21 Vacate and return peaceful possession at the termination of agreement and shall remove all installation. The First Part property shall be return and/or repaired to original state.

2.22 Comply and abide by all the Laws, Rules and Regulations of the Government (Federal or Provincial), regulators and statutory entities/ bodies of Pakistan.

II. Settlement of Disputes

i. Both parties shall amicably resolve any disagreement or disputes arising between them in connection with this agreement or its interpretation by direct informal negotiations.

ii. In case of failure of dispute resolution under Clause (i) above, the dispute shall be referred for its resolution to the Chief Executive Officers of the parties, with the office of TransPeshawar as place of sitting for the dispute resolution.

iii. In case of failure of dispute resolution under Clause (ii) above, the matter in dispute shall be referred to arbitration under the Arbitration Act, 1940.

III. Effectiveness and Duration of Contract

i. Unless otherwise agreed between the parties, the agreement shall be effective from the date of signature by both the parties for a period of three (03) years, further extendable on the mutual consent of the parties.

ii. In case Second Part intends to extend the Agreement, it shall communicate to the First Part, of its intention, in writing at least three (03) months before expiry of the Agreement, on the same or revised terms and condition, as deemed appropriate by the First Part.

IV. Material Breach

For purposes of this Agreement, a material breach shall include, but not be limited to:

i. failure of Second Part to pay monthly share of OFF-US Cash Transaction payment from use of ATM or guaranteed amount in case ATM is out of service, by the due date;

ii. discontinuity of ATM service for more than 90 days;

iii. issuance of three Notices in a month for violation under the Agreement on same or multiple issues impacting the vary purpose of this Agreement.

iv. Fails to install and operate the ATM within six (6) months of signing of the Agreement;

v. If the Second Part is unable to replenish the performance security within 7 business days.

V. Penalty and Termination

i. If the Second Part fails to perform its obligations under the Agreement and remedy the breach within seven (07) Business Days, after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC in writing, then the First Part shall be entitled to impose penalty to the amount equal to Rs. 5000 per instance which will be deducted from the performance security and the Second Part shall replenish the deducted amount within seven (7) business days of such deduction.

ii. The First Part, in addition to and without prejudice to any other right it may have under the Applicable Laws or in accordance with this Agreement, may seek specific performance of this Agreement

iii. If the Second Part commits a material breach of this Agreement, the First Part shall have the right to terminate this Agreement forthwith on notice to the Second Part. In case of termination the performance security, remaining or full as the case may be, shall be forfeited.

VI. Amendment(s)

Through mutual consent, the agreement read with its terms and conditions, between the Parties may be amended. The amendment to the agreement shall be in writing and shall be signed by both the parties.

VII. Termination for Convenience

Either Part may terminate the Agreement with three-month advance notice to the other Part without assigning of any reason.

VIII. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been duly given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the following address:

For First Part:

Chief Executive Officer, Second Floor, KPUMA Building, Near Northern Bypass, G.T Road Peshawar, Pakistan.

Office Tel No: +92 91 2621393; Email: info@transpeshawar.pk

For Second Part:

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IX. Entry into Force

This Agreement shall come into force and effect upon signature by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives in copies in the city of on the day and year first above written.

First Part

Second Part

Name: Name:

Designation: Chief Executive Officer

Company:

Company: TransPeshawar (The Urban Mobility Company)

WITNESSES: 1. _____ 2. _____

Name:

Name: .

CNIC:

CNIC: .