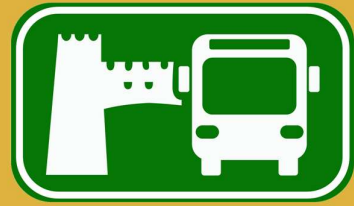


TransPeshawar (The Urban Mobility Company)



TRANS PESHAWAR
The Urban Mobility Company

Bid Solicitation Documents

For Provision of External Auditor's Services to TransPeshawar

Procurement Title	Provision of External Auditor's Services to TransPeshawar
Contract Ref No.	TPC/FD/EAS/OCB/2024-25/001
Bid Security	Bid Security shall be 2% of the bid price submitted in shape of CDR from a scheduled bank of Pakistan in the name of Chief Executive Officer (CEO), TransPeshawar (The Urban Mobility Company). The bid security shall be provided from the account of bidder submitting the bid.
Date of Bid Solicitation Documents	August 05, 2024
Deadline for Submission of Bids	11:30 AM PST August 20, 2024 August 27, 2024
Date and Time for Opening of Bids	11:45 AM PST August 20, 2024 August 27, 2024

1. TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority.
2. TransPeshawar intends to hire the services of a Chartered Accountants Firm for external audit of the company for the years ending on June 30, 2023 and June 30, 2024 in accordance with Terms of Reference attached as **Appendix- I** (herein after called the "Services"). The scope of the services may be extended to upcoming financial years if desired by TransPeshawar on mutual agreement.
3. It is understood that the bidder has gone through the entire Bid Solicitation Documents and has complete understanding of the terms and conditions, scope of services etc. mentioned here along with their implication.
4. You must quote for complete services under the Bid Solicitation Documents. Financial Offer will be evaluated for complete scope of services and contract awarded to the firm offering the lowest evaluated total cost of all the Services meeting technical and financial requirements.
5. You shall submit **one original of the Price Bid** on the Form of Bid, and clearly marked "**Original**". In addition, you shall also submit **one copy marked as "COPY"**. In case of any discrepancy between the Original and Copy, the original shall prevail. **Your Bid in the attached format should be signed, sealed in an envelope** and addressed to and delivered to the following address:

Chief Executive Officer TransPeshawar
First (1st) Floor KPUMA Building Main BRT Depot,
Opposite NHA Complex Chamkani, Peshawar.

6. Your bid must be written in the English language, must be accompanied by adequate supporting documentation, profiles and other relevant material/documentation in the same English language for each item of services.
7. The deadline for receipt of your bids by the TransPeshawar at the above address is 11: 30 AM (PST) August 27, 2024.
8. You shall submit only one set of bid for the above scope of services. Your bid must be typed and shall be signed by you or your authorized representative. **Without a signature in your Form of Bid, your bid will not be considered any further.**
9. Your bid should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Services is an integral part of the Contract.
 - (i) **PRICES:** The prices should be quoted for complete scope of services given under (**Appendix-II**) as a lump sum basis in Pakistani Rupees (PKR) and inclusive of all applicable Taxes in Pakistan including out of pocket expenses.
 - (ii) **BID SECURITY:** Bid security shall be submitted to the amount of two (2%) of the total bid amount in shape of CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be provided from the account of bidder submitting the bid. A bid not accompanied by compliant bid security shall be rejected as non-responsive;
 - (a) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids;

- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- (c) The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security.
- (d) The Bid security may be forfeited if:
 - i. a bidder withdraws his bid during the period of bid validity.
 - ii. In the case of a successful bidder, if he fails to:
 - accept the correction of his Bid Price
 - Furnish the Performance security
 - Sign the contract agreement

(iii) EVALUATION OF BIDS: Offers determined to be substantially responsive to the requirements will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Bid Solicitation Document, and it will not be considered further. TransPeshawar will evaluate and compare only the bids determined to be substantially responsive. In evaluating the bids, TransPeshawar will adjust for any arithmetical errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (c) if a Bidder refuses to accept the correction, his bid will berejected.

(iv) AWARD OF CONTRACT: The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of services. Required Technical and Financial Capability are as follows:

a) Technical Capability

1. Registration with Registrar of Firms;
2. Registered with ICAP;
3. Satisfactory QCR Rating of ICAP (Current);
4. Valid License of Practice;
5. Shall have an audit documentation software in compliance with international standards on Auditing (ISA)
6. Firm has a minimum of Three (03) partners;
7. Has overall experience of at least ten years;
8. Has specific experience of audit of public sector companies;
9. Valid Authorization of signatory to bid;
10. Affidavit of Integrity Pact on stamp paper duly notarized;
11. Affidavit from the firm, to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects.
12. Declaration on stamp paper that the firm or a partner of which firm is compliant with the International Federation of Accountants' (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.
13. Declaration on stamp paper that the firm has never been blacklisted by any Government Department/ Authority/agency/company.
14. A declaration from the firm that the below mentioned criteria as per section 247 of the Companies Act 2017 is being met.

- i. a person who is, or at any time during the preceding three years was, a director, other officer or employee of Client;
- ii. a person who is a partner of, or in the employment of, a director, officer or employee of Client;
- iii. the spouse of a director of the Client;
- iv. a person who is indebted to Client other than in the ordinary course of business of such entities;
- v. a person who has given a guarantee or provided any security in connection with the indebtedness of any third person to Client other than in the ordinary course of business of such entities;
- vi. a person or a firm who, whether directly or indirectly, has business relationship with TransPeshawar other than in the ordinary course of business of such entities;
- vii. a person who has been convicted by a court of an offence involving fraud and a period of ten years has not elapsed from the date of such conviction;
- viii. a body corporate;
- ix. a person who is not eligible to act as auditor under the code of ethics as adopted by the Institute of Chartered Accountants of Pakistan and the Institute of Cost and Management Accountants of Pakistan; and
- x. a person or his spouse or minor children, or in case of a firm, all partners of such firm who hold any shares of an audit client or any of its associated companies.

b) Financial Capability

- ❖ Registration with FBR and reflected on Active Tax Payer List;
- ❖ Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA);
- ❖ Has submitted 2% of bid security in form of a CDR / Demand Draft in favor of Chief Executive Officer (CEO) TransPeshawar.

Verifiable documentary proof of above requirements (Technical & Financial) along with company profile shall be submitted by the bidders for responsiveness of their bids. Failure to submit any relevant document to the above requirements will result in disqualification of bidder.

- (v) **VALIDITY OF THE OFFER:** Your bid should be valid for a period of one hundred twenty days (120) days from the deadline for receipt of bid indicated in Paragraph 7 of Bids Solicitation Documents.
- (vi) **PERFORMANCE SECURITY:** Within seven (07) days of issuance of Letter of Award/Acceptance from the client, the successful bidder shall furnish the performance security in Pak Rupees to the amount of ten (10%) of contract price in shape of CDR/Bank Guarantee on a format as prescribed by the Client, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan. Performance Security shall remain valid thorough out execution of the contract and will be released after completion of the contract and subject to satisfactory performance.
- (a) Failure of the successful bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the client may award the contract to the next lowest evaluated bidder whose offer is substantially responsive.
- (vii) **SIGNING OF CONTRACT:** Within seven (07) days of issuance of the Letter of Award/Acceptance the successful bidder will sign the contract agreement with the Client.

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

Name: CEO, TransPeshawar

Email Address: To: ceo@transpeshawar.pk

CC: muhammad.aamir@transpeshawar.pk, khalil.ahmed@transpeshawar.pk

11. The bidder whose bid has been accepted will be notified of the award of contract through the Letter of Acceptance issued by TransPeshawar within validity of bid.

TERMS OF REFERENCE (TORs)**1. Background**

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

2. Objective(s) of the Assignment

The engagement of external auditors is a statutory requirement of the Companies Act 2017, requiring inter alia under its relevant sections that every company shall at each annual general meeting appoint an auditor or auditors to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting. The audit committee of the Client in 16th meeting has decided to hire services of a reputable Chartered Accountants Firm for external audit of the company for the years ending on June 30, 2023 and June 30, 2024.

3. Scope of Work/Deliverables:

- (i) Audit of the annual financial statements of the Client for twelve months ending on June 30, 2023 as per companies act;
- (ii) Audit of the annual financial statements of the Client for twelve months ending on June 30, 2024 as per companies act;
- (iii) Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 for the year ended June 30, 2023;
- (iv) Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 for the year ended June 30, 2024;
- (v) Attend meetings of Committee's, Board of Directors of the Client and Annual General Meeting.
- (vi) Prepare and submit to the Client and designated forum a management letter.

4. Payment

Milestone/ Deliverable	Time Period for Delivery of Service	Payment
Audit report on the annual financial statements of the Client for twelve months ending on June 30, 2023 as per companies act	Within 60 Days of signing of contract.	50% fee of the 2023 year
Audit report on the annual financial statements of the Client for twelve months ending on June 30, 2024 as per companies act	Within 120 Days of signing of contract.	50% fee of the 2024 year
Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 for the year ended June 30, 2023	Within 60 Days of signing of contract.	35% fee of the 2023 year
Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 for the year ended June 30, 2024	Within 120 Days of signing of contract.	35% fee of the 2024 year

Prepare and submit to the Company and designated forum a management letter for year 2023	Within 60 Days of signing of contract.	15% of fee of the 2023 year
Prepare and submit to the Company and designated forum a management letter for year 2024	Within 120 Days of signing of contract.	15% of fee of the 2024 year

FORM OF BID

To:

Chief Executive Officer TransPeshawar,
 First (1st) Floor KPUMA Building Main BRT Depot,
 Opposite NHA Complex Chamkani, Peshawar.

We offer to execute the **Provision of External Auditor's Services for TransPeshawar** in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ inclusive of all taxes (amount in words and numbers) (_____) in PKR with following breakup.

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

S/No.	Description	Cost of Services for year 2023 (PKR)	Cost of Services for year 2024 (PKR)	Out of Pocket Expenses for year 2023 (PKR)	Out of Pocket Expenses for year 2024(PKR)	Total Price in PKR Inclusive of all Taxes
1	All services as per Appendix-I of this BSD. The total price shall be inclusive of all taxes out-of-pocket expenses.					

We propose to complete the Services (mentioned in Appendix-I) as per time line from the effective date.

Authorized Signature:**Name and Title of Signatory:****Name of Service Provider:****Address:****Phone Number:****Email Address:**

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONSULTANT**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[name of consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKPK) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKPK through any corrupt business practice.

Without limiting the generality of the foregoing, [name of consultant] represent 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 inducing 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 consultant] 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 consultant] 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 rights and remedies available to GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [name of Consultant] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultant] 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.

Name of Consultant: .

Signature:

[Seal]

(FORM OF BANK GUARANTEE)

PERFORMANCE SECURITY

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

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

Ref: Letter of Award for [**Name of Service**] dated <Insert date> (the “**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 TransPeshawar Building, Chamkani, GT Road, 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 [**Name of Service**] (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.
- 5.2 Any notice given under this Guarantee shall be deemed to be duly given:

- A. in the case of facsimile transmission, on the date and at the time shown on the transmission report by the machine from which the facsimile was sent, subject to the machine producing a report that the facsimile was sent in its entirety to the contact details of the addressee stated in Schedule 1 (the "**Contact Details**"); and
 - B. in the case of email:
 - (A) at the time of receipt by the sender of an email acknowledgement from the intended addressee's information system showing that the email has been delivered to the email address of that addressee; or
 - (B) if no email acknowledgement is received, then at the time the email enters an information system which is under the control of the intended addressee (and the addressee shall make available at the request of the sender, evidence of such time); and
 - C. in the case of delivery by hand or registered courier, at the time of and on the date of delivery.
- 5.3 Any notice or demand given or made by employer or the Guarantor relating to this Guarantee shall be in English.

6 DISPUTE RESOLUTION

6.1 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:

SCHEDULE TO THE PERFORMANCE GUARANTEE

<p>For employer: Transpeshawar Company <Address line1> <Address line2> <Address line3> Tel: <Insert employer's telephone number> Fax: <Insert employer's fax number> Email: <Insert employer's email address> For the Attention of < _____ ></p>
<p>For the Guarantor: <Insert Guarantor's Name> <Address line1> <Address line2> <Address line3> Tel: <Insert Guarantor's telephone number> Fax:<Insert Guarantor's fax number> Email:<Insert Guarantor's email address> For the Attention of < _____ ></p>

CONTRACT AGREEMENT

FOR

**PROVISION OF EXTERNAL AUDITOR'S SERVICES TO
TRANSPESHAWAR**

General Conditions of Contract

1. GENERAL PROVISIONS	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) "Applicable Law" means the applicable law of Islamic Republic of Pakistan. (b) "Procuring Entity PE" means the implementing entity which signs the contract as mentioned under SC. (c) "Consultant" means an entity providing professional services as provided in SC. (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices. (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6; (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. (g) "Foreign Currency" means any currency other than the currency of the PE's country. (h) "GC" means these General Conditions of Contract. (i) "Government" means the Government of Khyber Pakhtunkhwa. (j) "KPPR, 2014" means Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014; (k) "Local Currency" means Pak Rupees. (l) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities. (m) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them. (n) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof. (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented. (p) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References. (q) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services. (r) "In writing" means communicated in written form with proof of receipt. (s) "Fee" is the amount inclusive of remuneration and out of pocket expenses including all applicable taxes.
1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law
1.3 Language	This Contract is executed in the language specified in the SC, which shall be the

	binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	<p>1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p>1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
1.5 Location	The Services shall be performed at such locations as are specified in SC of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve.
1.6 Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms as specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes & Duties	The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price (contract price shall be inclusive of all applicable taxes).
1.9 Fraud & Corruption	<p>A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies provided for under the contract or Applicable Law including blacklisting/disqualification as provided in KPPR, 2014. Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.</p> <p>Integrity Pact</p> <p>B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-III to this Form of Contract, then the Client shall be entitled to:</p>

	<p>(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;</p> <p>(b) terminate the Contract;</p> <p>(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants; and</p> <p>(d) Forfeit performance security</p>
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
2.1 Effectiveness of Contract	The Contract shall come into effect on the date the Contract is signed by both the Parties. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3 Expiration and Extension of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The Contract will be subject to extension as stated in SC, with mutual consent and on agreed terms between the parties, before expiration of the Contract.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
2.5.1 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.2 Extension of Time	Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such

	party was unable to Perform such action as a result of Force Majeure.
2.6 Material Breach and Termination	<p>If the Consultant commits a material breach of the Contract and fails to remedy such breach within given time of issuance of notice indicating such breach, the PE shall be entitled to, without prejudice to any other remedy under Applicable Law or the Contract, seek specific performance of the Contract or terminate the Contract on notice to the Consultant. In case of such termination, the PE shall be entitled to forfeit Performance Security fully, apart from other remedies provider for under the Relevant Law and/or the Contract. However, in case of Force Majeure, if the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, the Contract may be terminated without imposition of liquidated damages or forfeiture of Performance Security.</p> <p>For the purposes of the Contract, a material breach shall be if the Consultant:</p> <ul style="list-style-type: none"> a) delegates or sub-contracts the Contract or part thereof in contravention to the Contract; b) abandons any of its obligations prematurely under the Contract; c) consistently fails to observe any provision of the Contract (despite being given three (03) notices on the same or multiple issues/instances in relation thereto); or d) Fails to replace or renew or replenish the Performance Security in accordance with the provisions of the Contract. e) is bankrupt, or insolvent, placed under business rescue or is sequestrated (whether provisionally or finally and whether voluntary or compulsorily); or f) fails to comply with any instruction given to the Consultant by the PE results in issuance of three notices in respect of particular breach of a Contract. g)If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices or violated integrity pact in competing for or in executing the Contract. h)If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
2.6.2. Payment Upon Termination Due to Material Breach	<p>Upon termination of this Contract pursuant to Clauses GC 2.6.1, the PE may make the following Payments to the Consultant:</p> <ul style="list-style-type: none"> a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination.
3. OBLIGATIONS OF CONSULTANT	
3.1 General	
3.1.1 Standard of Performance	The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound

	management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.
3.2 Conflict of Interests	The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.	The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.
3.5 Consultant's Actions Requiring PE's Prior Approval	The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the Performance of any Part of the Services, b) any other action that may be specified in the SC.

<p>3.6 Reporting Obligations</p>	<p>a) The Consultant shall submit to the PE the reports and documents specified Term of Reference attached as (Appendix-I), in the form, in the numbers and within the time Period set forth in the said Appendix.</p> <p>b) Final reports shall be delivered in soft in addition to the hard copies specified in said Appendix.</p>
<p>3.7 Documents Prepared by the Consultant to be the Property of the PE</p>	<p>a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.</p> <p>b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.</p>
<p>3.8 Accounting, Inspection and Auditing</p>	<p>3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE.</p>
<p>4. CONSULTANT'S PERSONNEL</p>	
<p>4.1 Description of Personnel</p>	<p>The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.</p>
<p>4.2 Removal and/or Replacement of Personnel</p>	<p>a) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person.</p> <p>b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<p>5. OBLIGATIONS OF PE</p>	
<p>5.1 Assistance and</p>	<p>The PE shall use its best efforts to ensure that the Government shall provide the</p>

Exemptions	Consultant such assistance and exemptions as specified in the SC.
5.2 Services, Record and Facilities	The PE shall make available free of charge to the Consultant the services, record and facilities as listed under SC.
6. PAYMENTS TO CONSULTANT	
6.1 Performance Security	<p>6.1.1. The Consultant shall ensure that it maintains with the PE an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations under the Contract, in the requisite forms until the Consultant has fulfilled all of its obligations under the Contract. The Consultant shall deliver to the PE, within 07 days of issuance of Letter of Award/Acceptance, the duly executed Performance Security in shape, currency, and amount as mentioned under SC.</p> <p>6.1.2. In case of Bank Guarantee, it shall have a term of [one (1) year] and shall be renewed or replaced, in case of extension of the Contract. Such renewed or replacement of Bank Guarantee shall be delivered to the PE no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. The PE shall return the previously provided Bank Guarantee to the Consultant within ten (10) days of the receipt of the replacement Bank Guarantee.</p> <p>6.1.3. In case of bank guarantee, the Performance Security shall be issued by a scheduled bank of Pakistan.</p> <p>6.1.4. If the Consultant fails to provide the PE with a replacement Bank Guarantee as required under the Contract, the PE may (without prejudice to its other remedies) immediately liquidate submitted Bank Guarantee.</p> <p>6.1.5. If the Performance Security is partially liquidated, the Consultant is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Consultant fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of the Contract and the PE shall be entitled to liquidate the remainder of the Performance Security and terminate the Contract pursuant to GC Clause 2.6.1 of the Contract</p> <p>6.1.6. Subject to the fulfilment by the Consultant of all of its obligations under this Agreement, the Performance Security will be released by the PE within thirty (30) days after completion, in accordance with terms and conditions of the Contract, subject to receipt of request by the Consultant for such release.</p> <p>6.1.7. All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Consultant.</p> <p>6.1.8. The PE shall liquidate the Performance Security fully in case of material</p>

	breach.
6.2 Lump-sum Payment	The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix-I . The Contract Price may only be increased above the amounts stated in case if the Parties have agreed to additional Payments in accordance with Clause 2.4.
6.3 Contract Price	The price Payable in Pak Rupees is set forth in the SC.
6.4 Payment for Additional services	For the purpose of determining the fee for additional services as may be agreed under Clause 2.4, such payment shall be on pro-rata basis.
6.5 Terms and Conditions of Payment	Payments will be made to the account of the Consultant as specified in SC and according to the Payment schedule stated in the Term of Reference attached as Appendix-I .
7. GOOD FAITH	
7.1 Good Faith	The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
8. SETTLEMENTS OF DISPUTES	
8.1 Amicable Settlement	The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
8.2 Dispute Resolution	Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

Special Conditions of the Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	(b) TransPeshawar (The Urban Mobility Company) (c) Name of Consultant
1.3	The language is English.
1.4	The addresses are: Procuring Entity: Consultant:
1.5	TransPeshawar (The Urban Mobility Company), 2 nd Floor KPUMA building, near main BRT depot, Chamkani Peshawar
1.6	The joint venture/consortium/association of firms/companies.
1.7	The Authorized Representatives are: For the PE: For the Consultant:
2.2	The contract will commence from the issuance of Lette to Proceed, to be issued within seven (07) days of Effective Date.
2.3	The appointment of the Consultant shall be for a period of three (03) years from Effective Date and may be extendable for other three (03) years subject to mutual consent of the parties.
3.4	The Consultant shall be required to take out and maintain relevant insurance against risk as per Applicable Law.
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.
5.1	Not Applicable
5.2	5.2.1. The Consultant shall have full and complete access, at all reasonable times, to all records and documents including books of account, legal agreements, bank records, invoices, and any other information associated with the affairs of the PE as deemed necessary for provision of the Services. 5.2.2. The Consultant shall be provided with full cooperation by the PE including dedicated staff from finance department of the PE for provision/availability of relevant record. The Consultant shall be assured rights of access to banks and depositories, consultants, contractors, and other persons or firms hired by the PE.
6.1	The performance security shall be payable in PKR to the amount of 10% of the Contract Price in shape of Bank Guarantee on Form of Bank Guarantee Appendix-IV or CDR/DD in the name of CEO TransPeshawar.
6.3	The amount in Pak Rupees
6.5	The accounts are:
8.2	Disputes shall besettled under arbitration Act of 1940.

CONTRACT AGREEMENT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PE 's name]* ("the PE") having its principal place of business at *[insert PE 's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*. WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in **Appendix-I**, "Terms of Reference," which is made an integral Part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in **Appendix-I**, "Term of Reference," within the time Period listed in such Appendix, and "Form of Bid" attached as **Appendix -II** to Perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to **Appendix-I**, the PE shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

Payment shall be made in Pak Rupees, in accordance with payment schedule provider under Term of Reference **Appendix-I** against submission of invoices by the Consultant in duplicate.

4. Price Adjustment

Fee for the Services of the year 2022-23 and 2023-24 shall be fixed as per quoted price. Fee pursuant to the rates set forth in Appendix-II shall be adjusted for upcoming Financial Years for provision of the Services as per following formula:

$$RI = Rlo \times CPI \ y / \ CPI \ x$$

RI stand for the Fee of the specific Financial Year for which Fee is be fixed.

Rlo stand for the Fee of Financial Year preceding to the specific Financial Year. For first adjustment, the Rlo shall be average of the Total Price both financial years as quoted by the Consultant in in Appendix-II (Form of Bid).

CPI y is the General Consumer Price Index for the month of June of the specific financial year as published by Pakistan Bureau of Statistics. First adjustment will be provided for financial year 2024-25 and CPI y for the specific Financial Year will be General CPI rate as published on June 30, 2025.

CPI x is General CPI for the month of June of the previous Financial Year as published by Pakistan Bureau of Statistics. The CPI x for the Financial Year 2024-25 will be General CPI as published on June 30, 2024. For clarity, Fee for

financial year 2024-25 will be calculated as below and so on future financial years:

$$\mathbf{R2024-25 = Average\ of\ (R2022-2023\ \&\ R2023-24)\ X\ CPI\ 2024-25\ / \ CPI\ 2023-24}$$

- 6. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.
- 7. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.
- 8. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance**

The Consultant will be responsible for taking out appropriate insurance coverage for their Personnel and equipment, if required by Applicable Law.
- 11. Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.
- 12. Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan and/or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PE

FOR THE CONSULTANT

Title:
Signed by

Title:
Signed by