

Request for Proposal Document

for

**Provision of Security Services for KPUMA
Building at Chamkani**

Issued on.: September 21, 2024

Request for Proposal No.: TPC/OPS/OCB/Security/2024-25/007

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

Preface

This Request for Proposal document is prepared by TransPeshawar (The Urban Mobility Company) and will be used for hiring Service “**Provision of Security Services for KPUMA Building at Chamkani**” The Bidding Procedure is Single Stage - One Envelope.

Table of Contents - Summary Description

PART I BIDDING PROCEDURES

Section 1 - Instructions to Service Providers (ITSP)----- 1-1

This section specifies the procedures Service Providers should follow when preparing and submitting their Proposals. Information is also provided on the submission, opening, evaluation of Proposals, and on the award of contract.

Section 2 - Data Sheet (DS) ----- 2-1

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Service Providers).

Section 3 - Eligibility and Responsiveness Criteria (ERC) ----- 3-1

This section contains the criteria to be used to determine the responsiveness of Service Providers.

Section 4 - Standard Forms (SF) ----- 4-1

This section contains the forms to be completed by the Service Provider and submitted as part of its Proposal.

PART II REQUIREMENTS

Section 5 - Schedule of Requirement (SoR)----- 5-1

This section contains scope of services, area of operation, operation and maintenance obligations to be provided by Service Provider for "Provision of Security Services for KPUMA Building at Chamkani".

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6 - Service Agreement ----- 6-1

This section contains the general & specific clauses that govern the Services Agreement

Section 7 - Contract Forms (COF) ----- 7-1

This section contains forms that, once completed, will form part of the Contract. The forms for Performance Security, when required, shall only be completed by the successful Service Provider after contract award.

Section 1 - Instructions to Service Providers

Table of Contents

A.	General	1-3
1.	Scope of Services	1-3
2.	Fraud and Corruption	1-3
3.	Eligible Service Providers.....	1-4
4.	Eligible Materials, Equipment, and Services.....	1-5
B.	Contents of Request for Proposal Document	1-5
5.	Sections of Request for Proposal Document	1-5
6.	Clarification of Request for Proposal Document, Site Visit, Pre-Bid Meeting	1-5
7.	Amendment of Request for Proposal Document.....	1-6
C.	Preparation of Proposals.....	1-7
8.	Cost of Bidding.....	1-7
9.	Language of Proposal	1-7
10.	Documents Comprising the Proposal	1-7
11.	Letter of Proposal and Schedules	1-7
12.	Alternative Proposals	1-7
13.	Proposal Prices	1-7
14.	Currencies of Proposal and Payment.....	1-8
15.	Period of Validity of Proposals.....	1-8
16.	Bid Security.....	1-8
17.	Format and Signing of Proposal	1-9
D.	Submission and Opening of Proposals.....	1-9
18.	Sealing and Marking of Proposals.....	1-9
19.	Deadline for Submission of Proposals.....	1-10
20.	Late Proposals	1-10
21.	Withdrawal, Substitution, and Modification of Proposals.....	1-10
22.	Proposal Opening	1-10
E.	Evaluation and Comparison of Proposals.....	1-11
23.	Confidentiality	1-11
24.	Clarification of Proposals.....	1-11
25.	Deviations, Reservations, and Omissions	1-12
26.	Examination of Proposals.....	1-12
27.	Determination of Responsiveness	1-13
28.	Nonmaterial Nonconformities	1-13
29.	Correction of Arithmetical Errors	1-13
30.	Consideration and Comparison of financial offers	1-13

31.	Abnomally Low Proposal	1-14
32.	Procuring Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals..	1-14
F.	Award of Contract	1-15
33.	Award Criteria	1-15
34.	Letter of Award	1-15
35.	Signing of Contract.....	1-15
36.	Performance Security	1-15

Section 1 - Instructions to Service Providers

A. General

1. **Scope of Services**
 - 1.1 In connection with this Request for Proposal (RFP) as indicated in the **Data Sheet (DS)**, the Procuring Entity, as indicated in the **DS**, issues this Request for Proposal document for the scope of Services as specified in Section 5 (Schedule of Requirements) and indicated in **DS**. The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the **DS**.
 - 1.2 Throughout this Request for Proposal document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Fraud and Corruption**
 - 2.1 It is required that Service Providers shall observe the highest standard of ethics during the procurement and execution of contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under these rules and

- (b) The Procuring Entity will reject a proposal for award if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract apart from other remedies provided for under the relevant laws.

3. Eligible Service Providers

- 3.1 An eligible Service Provider shall be as indicated in **DS**. In the case of a Joint Venture, if so permitted,

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

- 3.2 A Service Provider, and all parties constituting the Service Provider, shall have the nationality of Pakistan. A Service Provider shall be deemed to have the nationality of Pakistan if the Service Provider is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan.

- 3.3 A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this proposal; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the proposal of another Service Provider, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (e) a Service Provider participates in more than one proposal in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITSP 12 of the Request for Proposal document. This will result in the disqualification of all Proposals in which it is involved; or
- (f) a Service Provider or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the procurement that is the subject of the

Proposal.

- 3.4 Service Providers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.5 Apart from above, the Service Providers shall provide their eligibility satisfactory to the Procuring Entity, as defined in **DS**.
- 4. **Eligible Materials, Equipment, and Services**
 - 4.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Procuring Entity's request, Service Providers may be required to provide evidence of the origin of materials, equipment, and services.
 - 4.2 For purposes of ITSP 4.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Request for Proposal Document

- 5. **Sections of Request for Proposal Document**
 - 5.1 The Request for Proposal document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITSP 7.
 - PART I Bidding Procedures**
 - Section 1 - Instructions to Service Providers (ITSP)
 - Section 2 - Data Sheet (DS)
 - Section 3 – Eligibility and Responsiveness Criteria (ERC)
 - Section 4 - Standard Forms (SF)
 - PART II Requirements**
 - Section 5 – Schedule of Requirements (SoR)
 - PART III Conditions of Contract and Contract Forms**
 - Section 6 – Services Agreement
 - Section 7 - Contract Forms (COF)
 - 5.2 The Invitation for RFP issued by the Procuring Entity is not part of the Request for Proposal document.
 - 5.3 The Procuring Entity is not responsible for the completeness of the Request for Proposal document and their addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for RFP.
 - 5.4 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the Request for Proposal document. Failure to furnish all information or documentation required by the

Request for Proposal document may result in the rejection of the proposal.

6. Clarification of Request for Proposal, Site Visit, Pre-Bid Meeting

- 6.1 A prospective Service Provider requiring any clarification on the Request for Proposal document shall contact the Procuring Entity in writing at the Procuring Entity's address and before the date and time indicated in the **DS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITSP 6.4. The Procuring Entity will respond to any request for clarification in the manner as indicated in the **DS**. The response shall include a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Request for Proposal document as a result of a request for clarification, it shall do so following the procedure under ITSP 7 and ITSP 19.2.
- 6.2 The Service Provider is advised to visit and examine the Premises and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the Premises shall be at the Service Provider's own expense.
- 6.3 The Service Provider and any of its personnel or agents will be granted permission by the Procuring Entity to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Service Provider, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.4 The Service Providers are encouraged to attend a pre-bid meeting, if provided for in the **DS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be disseminated as indicated in **DS**. Any modification to the Request for Proposal document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum pursuant to ITSP 7 and not through the minutes of the pre-bid meeting.
- 6.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Service Provider.

7. Amendment of Request for Proposal Document

- 7.1 At any time prior to the deadline for submission of Proposals, the Procuring Entity may amend the Request for Proposal document by issuing addenda.
- 7.2 Any addendum issued shall be part of the Request for Proposal

document and shall be communicated in manner as indicated in **DS**.

- 7.3 To give prospective Service Providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITSP 19.2.

C. Preparation of Proposals

- | | |
|---|--|
| 8. Cost of Bidding | 8.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 9. Language of Proposal | 9.1 The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Service Provider and the Procuring Entity, shall be written in the language specified in the DS . Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the DS , in which case, for purposes of interpretation of the Proposal, such translation shall govern. |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the following:</p> <ul style="list-style-type: none"> (a) Proposal Submission Letter; (b) Bid Security in accordance with ITSP 16; (c) written confirmation authorizing the signatory of the Proposal to commit the Service Provider, in accordance with ITSP 17.2 (Schedule 8 or Schedule 9); (d) Schedules as stipulated in DS and provided for in Section 4 (Standard Forms), in accordance with ITSP 11.1, along with documentary evidence as stipulated in relevant Schedules. <p>10.2 In addition to the requirements under ITSP 10.1, Proposals submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Service Provider shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.</p> |
| 11. Proposal Submission Letter and Schedules | 11.1 The Proposal Submission Letter, Schedules, and all documents listed under Clause 10, shall be prepared using the relevant forms in Section 4 (Standard Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the DS . |
| 12. Alternative Proposals | 12.1 Unless otherwise indicated in the DS , alternative Proposals shall not be considered. |
| 13. Proposal Prices | 13.1 The prices quoted by the Service Provider in the Proposal Submission Letter and in the relevant Schedule (s) shall conform to the |

requirements specified below.

13.2 The Service Provider shall submit proposal for complete scope of services as indicated in Section 5 (Schedule of Requirements) on given forms as identified in Section 4 (Standard Forms). Proposals submitted for incomplete scope will be rejected.

13.3 The Price to be quoted in the Proposal Submission Letter shall be the total price of the services. Absence of the total price in the Proposal Submission Letter may result in the rejection of the Proposal.

13.4 The offered price shall be inclusive of taxes and Service Provider shall be liable for payment of all applicable taxes, duties, and other levies under the Contract including sales tax on services.

14. Currencies of Proposal and Payment

14.1 The rates shall be quoted by the Service Provider entirely in Pak Rupees.

14.2 The currency of payment of contract price shall entirely be in Pak Rupees.

15. Period of Validity of Proposals

15.1 Proposals shall remain valid for the period specified in the **DS** after the Proposal submission deadline prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

15.2 In exceptional circumstances, prior to the expiration of the proposals' validity period, the Procuring Entity may request Service Providers to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITSP 16, it shall also be extended 28 days beyond the deadline of the extended validity period. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request shall not be required or permitted to modify its Proposal.

16. Bid Security

16.1 Unless otherwise specified in the **DS**, the Service Provider shall furnish as part of its Proposal, in original form a bid security as specified in the **DS**. The amount and currency of bid security shall be as specified in the **DS**.

16.2 Unless otherwise specified in the **DS**, any Proposal not accompanied by a substantially compliant bid security it shall be rejected by the Procuring Entity as nonresponsive.

16.3 If a bid security is specified pursuant to ITSP 16.1, the bid security of unsuccessful Service Providers shall be returned promptly upon the successful Service Provider's furnishing of the performance security pursuant to ITSP 36.

16.4 If a bid security is specified pursuant to ITSP 16.1, the bid security of the successful Service Provider shall be returned as promptly as possible once the successful Service Provider has signed the Contract

and furnished the required performance security.

16.5 The bid security may be forfeited, if

- (a) notwithstanding ITSP 21.3, a Service Provider withdraws its proposal during the period of proposal validity specified by the Service Provider on the Proposal Submission Letter, except as provided in ITSP 15.2; or
- (b) the successful Service Provider fails to
 - (i) sign the Contract in accordance with ITSP 35;
 - (ii) furnish a performance security in accordance with ITSP 36;
 - (iii) accept the arithmetical correction of its Proposal in accordance with ITSP 29.

16.6 The bid security of a Joint Venture may be submitted as indicated in **DS**.

17. Format and Signing of Proposal

17.1 The Service Provider shall prepare one original set of the documents comprising the Proposal as described in ITSP 10 and clearly mark it "ORIGINAL." Alternative Proposals, if permitted in accordance with ITSP 12, shall be clearly marked "ALTERNATIVE." In addition, the Service Provider shall submit copies of the Proposal in the number specified in the **DS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

17.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Service Provider. This authorization shall consist of a written confirmation as specified in the **DS** and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialed by the person signing the Proposal. If a Service Provider submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Procuring Entity shall request the Service Provider to submit an acceptable/valid authorization within the number of days as specified in the **DS**. Failure to provide an acceptable/valid authorization within the prescribed period of receiving such a request shall cause the rejection of the Proposal.

17.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

D. Submission and Opening of Proposals

18. Sealing and Marking of Proposals

18.1 Service Providers may always submit their Proposals by mail or by hand. When so specified in the **DS**, Service Providers shall have the option of submitting their Proposals electronically. Procedures for submission, sealing, and marking are as follows:

- (a) Service Providers submitting Proposals by mail or by hand shall

enclose the original and each copy of the Proposal, including alternative Proposals, if permitted in accordance with ITSP 12, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITSP 18.2 and ITSP 18.3.

- (b) Service Providers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified in the **DS**.

18.2 The inner and outer envelopes shall

- (a) bear the name and address of the Service Provider;
- (b) be addressed to the Procuring Entity as provided in ITSP 19.1;
- (c) bear the specific identification of this bidding process indicated in ITSP 1.1; and
- (d) bear a warning not to open before the time and date for proposal opening.

18.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Proposal.

19. Deadline for Submission of Proposals

19.1 Proposals must be received by the Procuring Entity at the address and no later than the date and time indicated in the **DS**.

19.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals by amending the Request for Proposal documents in accordance with ITSP 7, in which case all rights and obligations of the Procuring Entity and Service Providers previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Proposals

20.1 The Procuring Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITSP 19. Any Proposal received by the Procuring Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Service Provider.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 A Service Provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITSP 17.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification or withdrawal of the Proposal must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITSP 17 and ITSP 18 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Procuring Entity prior to the deadline prescribed for submission of Proposals, in accordance with ITSP 19.

21.2 Proposals requested to be withdrawn in accordance with ITSP 21.1 shall be returned unopened to the Service Providers.

21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Service Provider on the Proposal Submission Letter or any extension thereof.

22. Proposal Opening

22.1 The Procuring Entity shall open the Proposals in public at the address, on the date, and time specified in the **DS** in the presence of Service Providers' designated representatives and anyone who choose to attend. Any specific electronic proposal opening procedures required if electronic bidding is permitted in accordance with ITSP 18.1, shall be as specified in the **DS**.

22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Service Provider. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at proposal opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Service Provider. No proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at proposal opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.

22.3 All other envelopes shall be opened one at a time, reading out the name of the Service Provider; the Offered Price; the presence of a bid security; and any other details as the Procuring Entity may consider appropriate. Unless otherwise specified in the **DS**, all pages of the Proposal Submission Letter and Schedules are to be initialed by at least three members of procuring entity attending the Proposal opening. No Proposal shall be rejected at Proposal opening except for late Proposals, in accordance with ITSP 20.1.

22.4 The Procuring Entity shall prepare a record of the Proposal opening that shall include, as a minimum, the name of the Service Provider and whether there is a withdrawal, substitution, or modification; the Offered Price; and the presence or absence of a bid security. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Proposals

- | | |
|--|---|
| 23. Confidentiality | <p>23.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals and recommendation of contract award, shall not be disclosed to Service Providers or any other persons not officially concerned with such process until announcement of Proposal evaluation report to all Service Providers in accordance with relevant rules.</p> <p>23.2 Any attempt by a Service Provider to influence the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>23.3 Notwithstanding ITSP 23.2, from the time of Proposal opening to the time of Contract award, if any Service Provider wishes to contact the Procuring Entity on any matter related to the bidding process, it may do so in writing.</p> |
| 24. Clarification of Proposals | <p>24.1 To assist in the examination, evaluation, and comparison of the Proposals, the Procuring Entity may, at its discretion, ask any Service Provider for a clarification of its Proposal. Any clarification submitted by a Service Provider that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except as provided for in the relevant rules or to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Proposals, in accordance with ITSP 29.</p> <p>24.2 If a Service Provider does not provide clarifications of its Proposal by the date and time set in the Procuring Entity's request for clarification, its Proposal may be rejected.</p> |
| 25. Deviations, Reservations, and Omissions | <p>25.1 During the evaluation of Proposals, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Request for Proposal document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposal document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Request for Proposal document. |
| 26. Examination of Proposals | <p>26.1 The Procuring Entity shall examine the Proposal to confirm that all documents requested in ITSP 10 have been provided, and to determine the completeness of each document submitted.</p> <p>26.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Proposal. If any of these</p> |

documents or information is missing, the Proposal shall be rejected.

- (a) Proposal Submission Letter;
- (b) written confirmation of authorization to commit the Service Provider in accordance with Schedule 8 or Schedule 9;
- (c) Bid Security;
- (d) All schedules required in accordance with ITSP 10 (d) along with attachments.

27. Determination of Responsiveness

27.1 The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the Proposal itself, as defined in ITSP 10.

27.2 A substantially responsive Proposal is one that meets all the requirements stipulated under Section 3 (Eligibility and Responsiveness Criteria) and other terms and conditions of RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Request for Proposal document, the Procuring Entity's rights or the Service Provider's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.

27.3 If a Proposal is not substantially responsive to the requirements of the Request for Proposal document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28. Nonmaterial Nonconformities

28.1 Provided that a Proposal is substantially responsive, the Procuring Entity may waive any nonconformities in the Proposal that do not constitute a material deviation, reservation, or omission.

28.2 Provided that a Proposal is substantially responsive, the Procuring Entity may request that the Service Provider submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Service Provider to comply with the request may result in the rejection of its Proposal.

29. Correction of Arithmetical Errors

29.1 Provided that the Proposal is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), and (b) above.

29.2 If the Service Provider that submitted the lowest evaluated price does not accept the correction of errors, its Proposal shall be disqualified and its bid security may be forfeited.

30. Consideration and Comparison of Financial Offers

- 30.1 Financial offers of substantially responsive Service Providers will be compared for determination of the lowest evaluated Proposal.
- 30.2 The Procuring Entity shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 30.3 To evaluate a Proposal, the Procuring Entity shall consider the following:
 - (a) The Proposal price as quoted in accordance with ITSP 13;
 - (b) Price adjustment for correction of arithmetic errors in accordance with ITSP 29;
 - (c) Assessment whether the bid is abnormally low in accordance with ITSP 31.

31. Abnormally Low Proposals

- 31.1 An abnormally low Proposal is one where the proposal price appears to be low than aggregate price of prevailing minimum wage calculated for proposed personnel, ESSI, and EOBI contribution for the proposed personnel, miscellaneous charges @5% of minimum wage and applicable taxes.
- 31.2 If the Proposal is determined to be abnormally low in accordance with ITSP 31.1, the Proposal will be rejected summarily and will not be considered for comparison of financial offers. The Procuring Entity may make a similar determination for the next substantially responsive financially lowest Proposal, and so on, if required.
- 31.3 If the Proposal price is at par with the aggregate price of prevailing minimum wage calculated for proposed personnel, ESSI, and EOBI contribution for the proposed personnel, miscellaneous charges @5% of minimum wage and applicable taxes i.e., without margin of profit and overheads, the procuring entity will accept the proposal, but require that the amount of the performance security be increased at the expense of the service provider to twice the amount as stipulated under ITSP 36.

- 32. Procuring Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 32.1 The Procuring Entity reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Service Providers. In case of annulment the bid securities shall be promptly returned to the Service Providers.

F. Award of Contract

- 33. Award Criteria**
- 33.1 The Procuring Entity shall award the Contract to the Service Provider who is substantially responsive to the requirements of Request for Proposal documents/Eligibility and Responsiveness Criteria and whose financial offer has been determined to be the lowest evaluated financial offer and will be declared as successful Service Provider.
- 34. Letter of Award**
- 34.1 Prior to the expiration of the period of proposal validity, the Procuring Entity shall transmit the Letter of Award using the form including in Section 7 (Services Agreement Forms) to the successful Service Provider, in writing, that its Proposal has been accepted.
- 34.2 Until a formal contract is prepared and executed, the Letter of award shall constitute a binding Contract.
- 35. Signing of Contract**
- 35.1 Promptly after notification of Letter of Award, the Procuring Entity shall send the successful Service Provider the Contract Agreement.
- 35.2 Within 10 days of issuance of the Letter of Award or as indicated in **DS**, the successful Service Provider shall sign, date, and return it to the Procuring Entity.
- 36. Performance Security**
- 36.1 Within 10 days or as indicated in **DS**, of the issuance of Letter of award from the Procuring Entity, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 7 (Services Agreement Forms), or another form acceptable to the Procuring Entity.
- 36.2 Failure of the successful Service Provider to submit the above-mentioned 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 Procuring Entity may award the Contract to the next lowest evaluated Service Provider whose offer is substantially responsive.

Section 2 - Data Sheet

A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: TPC/OPS/OCB/Security/2024-25/007
ITSP 1.1	The Procuring Entity is: TransPeshawar (The Urban Mobility Company)
ITSP 1.1	The name of the bidding process is "Single Stage One Envelope" The identification number of the Request for Proposal Document is: TPC/OPS/OCB/Security/2024-25/007
ITSP 3.1	A Service Provider must be a company incorporated in/registered with Security and Exchange Commission of Pakistan (SECP) not later than 2017 for Providing Security Services. (Joint Venture are not allowed.)
ITSP 3.5	The Service Provider must be: <ul style="list-style-type: none"> i. Registered with FBR for income tax and reflected on active taxpayers list; ii. Registered with KPRA for sales tax on services. iii. Registered with ESSI with minimum annual deposits/contributions of PKR. 500,000. iv. Registered with EOBI with minimum annual deposits/contributions of PKR. 500,000. v. Valid License for all/required weapons (as per requirement of SoR) issued by competent authority (Section 5 of the RFP) vi. Possessing a valid license issued by the Ministry of Interior, Government of Pakistan or Home and Tribal Affairs Department of KP for provision of security services. Proof of renewal shall be provided in case of expiry of the license. vii. Successfully completed/ongoing two (02) contracts for providing of security services in last five (05) years (2019-2024) to the public/private entities in Pakistan. (Worth of single contract should be 50 million or above). viii. Average Annual net worth for last three years (2021, 2022, 2023) shall be PKR. 20 million evidence from submitted audited financial statements. ix. Minimum average annual turnover (AAT) for last three (03) years (2021, 2022, 2023) is PKR 100 million or above; x. An affidavit on stamp paper worth PKR. 150 or above duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity.

B. Contents of Request for Proposal Document

ITSP 6.1	For <u>clarification purposes</u> only, the Procuring Entity's address is: Attention: Chief Executive Officer (CEO), TransPeshawar
----------	---

	<p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>E-mail: To: khalil.ahmed@transpeshawar.pk aamirkhatk@gmail.com</p> <p>cc: ceo@transpeshawar.pk</p> <p>Requests for clarification should be received by the Procuring Entity before the date fix for holding Pre-bid meeting.</p> <p>Request for Clarification (s) will respond via minutes of pre-bid meeting issued by the Procuring Entity.</p>
ITSP 6.4	<p>A Pre-Bid meeting shall take place.</p> <p>Date: September 26, 2024</p> <p>Time: 11:30 AM (PST)</p> <p>Place: TransPeshawar Office, 1st Floor KPUMA Building, Main BRT Depot, Chamkani Peshawar, Pakistan</p>
ITSP 6.5	<p>Minutes of pre-bid meeting will hoisted on website of the Procuring Entity and sent to all Service Providers who have attended pre-bid meeting.</p>
ITSP 7.2	<p>The addendum will be hoisted on website of the Procuring Entity or KPPRA or both and may be published in newspapers if the Procuring Entity deems necessary and if the amendments are of substantial nature. The addendum may be sent to the services providers attended pre-bid meeting if so is conducted.</p>

C. Preparation of Proposals

ITSP 9.1	The language of the Proposal is: English
ITSP 10.1 (d)	<p>The Service Providers are required to submit following schedules as provided for in Section 4 (Standard Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 1: Breakup of Proposal Prices; 2. Schedule 2: Service Provider's Information Sheet; 3. Schedule 3. Financial Soundness 4. Schedule 4: Contractual Experience 5. Schedule 5: Bid Security in shape of Bank guarantee; 6. Schedule 6. Authorization/Power of Attorney (Firm/Company).
ITSP 12.1	Alternative Proposals are not permitted.
ITSP 15.1	The Proposal validity period shall be one hundred fifty (150) days.

ITSP 16.1	Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of 2% of proposal price as Bank Guarantee on format as prescribed in Section 4 (Standard Forms) or in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the Service Provider who submits the proposal.
ITSP 16.6	Joint ventures are not allowed.
ITSP 17.1	In addition to the original Proposal, the number of copies is: One number of copy
ITSP 17.2	The written confirmation of authorization to sign on behalf of the Service Provider shall be provided on the format as given under Section 4 (Standard Forms) specifying the representative's authority to sign the Proposal on behalf of, and to legally bind, the Service Provider.
ITSP 17.2	The Service Provider shall submit an acceptable authorization within three (03) working days.

D. Submission and Opening of Proposals

ITSP 18.1	Service Providers not have the option of submitting their Proposals electronically.
ITSP 19.1	<p>For <u>Proposal submission purposes</u> only, the Procuring Entity's address is: Attention: Chief Executive Officer (CEO), TransPeshawar Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The deadline for Proposal submission is: Date: October 09, 2024 Time: 11:30 AM (PST)</p>
ITSP 22.1	<p>The Proposal opening shall take place at: Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: October 09, 2024 Time: 11:45 AM (PST)</p>
ITSP 35.2	Within seven (07) working days of issuance of Letter of Award/contract agreement the Service Provider shall sign the contract.
ITSP 36.1	Performance Security shall be provided within seven (07) working days of issuance of Letter of Award.

Section 3 – Eligibility and Responsiveness Criteria

Table of Criteria

1. Eligibility and Responsiveness Criteria	3-2
1.1 Nationality	3-2
1.2 Conflict of Interest.....	3-2
1.3 Registration with FBR.....	3-2
1.4 Registration with KPRA	3-2
1.5 Not Blacklisted	3-2
1.6 EOBI	3-2
1.7 ESSI	3-3
1.8 Kalashnikov/Pistol License	3-3
1.9 License from Interior Ministry	3-3
1.10 Financial Soundness (Historical Financial Performance)	3-3
1.11 Financial Soundness (Average Annual Turnover)	3-3
1.12 Contractual Experience	3-3

1. Eligibility and Responsiveness Criteria

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

1.1 Incorporation/Registration

Company incorporated/registered in Pakistan with Security and Exchange Commission of Pakistan not later than 2017 as security service provider.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

1.2 Conflict of Interest

No conflicts of interest	must meet requirement	not applicable	not applicable	not applicable	Proposal Submission Letter
--------------------------	-----------------------	----------------	----------------	----------------	----------------------------

1.3 Registration with FBR

Registered with FBR for income tax and reflected on active taxpayer list.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

1.4 Registration with KPRA

Registered with KPRA for sales tax on Services.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

1.5 Not Blacklisted

An affidavit on stamp paper worth PKR. 150 or above duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity.	must meet requirement	not applicable	not applicable	not applicable	Certificate on stamp paper worth PKR. 150 or above duly notarized to the effect submitted with schedule 2
--	-----------------------	----------------	----------------	----------------	---

1.6 EOBI

Registered with EOBI with minimum annual deposits/contributions of PKR. 500,000.	must meet requirement	not applicable	not applicable	not applicable	Certificate of registration along with deposit slip submitted with schedule 2
--	-----------------------	----------------	----------------	----------------	---

1.7 ESSI

Registered with ESSI in any province with minimum annual deposits/contributions of PKR. 500,000.	must meet requirement	not applicable	not applicable	not applicable	Certificate of registration along with deposit slip submitted with schedule 2
--	-----------------------	----------------	----------------	----------------	---

1.8 Kalashnikov /222 and Pistol License in accordance with schedule of Requirement (SOR)

Valid License for required/all weapons issued by competent authority.	must meet requirement	not applicable	not applicable	not applicable	Total required no. of Kalashnikov/pistol (in accordance with requirement in SoR) with valid license submitted with schedule 2
---	-----------------------	----------------	----------------	----------------	---

1.9 License Issued by Ministry of Interior Government of Pakistan or Home and Tribal Affairs Department of KP

Possessing a valid license issued by the Ministry of Interior, Government of Pakistan or Home and Tribal Affairs Department of KP for provision of security services. Proof of renewal shall be provided in case of expiry of the license.	must meet requirement	not applicable	not applicable	not applicable	Valid updated license submitted with schedule 2
--	-----------------------	----------------	----------------	----------------	---

1.10 Financial Soundness (Historical Financial Performance)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Average Annual net worth for last three years (2021, 2022, 2023) shall be PKR. 20 million evidences from submitted audited financial statements.	must meet requirement	not applicable	not applicable	not applicable	Schedule 3 with attachments

1.11 Financial Soundness (Average Annual Turnover)

Minimum average annual turnover (AAT) for last three (03) years (2021, 2022, 2023) is PKR 100 million or above.	must meet requirement	not applicable	not applicable	not applicable	Schedule 3 with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------

1.12 Contractual Experience

Successfully completed/ongoing two (02) contracts for providing of security services in last five (05) years (2019-2024) to the public/private entities in Pakistan. (Worth of single contract should be 50 million or above).	must meet requirement	not applicable	not applicable	not applicable	Schedule 4 along with attachments.
--	-----------------------	----------------	----------------	----------------	------------------------------------

Section 4 - Standard Forms

Table of Forms

Proposal Submission Letter.....4-2

Schedules.....4-4

 Schedule-1: Breakup of Proposal Prices4-5

 Schedule-2: Service Provider’s Information Sheet.....4-6

 Schedule-3: Financial Soundness4-7

 Schedule-4: Contractual Experience4-8

 Schedule-5: Bid Security in Shape of Bank Guarantee.....4-9

 Schedule-6: Authorization/Power of Attorney (Firm/Company).....4-10

Proposal Submission Letter

Date:

Request for Proposal Document No.:

To:

Chief Executive Officer (CEO), TransPeshawar,
First Floor, KPUMA Building,
Main BRT Depot, Near NHA Complex,
Chamkani, Peshawar.

I/We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Request for Proposal Document the following Services: Provision of **“Provision of Security Services to KPUMA Building at Chamkani”**
- (c) The total price of our Proposal is:

[amount in words], [amount in figures]

The total proposal price from the Schedule for Breakup of Prices should be entered by the service providers inside this box. Absence of the total proposal price in the Proposal Submission Letter may result in the rejection of the proposal.

- (d) Our proposal shall be valid for a period of 90 days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our proposal is accepted, we commit to obtain a performance security in accordance with the Request for Proposal Document.
- (f) We are having nationality of Pakistan.
- (g) We do not have any conflict of interest.
- (h) We are not participating, as a Bidder in more than one Proposal in this bidding process.

- (i) We have never been blacklisted from any provincial or federal public entity.
- (j) We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of Authorized Representative

Designation

Sign & Seal

Name of Service Provider

Date

Schedules

Schedule-1

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 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 ninety (90) days.

S/ No	Description of Service	Proposed Quantity of Personnel in accordance with Personnel Posts/Deployment Plan including reserve, reliever, replacement, payment of public holidays compensation, contingencies and in compliance with Labor Laws of Pakistan	Monthly Service Price including all taxes	Yearly Service Price in PKR including all Taxes
1	Provision of Security Services for TransPeshawar Office at Chamkani in accordance with Personnel Posts/Deployment Plan including reserve, reliever, replacement, payment of public holidays compensation, contingencies in compliance with Labor Laws of Pakistan as mentioned in RFP, Service Agreement, Appendixes, Annexures, etc.			

NOTE:

TransPeshawar shall ensure observance of labor and other relevant laws related to minimum wage, ESSI, EOBI contribution, working hours, public holidays compensation etc., during implementation of the services agreement. The service providers are required to take into account the requirements of all applicable laws including requirement of ITSP 31 while quoting financial prices.

Name of Authorized Representative

Designation

Sign and Seal

Name of Service Provider

Provision of Security Services to the KPUMA Building at Chamkani

Date

Schedule-2**Service Provider's Information Sheet**

Service Provider's Information	
Service Provider's legal name	
Service provider's country of constitution	
Service provider's year of constitution	
Service provider's Year of registration with FBR for income tax	
Service provider's Year of registration with KPRA for sales tax on service	
Service provider's legal address in country of nationality/constitution	
Service provider's authorized representative (Name, address, telephone number(s), fax number(s), e-mail address)	
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> 1. certificate of registration with Security and Exchange Commission of Pakistan (SECP)</p> <p><input type="checkbox"/> 2. Certificate of Registration with FBR and reflected on Active Taxpayer List (ATL).</p> <p><input type="checkbox"/> 3. Certificate of Registration with KPRA for Sales Tax on Services.</p> <p><input type="checkbox"/> 4. An affidavit on stamp paper worth PKR. 150 or above duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity.</p> <p><input type="checkbox"/> 5. Certificate of registration along with deposit slips with (EOBI) as per requirement of RFP.</p> <p><input type="checkbox"/> 6. Certificate of registration along with deposit slips with (ESSI) as per requirement of RFP.</p> <p><input type="checkbox"/> 7. Valid Licenses for all/required weapons (as per requirement of SoR) issued by competent authority (Section 5 of the RFP)</p> <p><input type="checkbox"/> 8. A valid license issued by the Ministry of Interior, Government of Pakistan or Home and Tribal Affairs Department of KP for provision of security services. Proof of renewal shall be provided in case of expiry of the license.</p>	

Schedule-3**Financial Soundness**

Each Service Provider must fill out this form.

Financial Data for Previous 03 Years		
Year 1: 2021	Year 2: 2022	Year: 2023

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 03 years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Request for Proposal Document, all such documents reflect the financial situation of the legal entity or entities comprising the Service Provider and not the Service Provider's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Schedule-4**Contractual Experience**

Each Service Provider must fill out this form.

Contract of Similar Size and Nature		
Contract No of	Contract Name	
Award Date		On Going/Completion Date:
Total Contract Amount	PKR.	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.8 of Section 3 (Eligibility and Responsiveness Criteria)		
<input type="checkbox"/> Attached Letter of Award/Acceptance or contract agreement or any other credible record to substantiate information provided in Schedule 4.		

**Schedule 5
Bid Security
(Bank Guarantee)**

[Bank's name, and address of issuing branch or office]¹

Beneficiary: *[Name and address of the Procuring Entity]*

Date:

Bid Security No.:

We have been informed that *[name of the Service Provider]* (hereinafter called "the Service Provider") has submitted to you its proposal dated *[please specify]* (hereinafter called "the Proposal") for the execution of *[Name of Service]* under Request for Proposal No. *[please specify]* ("the RFP").

Furthermore, we understand that, according to your conditions, proposals must be supported by a bid guarantee.

At the request of the Service Provider, we *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* *[amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the proposal conditions, because the Service Provider

- (a) has withdrawn its Proposal during the period of bid validity specified by the Service Provider in the Proposal Submission Letter; or
- (b) does not accept the correction of errors in accordance with the Instructions to Service Provider (hereinafter "the ITSP"); or
- (c) having been notified of the acceptance of its Proposal by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITSP, or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the Contract Agreement signed by the Service Provider and the Performance Security issued to you upon the instruction of the Service Provider; or (b) if the Service Provider is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Service Provider of the name of the successful Bidder, or (ii) 28 days after the expiration of the Service Provider's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Authorized signature(s) and bank's seal (where appropriate)]

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Schedule 6
Authorization/Power of Attorney (Company)

I, [Name of person authorizing the signatory of proposal], 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 Service Provider], a corporation organized and existing under and by virtue of the laws of Pakistan;

At a regular/special meeting of the Board of Directors of the service provider, held on [date] at [place], in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved.:

1. That [name of Service Provider] be, and is, authorized to participate in the Bidding Process and to submit proposal for [Name of procurement];
2. That [name of Representative] be and is hereby appointed as the authorized representative of the [Name of Service Provider] during the Bidding Process, authorized to submit bid, execute, sign, and receive documents/contract for, and otherwise act for and on behalf of the bidder; and
3. That any and all acts done and/or performed by [Name of Representative] under and by virtue of this authorization be, as they are hereby, confirmed and ratified.

This authorization has not been revoked, amended or modified and remain valid and binding on the Service Provider;

That the above resolutions are in accordance with the records of the Service Provider.

Name of person authorizing the signatory

Position.....

Signature with Seal

Name of Service Provider

Date:

Section 5
Schedule of Requirements

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 uninterruptedly 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

Section 5 – Schedule of Requirement

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 Liable for providing group life insurance of his Personnel deployed with the TPC and payment of premium accordingly;
- 4.8 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;
- 4.9 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 4.10 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;
- 4.11 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;
- 4.12 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;
- 4.13 Ensure the presence of appointed Authorized Representatives at short notice when required by the TPC;
- 4.14 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;
- 4.15 Agree not to remove/replace any personnel without prior approval of TPC;
- 4.16 Maintain adequate resource backup to cater for unattended posts, replace Personnel, and respond to any untoward situation;
- 4.17 Submit Security Clearance from Police to TPC for all Personnel deputed in KPUMA as well as whenever the Personnel changes;

Section 5 – Schedule of Requirement

- 4.18 Provide all information required by the TPC to facilitate ground check/security clearance from the related Government agencies of all its Personnel;
- 4.19 Depute security Personnel having minimum qualification of Matric;
- 4.20 Make sure that Personnel use the TPC attendance system for marking attendance;
- 4.21 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
- 4.22 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 as 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;/ explosive detector
 - 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 Safe Personnel 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.;

Section 5 – Schedule of Requirement

- 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, explosive detector, nightsticks, and other related equipment to comply with the scope of the Services;

Sr.No	Equipment	Minimum Requirement
1	Metal Detectors	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/222 rifle) with 60 rounds of ammunition each in a bandolier	07
8	Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	02
9	Explosive Detector	01
10	Rifle Sling	Per Weapon

Provision of Security Services for KPUMA Building at Chamkani

Section 5 – Schedule of Requirement

11	Walkie Talkie Sets with range up to 2 km.	10
----	---	----

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 deployment with the TPC; and
- 7.3 Provide refresher course through a professional trainer at least biannually.

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 ESSl
 - d) Any other requirement to check compliance with the Laws of Pakistan and Services.

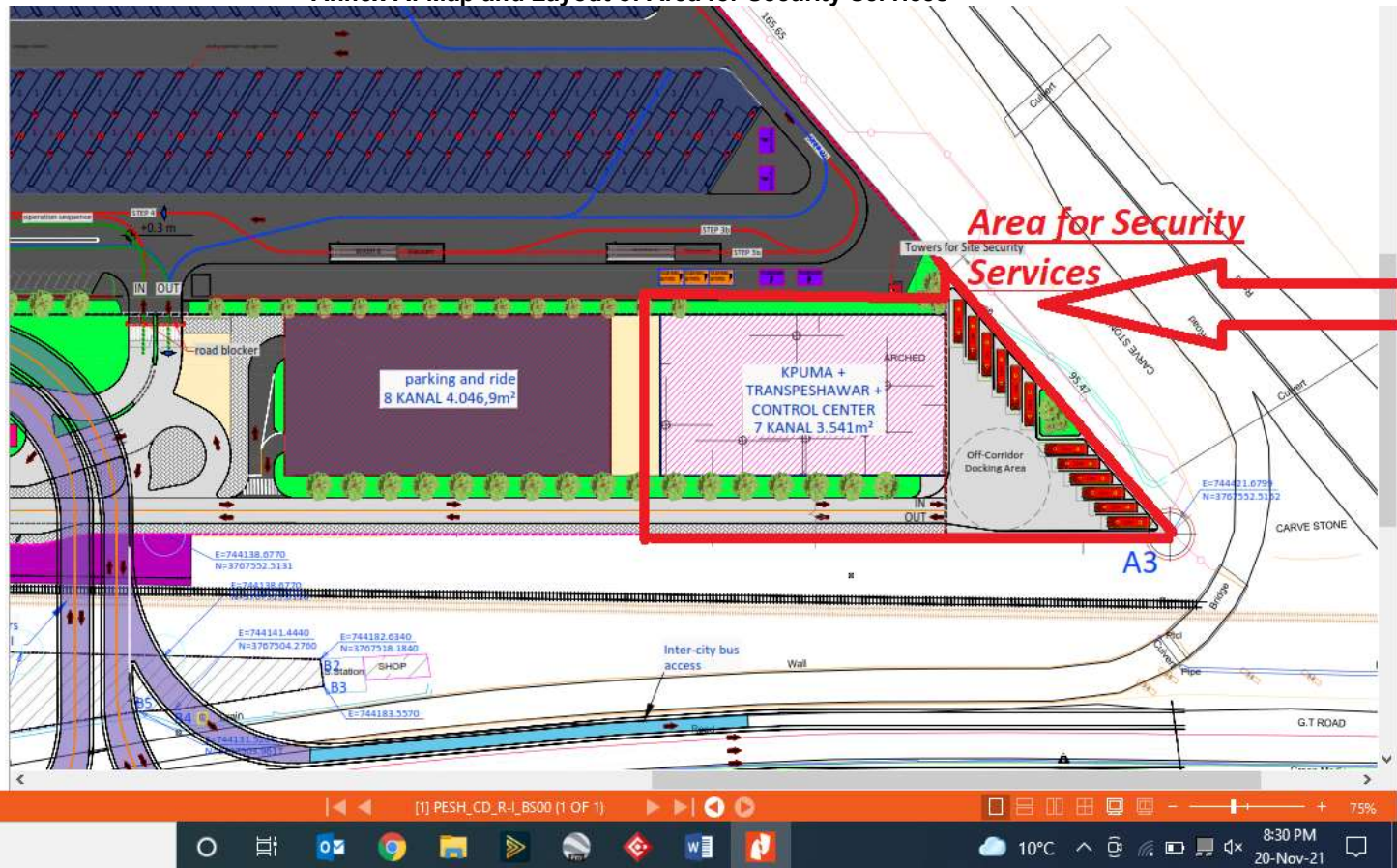
Section 5 – Schedule of Requirement

Provision of Security Services for KPUMA Building at Chamkani

Section 5 – Schedule of Requirement

PESH_CD_R-I_BS00

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



Note: Red area marked are proposed area for Security Services

Provision of Security Services for KPUMA Building at Chamkani

Section 5 – Schedule of Requirement

Annex-B: Personnel Posts/Deployment Plan

Sr #	Location/Post	Minimum Requirement
1	Main Entrance Gate (# 01 Personnel Post)	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
2	Main Entrance Gate # 01 & 02 (Supervisor Post)	<ul style="list-style-type: none"> 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.
3	KPUMA Main Entrance Barrier Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
4	Main Gate N0.1 outside Protection	<ul style="list-style-type: none"> Manned by an armed Personnel (8/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
5	Sewage Treatment Plant Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
6	Ground Floor Reception Personnel Post	<ul style="list-style-type: none"> Manned by a male Personnel (16/7) equipped with a handheld metal detector, possesses keys of the KPUMA Office.
7	Main Entrance Ground Floor Lady Searcher Post	<ul style="list-style-type: none"> Manned by a female lady searcher (8/7) equipped with a handheld metal detector.
8	First Floor Reception Area Post	<ul style="list-style-type: none"> Manned by a male Personnel (24/7) possesses keys of the TransPeshawar Office.
9	Rooftop Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
10	Building Protection rear Side	<ul style="list-style-type: none"> Manned by an armed Personnel (16/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
11	ZU Business Centre	<ul style="list-style-type: none"> Manned by an armed Personnel (16/7) equipped with an arm <i>(Kalashnikov/222 with 60 rounds of ammunition)</i> has a valid license.
12	CCTV Room/Call Centre Post	<ul style="list-style-type: none"> Manned by a female Personnel as Surveillance (8/7) having computer literacy and minimum qualification of bachelor.

Provision of Security Services for KPUMA Building at Chamkani

Section 5 – Schedule of Requirement

Annex-C - Minimum Training Requirements

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

Section 5 – Schedule of Requirement

8	Use of CCTV, intercom, VHF, and inspection mirrors	<p>The Personnel should be proficient in the use of the following:</p> <ul style="list-style-type: none"> • CCTV; • Computer Literacy; • Communication and use VHF; • Intercom; • Telephones. 	<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	Use of computer Microsoft word, excel, and emails	<p>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>	<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"> All movable items are brought in or out from the KPUMA building. All security violations. Incident reports/occurrences. All entering person(s) and vehicle(s). Personnels ok report, Personnels leave with reliever details. Personnels shift change on fortnightly basis.
10	Firing Practice	<p>To efficiently handle/use the weapons in emergency situation</p>	<p>A. Biannually 3-5 rounds <i>Kalashnikov/222 weapon by all security personnel deployed in TPC.</i></p>

Section 5 – Schedule of Requirement

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. non-payment of Personnel salaries by 7 th of each month, minimum wage payment, 8 hours shift, and 4 leaves per calendar month, public holiday compensation, group life insurance	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 Minimum Training Requirements	PKR 2000 per person
26	Dragnet Clause (Any violation of Agreement and not listed above)	PKR 3000 per instance

Provision of Security Services for KPUMA Building at Chamkani

Section 5 – Schedule of Requirement

--	--	--

Provision of Security Services for KPUMA Building at Chamkani

APPENDIX-B – CHARGES

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Invoice) / Charges. The Monthly Charges are PKR
2. All correctly rendered Monthly Invoices shall be paid within fifteen (15) Days from the date of the Monthly Invoice by TransPeshawar.
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 Invoice will be adjusted as follows: -

New Monthly Price/ Charges = Original Monthly Price/ Charges + [Original Monthly Price x (Percentage increase in minimum wage rate)]

- i) 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.
 - ii) The base rate for minimum wage rate shall be as prevailing on Bid submission date. In case of increase in minimum wage between bid submission date and signing of contract, charges will be adjusted in accordance with this clause 3.
4. The monthly invoice shall be submitted along with following supporting documents;
 - (i) ESSI payment slip along with list of employees
 - (ii) EOBI payment slip along with list of employees
 - (iii) Minimum wage compliance through payment details
 - (iv) Attendance through biometric system
 - (v) Attendance hours and leave compliance.
 - (vi) Record for payment of premium for group life insurance as and when required
5. In case of Additional Services, the Charges of Additional Services shall be paid on pro-rata basis.

Dated as of the
..... of -----, 2024

TransPeshawar (The Urban Mobility Company)

AND

.....

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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this..... day of -----, 2024 (“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 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 by both the parties.
- 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 fulfil 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.

THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK
THE REMAINING PROVISIONS TO CONTINUE ON THE NEXT PAGE

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 [Schedule of Requirements/ 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
- a) The Service Provider shall continuously provide the Services contemplated under this Agreement from the Commencement Date until the Termination Date unless this Agreement is terminated earlier.
 - b) The Term of the Agreement is three (03) years commencing from the Commencement Date (hereinafter called the “Term”), unless otherwise terminated earlier in accordance with Article X. The agreement may be extended for other such Term, as agreed between the parties.

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 (5th) day of each month, the Service Provider shall submit performance reports/monthly reposts 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, public holidays compensation, 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/Security; 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 uninterruptedly 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 Liable for providing group life insurance of his Personnel deployed with the TPC and payment of premium accordingly;
- 4.8 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;
- 4.9 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 4.10 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;
- 4.11 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;
- 4.12 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;
- 4.13 Ensure the presence of appointed Authorized Representatives at short notice when required by the TPC;
- 4.14 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;
- 4.15 Agree not to remove/replace any personnel without prior approval of TPC;
- 4.16 Maintain adequate resource backup to cater for unattended posts, replace Personnel, and respond to any untoward situation;
- 4.17 Submit Security Clearance from Police to TPC for all Personnel deputed in KPUMA as well as whenever the Personnel changes;

- 4.18 Provide all information required by the TPC to facilitate ground check/security clearance from the related Government agencies of all its Personnel;
- 4.19 Depute security Personnel having minimum qualification of Matric;
- 4.20 Make sure that Personnel use the TPC attendance system for marking attendance;
- 4.21 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
- 4.22 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 as 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;/ explosive detector
 - 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 Safe Personnel 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:
- Blue trouser
 - Shirt full sleeves in Winter and half sleeve T-shirt for summer
 - Sweater or Jacket for the winter season of design approved by TPC
 - Properly displayed ID card
 - Waist Belt
 - Belt-case to carry necessary equipment required to perform security duties
 - A raincoat for performing duty in rainy weather conditions
 - Official Cap
 - Whistle
 - 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, explosive detector, nightsticks, and other related equipment to comply with the scope of the Services;

Sr.No	Equipment	Minimum Requirement
1	Metal Detectors	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/222 rifle) with 60 rounds of ammunition each in a bandolier	07
8	Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	02
9	Explosive Detector	01
10	Rifle Sling	Per Weapon
11	Walkie Talkie Sets with range up to 2 km.	10

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 deployment with the TPC; and
- 7.3 Provide refresher course through a professional trainer at least biannually.

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

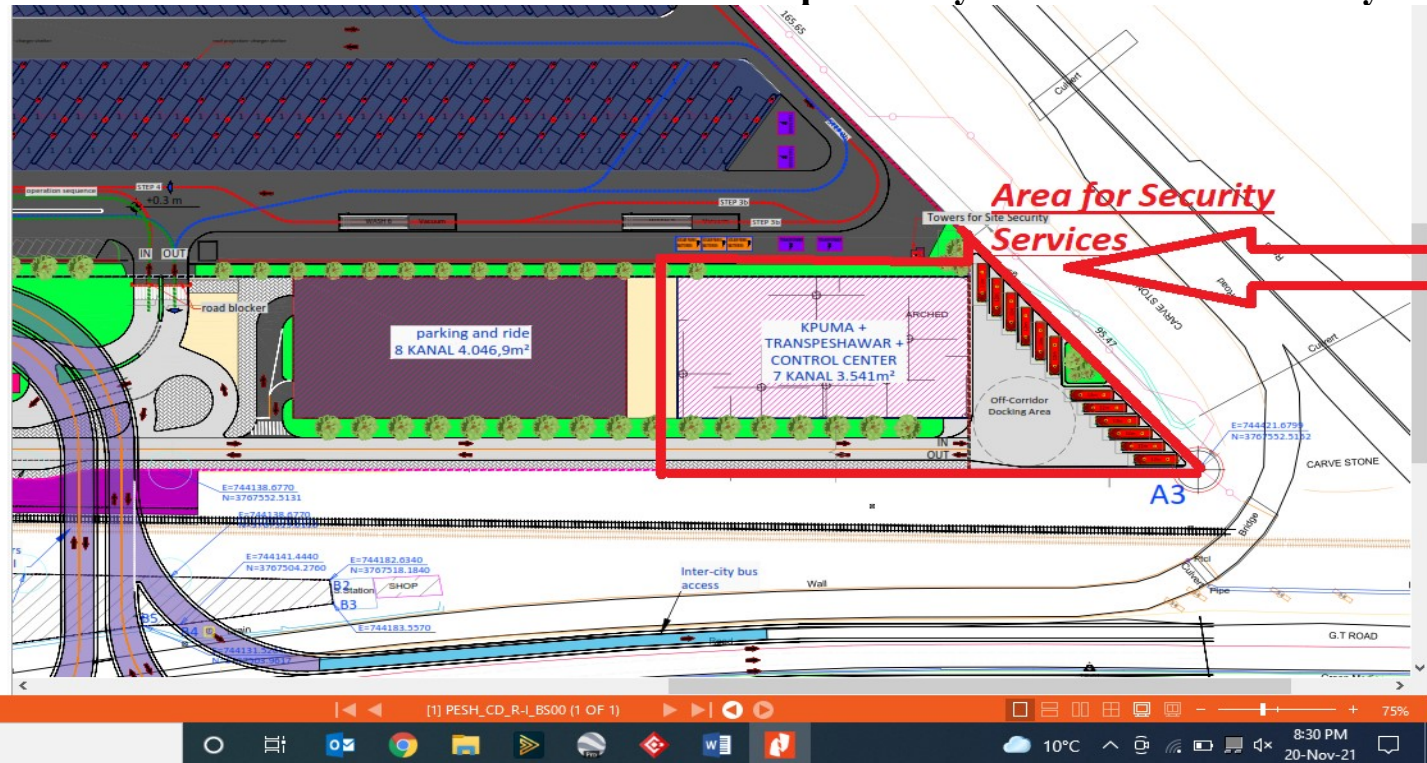
- 9.1 The Service Provider shall immediately after the occurrence of any incident notify TPC or its Authorised Representative of any accident relating to the Services and keep a record of such incidents. TPC may provide, from time to time, instances where such records are to be communicated and documented.

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	Main Entrance Gate (# 01 Personnel Post)	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
2	Main Entrance Gate # 01 & 02 (Supervisor Post)	<ul style="list-style-type: none"> 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.
3	KPUMA Main Entrance Barrier Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
4	Main Gate N0.1 outside Protection	<ul style="list-style-type: none"> Manned by an armed Personnel (8/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
5	Sewage Treatment Plant Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
6	Ground Floor Reception Personnel Post	<ul style="list-style-type: none"> Manned by a male Personnel (16/7) equipped with a handheld metal detector, possesses keys of the KPUMA Office.
7	Main Entrance Ground Floor Lady Searcher Post	<ul style="list-style-type: none"> Manned by a female lady searcher (8/7) equipped with a handheld metal detector.
8	First Floor Reception Area Post	<ul style="list-style-type: none"> Manned by a male Personnel (24/7) possesses keys of the TransPeshawar Office.
9	Rooftop Post	<ul style="list-style-type: none"> Manned by an armed Personnel (24/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
10	Building Protection rear Side	<ul style="list-style-type: none"> Manned by an armed Personnel (16/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
11	ZU Business Centre	<ul style="list-style-type: none"> Manned by an armed Personnel (16/7) equipped with an arm (<i>Kalashnikov/222 with 60 rounds of ammunition</i>) has a valid license.
12	CCTV Room/Call Centre Post	<ul style="list-style-type: none"> Manned by a female Personnel as Surveillance (8/7) having computer literacy and minimum qualification of bachelor.

Annex-C - Minimum Training Requirements

Sr#	Training Function	Training Objective	Training Content
1	Security Staff	Detects and prevent: <ul style="list-style-type: none"> • Thefts; • Vandalism; • Terrorism. 	A. React and take appropriate measures in emergencies. B. Fire cleans 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. I. Use of Explosive Detector
2	Customer care	Deal with public/visitors professionally and ethically	A. Dealing with problematic visitors. B. Deny access to unauthorized Personnels. C. Assist physically challenged visitors.
3	First Aid	Saves lives, minimize injuries, primary and secondary care of injured	A. Red Cross and Red Crescent compliant first aid responder training.
4	Evacuation drill and procedure	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.
5	Visitors checking	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.

6	Use of fire extinguishers	Put out a fire by using a portable fire extinguisher and inform emergency services about fire	<p>A. Use portable fire extinguishers to extinguish the fire.</p> <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	Incident reporting	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	Use of CCTV, intercom, VHF, and inspection mirrors	<p>The Personnel should be proficient in the use of the following:</p> <ul style="list-style-type: none"> • CCTV; • Computer Literacy; • Communication and use VHF; • Intercom; • Telephones. 	<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	Use of computer Microsoft word, excel, and emails	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> <ul style="list-style-type: none"> a. All movable items are brought in or out from the KPUMA building. b. All security violations. c. Incident reports/occurrences. d. All entering person(s) and vehicle(s). e. Personnels ok report, Personnels leave with reliever details. f. Personnels shift change on fortnightly basis.

10	Firing Practice	To efficiently handle/use the weapons in emergency situation	A. Biannually 3-5 rounds <i>Kalashnikov/222 weapon by all security personnel deployed in TPC.</i>
----	-----------------	--	---

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. non-payment of Personnel salaries by the 7 th of each month, minimum wage payment, 8 hours shift, and 4 leaves per calendar month, public holiday compensation, group life insurance	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 Minimum Training Requirements	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 Invoice) / Charges. The Monthly Charges are PKR
2. All correctly rendered Monthly Invoices shall be paid within fifteen (15) Days from the date of the Monthly Invoice by TransPeshawar.
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 Invoice will be adjusted as follows: -

New Monthly Price/ Charges = Original Monthly Price/ Charges + [Original Monthly Price x (Percentage increase in minimum wage rate)]

- i) 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.
 - ii) The base rate for minimum wage rate shall be as prevailing on Bid submission date. In case of increase in minimum wage between bid submission date and signing of contract, charges will be adjusted in accordance with this clause 3.
4. The monthly invoice shall be submitted along with following supporting documents;
 - (i) ESSI payment slip along with list of employees
 - (ii) EOBI payment slip along with list of employees
 - (iii) Minimum wage compliance through payment details
 - (iv) Attendance through biometric system
 - (v) Attendance hours and leave compliance
 - (vi) Record for payment of premium for group life insurance as and when required.
5. 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 Centre

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 12 guard posts (including lead searcher and CCTV room) 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 skilful 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 centre.
- 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 are 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, laced fully and polished.
- 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

Organization	Phone#
Security Manager TransPeshawar, Aamir Khattak	03339405969
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-defence, in case of ***terrorist attack only***.
- In defence 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 are 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 behaviour 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 any weapon, they must either take the weapon back to their vehicle or 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 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 detect 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 centre.
- The operations control centre 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/Screeners

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 Duties

The primary duties are to conduct random and irregular patrols on the interior of the facility, the objectives 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.

6.3 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 centre and the security manager by the fastest possible means.
- Guard supervisor to inform the security manager of the following:
 - 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 preferably not 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.
- Preferably 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/explosives.
- Nobody should have a direct line of sight of the device and must be in some sort of cover.

- Personnel that have been searched should be sent escorted to a safe area.
- All personnel that have not been searched should be immediately sent back out of the KPUMA building premises.
- Send a guard and inform the operations control centre during operating hours.
- Operations control centre 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 centre 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 centre 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 places available and 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 behaviour 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.
- Preferably 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 centre.
- The operations control centre 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

ANNEX-IV

Assets Movement Authorization TransPeshawar (The Urban Mobility Company)

Following items are hereby authorized by the undersigned for movement outside the KPUMA building on, day____month_____2023, Time: _____, AM/PM.

<u>Serial #</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Purpose of movement</u>	<u>Remarks</u>
-----------------	-------------------------	-----------------	----------------------------	----------------

Signature

Name

Designation

Date: day____month_____2023

Verified by

The above-mentioned items verified in the remarks column by the undersigned are allowed for movement outside the KPUMA building.

Signature

Security Manager

Aamir Khattak

Date: day____month_____2023

Reference#_____

Receiving Guard on Duty

I have carried out Physical inspection of the above mentioned items before dispatch and found:

- No discrepancies in the items mentioned at serial #_____
- Found _____No of items in excess to the quantity mentioned at Serial #_____
- Found _____No of items in decrease to the quantity mentioned at Serial #_____

Guard Name_____ Duty Shift (First/Second), Signatures_____

ANNEX-V**Vehicle IN/OUT RECORD**

DATE: _____Day _____Month, 2021

SERIAL	VEHICLE #	DRIVER NAME	TIME IN	TIME OUT	GUARD SIGNATURE

ANNEX-VI**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> 2023 (the “**Guarantee**”)

Ref: Letter of Award for **Provision of Security Services for TransPeshawar Office at Chamkani** dated <Insert date> 2023 (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 1st 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:

Performance Guarantee

[Bank's name, and address of issuing branch or office]

Beneficiary: Chief Executive Officer, TransPeshawar (The Urban Mobility Company)

Date:

Performance Guarantee No.:

We have been informed that [name of Service Provider] (hereinafter called "the Service Provider") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of in PKR [amount in words and figures], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year], and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s) and seal of bank (where appropriate)]

Letter of Award

[on letterhead paper of the Procuring Entity]

[date

To: [Name and address of Service Provider]

Subject: [Letter of Award Contract No.]

This is to notify you that your proposal dated ----- for [name of the contract and identification number, as given in the Bid Data Sheet] for a proposal price of [amount in words and figures and name of currency] is hereby accepted by TransPeshawar (The Urban Mobility Company) as per breakup provided in the proposal on terms and conditions mentioned in the Agreement.

2. Further, as per Clause --- of the Agreement, the Service Provider shall maintain with TransPeshawar a valid and enforceable Performance Security to the amount of -----% of contract price in shape of Bank Guarantee issued by a Schedule Bank of Pakistan in prescribe form as per terms and conditions of the Agreement.

3. You are therefore, required to deliver to TransPeshawar, within ____ days of issuance of this letter of Award, the duly executed Performance Security to the amount of -----% of the total contract price i.e., PKR ----- . In case of Bank Guarantee, it shall have for a term of one (01) year and shall be renewed or replaced not later than thirty (30) days before its expiry.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity: