

BID SOLICITATION DOCUMENTS

for

Bus Wrap Advertising Services for Peshawar BRT Buses

Issued on: October 18, 2024

Invitation for Bid (IFB) No.: TPC/BD/OCB/BUSWRAP/2024-25/001

Procuring Entity: TransPeshawar (The Urban Mobility Company)

Preface

This Bid Solicitation Documents is prepared by TransPeshawar (The Urban Mobility Company) and will be used for hiring Service Provider for provision of **Bus Wrap Advertising Services for Peshawar BRT Buses**.

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PART I BIDDING PROCEDURES

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

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

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Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids (IFB) indicated in the **Bid Data Sheet (BDS)**, the Procuring Entity, as indicated in the **BDS**, issues this Bid Solicitation Documents for the scope of bid as specified in Agreement and indicated in **BDS**. The estimated consideration/reserve price is as given in **BDS**. The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the **BDS**.

1.2 Throughout this Bid Solicitation Documents,

- (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 Bidders 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 bid for award if it determines that the Bidder 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 Bidders

3.1 A Bidder may be a private entity as defined in **BDS**, or any combination thereof with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture as indicated in **BDS**. In the case of a Joint Venture,

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

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder 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 bid; 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 Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 12 of the Bid Solicitation Documents. This will result in the disqualification of all Bids in which it is involved; or
- (f) a Bidder 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 Bid.

- 3.4 Bidders 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 bidder shall provide their eligibility satisfactory to the Procuring Entity, as indicated in **BDS**.
- 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, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 4.2 For purposes of ITB 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 Bid Solicitation Documents

- 5. Sections of Bid Solicitation Documents**
- 5.1 The Bid Solicitation Documents 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 ITB 7.
- PART I Bidding Procedures**
 Section 1 - Instructions to Bidders (ITB)
 Section 2 - Bid Data Sheet (BDS)
 Section 3 – Responsiveness Criteria (RC)
 Section 4 - Bidding Forms (BDF)
- PART II Requirement**
 Section 5 – Schedule of Requirements (SOR)
- PART III Conditions of Contract and Contract Forms**
 Section 6 – General Conditions of Contract (GCC)
 Section 7 - Particular Conditions of Contract (PCC)
 Section 8 - Contract Forms (COF)
- 5.2 The IFB issued by the Procuring Entity is not part of the Bid Solicitation Documents.
- 5.3 The Procuring Entity is not responsible for the completeness of the Bid Solicitation Documents and their addenda, if they were not obtained directly from the source stated by the Procuring Entity in the IFB.
- 5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Solicitation Documents. Failure to furnish all information or documentation required by the Bid Solicitation Documents may result in the rejection of the bid.
- 6. Clarification of Bid Solicitation**
- 6.1 A prospective Bidder requiring any clarification on the Bid Solicitation Documents shall contact the Procuring Entity in writing at the Procuring

**Documents, Site
Visit, Pre-Bid
Meeting**

Entity's address indicated in the **BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the **BDS**. The Procuring Entity shall forward copies of its response to the Bidders as indicated in BDS provided that the Bid Solicitation Documents are acquired in accordance with ITB 5.3. The response shall include a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bid Solicitation Documents as a result of a request for clarification, it shall do so following the procedure under ITB 7 and ITB 19.2.

- 6.2 The Bidder is advised to visit and examine the Rental Premises/Assets and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Rental Premises/Assets shall be at the Bidder's own expense.
- 6.3 The Bidder 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 Bidder, 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 Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. 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 either be hoisted on website of the procuring entity and forward to participating bidders or transmitted promptly to all Bidders who have acquired the Bid Solicitation Documents in accordance with ITB 5.3. Any modification to the Bid Solicitation Documents 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 ITB 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 Bidder.

**7. Amendment of Bid
Solicitation
Documents**

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may amend the Bid Solicitation Documents by issuing addenda.
- 7.2 Any addendum issued shall be part of the Bid Solicitation Documents and shall be communicated in writing to all who have obtained the Bid Solicitation Documents from the Procuring Entity in accordance with ITB 5.3.

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

C. Preparation of Bids

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| 8. Cost of Bidding | 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, 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 Bid | 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 10. Documents Comprising the Bid | <p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid; (b) Bid Security in accordance with ITB 16; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2; (d) Schedules as stipulated in BDS on the format provided for in Section 4 (Bidding Documents), in accordance with ITB 11.1, along with documentary evidence as stipulated in relevant Schedules. <p>10.2 In addition to the requirements under ITB 10.1, Bids 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 Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.</p> |
| 11. Letter of Bid and Schedules | 11.1 The Letter of Bid, Schedules, and all documents listed under Clause 10, shall be prepared using the relevant forms in Section 4 (Bidding 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 BDS and/or relevant schedule. |
| 12. Alternative Bids | 12.1 Unless otherwise indicated in the BDS , alternative Bids shall not be considered. |
| 13. Bid Prices | <p>13.1 The prices quoted by the Bidder in the Letter of Bid and in the relevant Schedule (s) shall conform to the requirements specified below.</p> <p>13.2 The Bidder shall submit a bid for complete scope of bid as identified in Section 4 (Bidding Forms) and Agreement. Bids submitted for incomplete scope will be rejected.</p> |

- 13.3 The Bid Price to be quoted in the Letter of Bid shall be the total bid price of the Bid. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 13.4 The offered price shall be exclusive of taxes and successful bidder shall be liable for payment of any incidental charges, and all applicable taxes, duties, commissions, fees and other levies under the Contract over and above the offered/bid price which are applicable under the laws by Government of Pakistan, including but not limited to laws implemented by FBR, KPRA and Local Government or as indicated in **BDS**.
- 14. Currencies of Bid and Payment**
- 14.1 The rates shall be quoted by the Bidder entirely in Pak Rupees.
- 14.2 The currency of payment of bid price shall entirely be in Pak Rupees.
- 15. Period of Validity of Bids**
- 15.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Entity. A bid 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 bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 16, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 16. Bid Security**
- 16.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, in original form a bid security as specified in the BDS. The amount and currency of bid security shall be as specified in the BDS.
- 16.2 Unless otherwise specified in the BDS, any Bid 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 ITB 16.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 35.
- 16.4 If a bid security is specified pursuant to ITB 16.1, the bid security of the successful Bidder shall be treated as specified in **BDS**.
- 16.5 The bid security may be forfeited, if
- (a) notwithstanding ITB 21.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 15.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 34;
 - (ii) furnish a performance security in accordance with ITB 35;

- (iii) accept the arithmetical correction of its Bid in accordance with ITB 29.

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

17. Format and Signing of Bid

17.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 12, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the **BDS**, 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 Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Procuring Entity shall request the Bidder to submit an acceptable/valid authorization within the number of days as specified in the BDS. Failure to provide an acceptable/valid authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

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 Bid.

D. Submission and Opening of Bids

18. Sealing and Marking of Bids

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

- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 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 ITB 18.2 and ITB 18.3.

- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

18.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;

- (b) be addressed to the Procuring Entity as provided in BDS 19.1;

(c) bear the specific identification of this bidding process indicated in **BDS 1.1**; and

(d) bear a warning not to open before the time and date for bid 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 Bid.

19. Deadline for Submission of Bids

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

19.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Solicitation Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bids

20.1 The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 19. Any Bid received by the Procuring Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

21. Withdrawal, Substitution, and Modification of Bids

21.1 A Bidder may withdraw, substitute, or modify its Bid 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 ITB 17.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 17 and ITB 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 Bids, in accordance with ITB 19.

21.2 Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the Bidders.

21.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

22. Bid Opening

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

- 22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 22.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder; the Bid Price(s); the presence of a bid security; and any other details as the Procuring Entity may consider appropriate. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Schedules are to be initialed by at least three members of procuring entity attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 20.1.
- 22.4 The Procuring Entity shall prepare a record of the bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids

23. Confidentiality

- 23.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until announcement of bid evaluation report is communicated to all Bidders in accordance with relevant rules.
- 23.2 Any attempt by a Bidder to influence the Procuring Entity in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 23.3 Notwithstanding ITB 23.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it may do so in writing.

24. Clarification of Bids

- 24.1 To assist in the examination, evaluation, and comparison of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder 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 Bid 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 Bids, in accordance with ITB 29.

24.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Entity's request for clarification, its Bid may be rejected.

25. Deviations, Reservations, and Omissions

25.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bid Solicitation Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Solicitation Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bid Solicitation Documents.

26. Examination of Bids

26.1 The Procuring Entity shall examine the Bid to confirm that all documents requested in ITB 10 have been provided, and to determine the completeness of each document submitted. Missing of any of the documents may result in rejection of the bid.

26.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the bid shall be rejected.

- (a) Letter of Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security;
- (d) Copy of Joint Venture agreement or letter of intent to execute Joint Venture along with proposed agreement if submission Bid by Joint Venture is allowed; and
- (e) All schedules required in accordance with ITB 10 (d).

27. Determination of Substantial Responsiveness

27.1 The Procuring Entity's determination of a Substantial Responsiveness of Bid is to be based on the contents of the Bid itself, as defined in ITB 10 and in accordance with criteria provided under Clause 1, Section 3 (Substantial Responsiveness Criteria) of Bid Solicitation Document.

27.2 Further, a substantially responsive Bid is one that meets the requirements of the Bid Solicitation Documents 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 Bid Solicitation Documents, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 27.3 If a Bid is not substantially responsive, 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 Bid is substantially responsive, the Procuring Entity may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
 - 28.2 Provided that a Bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29. Correction of Arithmetical Errors**
 - 29.1 Provided that the Bid 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 Bidder that submitted the highest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.
- 30. Consideration and Comparison of financial offers**
 - 30.1 Financial offers of substantially responsive bidders will be compared for determination of the highest evaluated Bid.
- 31. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**
 - 31.1 The Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment the bid securities shall be promptly returned to the Bidders.

F. Award of Contract

- | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32. Award Criteria | <p>32.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the highest evaluated Bid and is substantially responsive to the Bid Solicitation Documents.</p> <p>32.2 The Procuring Entity may negotiate with the Successful Bidder for the award of the Contract, including maximization of the prices, for the benefit of the public exchequer, in term of Rule 50(D) of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rule, 2014.</p> |
| 33. Notification of Award | <p>33.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall transmit the Notification of Award using the form included in Section 6 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.</p> <p>33.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 34. Signing of Contract | <p>34.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Contract.</p> <p>34.2 Within 07 days, or as indicated in BDS, of submission of Performance Security and Reserve Fund, the successful Bidder shall sign, date, and return it to the Procuring Entity.</p> |
| 35. Performance Security | <p>35.1 Within 21 days of the issuance of Letter of Award from the Procuring Entity or as indicated in BDS, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 6 (Contract Forms), or another form acceptable to the Procuring Entity.</p> <p>35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the 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 highest evaluated Bidder whose offer is substantially responsive as per applicable laws.</p> |
| 36. Reserve Fund | <p>36.1 Within 21 days, or as indicated in BDS, of the issuance of Letter of Award from the Procuring Entity, the successful Bidder shall furnish Reserve Fund in accordance with the Conditions of Contract.</p> <p>36.2 Failure of the successful Bidder to submit the above-mentioned Reserve Fund 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 highest evaluated Bidder whose offer is substantially responsive.</p> |

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bid (IFB) is: TPC/BD/OCB/BUSWRAP/2024-25/001
ITB 1.1	The Procuring Entity is: TransPeshawar (The Urban Mobility Company)
ITB 1.1	<p>The name of the bidding process is: Bus Wrap Advertising Services for Peshawar BRT Buses.</p> <p>The identification number of the bidding process is: TPC/BD/OCB/BUSWRAP/2024-25/001</p> <p>The reserve price is: One hundred fifty million Pak Rupees (PKR.150,000,000) (Exclusive of all Taxes, incidental charges, duties etc.) for a period of three (03) years.</p> <p>The bidders quoting prices below the reserve price shall be rejected.</p>
ITB 3.1	The bidder must be a firm or a company incorporated in Pakistan and registered with Registrar of Firms or SECP not later than 2018 or existing or intended joint venture with a formal intent to enter into an agreement. In case of Joint Venture all partner firms/companies shall be incorporated/registered with SECP not later than 2018.
ITB 3.5	<p>Apart from above stipulated under ITB 3.1, the bidder must be/have:</p> <ul style="list-style-type: none"> i. Registered with FBR for income tax (NTN) & Sales Tax (STRN) and reflected on active taxpayers list (in case of JV applicable to all partners); ii. Registered with KPRA for sales tax on services (in case of JV applicable to all partners); iii. Minimum average net worth to the amount of five million (PRK.5,000,000) and minimum average annual turnover (AAT) to the amount of (PKR.100,000,000) within last three (03) years (2021, 2022, 2023); iv. Not being under legal action for corrupt and fraudulent practices (blacklisted) from any federal or provincial public entity in Pakistan. The bidder is neither insolvent nor bankrupt. The bidder is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her. The bidder has fulfilled all obligations under the law for the time being in force (in case of JV applicable to all partners); v. Not Failed to perform the contract or any obligation thereunder with TPC as a result of default of contractor, his legal heirs, assignee, subcontractor or authorized representative since 2017 on ward (in case of JV applicable to all partners).

B. Contents of Bidding Documents

ITB 6.1	<p>For <u>clarification purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer (CEO), TransPeshawar</p>
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	<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: khalil.ahmed@transpeshawar.pk alamgir.bangash@transpeshawar.pk</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 or Seven (07) days before deadline for submission of bids.</p> <p>The response will be sent to all bidders participated in pre-bid meeting including the probing bidder and hoisted on website of TransPeshawar.</p>
ITB 6.4	<p>A Pre-Bid meeting will take place as per following details.</p> <p>Date: October 28, 2024</p> <p>Time: 02:30 PM</p> <p>Place: Main Conference Room, 1st Floor TransPeshawar Office KPUMA Building.</p> <p>Bus visit may be organized as per requirement.</p>
ITB 6.5	<p>Minutes of pre-bid meeting will hoisted on website of TransPeshawar and sent to all bidders who have attended pre-bid meeting.</p>
ITB 7.2	<p>The addendum/corrigendum will be hoisted on website of TransPeshawar or KPPRA or both. If the addition/correction are substantial nature, in consideration of Procuring Entity, the addendum/ corrigendum will be published in newspaper as per original advertisement.</p>

C. Preparation of Bids

ITB 9.1	The language of the Bid is: English
ITB 10.1 (d)	<p>The bidders are required to submit following schedules on the format provided for in Section 4 (Bidding Documents) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 1: Breakup of Bid Prices; 2. Schedule 2: Bidder's/Lead Partner's Information Sheet; 3. Schedule 3: Joint Venture Information Sheet (only if the bidder is a joint venture); 4. Schedule 4. Financial Soundness 5. Schedule 5. Bid Security in shape of Bank guarantee; 6. Schedule 6. Integrity Pact; 7. Schedule 7. Authorization/Power of Attorney (Firm/Company); 8. Schedule 8. Authorization/Power of Attorney (Joint Venture).
ITB 11.1	<p>The units and rates in figures entered into the Schedule for Breakup of Bid Price should be typewritten or if written by hand, must be in print form. Prices not presented accordingly may be considered nonresponsive.</p>

ITB 12.1	Alternative bids are not permitted.
ITB 15.1	The bid validity period shall be one hundred eighty (180) days.
ITB 16.1	Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of 2% of bid price (total amount of rent for three years) as Bank Guarantee on format as prescribed in Section 4 (Bidding Documents) or in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of Bidder who submits the bid.
ITB 16.4	<p>The bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>Alternatively, the Bid Security of the Successful Bidder may be adjusted in the Performance Security, or Bid Price, as the case may be.</p>
ITB 16.6	In case of Joint Venture submitting bid security through Bank guarantee, the Bid security must be in the name of all members of Joint Venture. In case of Joint Venture is submitting bid security in the Shape of Demand Draft/Pay Order/Call Deposit Receipt, the Bid Bond may be on the name of any one member of Joint Venture.
ITB 17.1	In addition to the original Bid, the number of copies is: One number of copies
ITB 17.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>An authorization shall be provided as given under Section 4 (Bidding Documents) specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award.</p>
ITB 17.2	The Bidder shall submit an acceptable authorization within three (03) working days.

D. Submission and Opening of Bids

ITB 18.1	Bidders not have the option of submitting their Bids electronically.
ITB 19.1	<p>For <u>bid submission purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: Reception Desk, TransPeshawar (The Urban Mobility Company) Office, First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The deadline for bid submission is:</p>

	<p>Date: November 12, 2024</p> <p>Time: 11:30 AM</p>
ITB 22.1	<p>The bid opening shall take place at:</p> <p>Main Conference Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: November 12, 2024</p> <p>Time: 11:45 AM</p>

Section 3 - Responsiveness Criteria

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1. Substantial Responsiveness Criteria

Substantial responsiveness of each bid will be determined by meeting the criteria stipulated below:

- (a) The bid is determined as complete in that it provides all the information in accordance with ITB Clause 26;
- (b) The bidder meets the Eligibility Criteria outlined under Clause 2 below and in term of ITB Clause 3.

2. Eligibility Criteria

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

2.1 Year of Incorporation

Firms/Company incorporated/registered in Pakistan with Registrar of Firms/SECP not later than 2018.	must meet requirement	must meet requirement	must meet requirement	not applicable	Schedule 2 or Schedule 2 and Schedule 3 (in case of JV) along with attachments
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2.2 Conflict of Interest

No conflicts of interest	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.3 Registration with FBR

Registered with FBR for income tax (NTN) & sales tax (STRN) and reflected on active taxpayer list.	must meet requirement	must meet requirement	must meet requirement	not applicable	Schedule 2 or Schedule 2 and Schedule 3 (in case of JV) along with attachment
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2.4 Registration with KPRA

Registered with KPRA for Sales Tax on Services.	must meet requirement	must meet requirement	must meet requirement	not applicable	Schedule 2 or Schedule 2 and Schedule 3 (in case of JV) along with attachment
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2.5 Financial Soundness

Minimum average net worth to the amount of five (05) million in last three (03) years (2021, 2022, 2023) evidence from submitted audited financial statements. Minimum average annual turnover of one hundred million Pak Rupees (PKR.100,000,000) calculated within last three years from submitted audited financial statements for year (2021, 2022,2023).	must meet requirement	must meet requirement	not applicable	not applicable	Schedule 4 along with attachment
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2.6 Not Blacklisting and Performance

Not being under legal action for corrupt and fraudulent practices (blacklisted) from any federal or provincial public entity in Pakistan. The bidder is neither insolvent nor bankrupt. The bidder is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her. The bidder has fulfilled all obligations under the law for the time being in force.	must meet requirement	must meet requirement	must meet requirement	not applicable	Schedule 2 or Schedule 2 and 3 (in case of JV) along with attachment of an affidavit on stamp paper of PKR.100 or above and duly notarized by notary public to the effect. In case of JV mandatory for all JV members.
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2.7 Historical Contract Nonperformance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Failure to perform the contract or any obligation thereunder with TPC should not have occurred as a result of default of contractor, his legal heirs, assignee, subcontractor or authorized representative since 2017 on ward.	must meet requirement by itself or as partner to past or existing Joint Venture	Must meet requirement	Must meet requirement	Not applicable	No submission requirement. The assessment shall be done by the TPC on the basis of contract database/record available with TPC.

Section 4 - Bidding Forms

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Contents of Proposal

Order	Document Number and Information Required	Check (Y/N)	Page No.
A	Mandatory Documents		
1.	Letter of Bid		
2.	Breakup of Bid Prices		
3.	Bidder's Information Sheet		
4.	Joint Venture Information Sheet (in case of JV)		
5.	Bid Security to the amount of 2% in shape of CDR/BG		
5.	Affidavit of Integrity Pact		
6.	Authorization/Power of Attorney (Firm/Company/JV)		
7.	Attested copy of CNIC of signatory to the proposal		
B	Eligibility		
1.	Company profile		
2.	Certificate of Registration with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP)		
3.	Certificate of Registration with FBR for Income and Sales Tax and Active Tax Payer List (ATL) showing status		
4.	Certificate of Registration with KPRA for sale tax on services		
5.	An affidavit on stamp paper of PKR. 100 or above and duly notarized to the effect that the bidder is/has: <ul style="list-style-type: none"> i. Not being under legal action for corrupt and fraudulent practices (blacklisted) from any federal or provincial public entity in Pakistan. ii. Neither insolvent nor bankrupt. iii. Not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her. iv. Fulfilled all obligations under the law for the time being in force. 		
C	Financial Soundness		
1.	Audited Financial Statements of relevant years in accordance with Schedule 4.		
2.	<ul style="list-style-type: none"> i. Financial statements (balance sheets including all related notes and income statements) for the last 03 years (2021, 2022, 2023) submitted the following conditions. <ul style="list-style-type: none"> • All such documents reflect the financial situation of the legal entity or entities comprising the company. • Historical financial statements must be audited by an external auditor approved by SECP. • Historical financial statements must be complete, including all notes to the financial statements. 		

Order	Document Number and Information Required	Check (Y/N)	Page No.
	<ul style="list-style-type: none">Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).		
3.	Complete Bidding Document, duly signed and stamped on each/every page by the authorized representative as token of acceptance of all terms & conditions of RFP.		

Letter of Bid

(On Letterhead of the bidder. In case of JV letterhead of lead member and signed and stamped by all members to JV)

Date:

OCB No.:

Invitation for Bids No.:

To:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Rental premises/locations/spaces: *[Bus Wrap Advertising Services for Peshawar BRT Buses]*
- (c) The Total Rent (for Three years) of our Bid is:

[amount in words], [amount in figures]

The Total Rent (for three years) from the Schedule-1 for Breakup of Bid Prices should be entered by the bidder inside this box. Absence of the total Total Rent in the Letter of Bid may result in the rejection of the bid.

- (d) Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bid Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bid Solicitation Document.
- (f) Our firm/Company or all members of joint venture (in case of JV) 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 Bid in this bidding process.

- (i) Our firm/company, have never been blacklist from any provincial or federal public entity.
- (j) We understand that this Bid, 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 highest evaluated Bid or any other Bid that you may receive.

Name

In the capacity of

Signed

.....
.....

Duly authorized to sign the Bid for and on behalf of

Date

.....
.....

Schedules

Schedule-1.
Breakup of Bid Prices

S#	Description of Procurement Opportunity	Quarterly Rent Offered (Exclusive of Taxes) [A]	Annual Rent Offered (Exclusive of Taxes) B = [A x 4]	Total Rent Offered (Exclusive of Taxes) [Total Rent] for 3 Years C = [A x 12]
1.	Rent for Bus Wrap Advertising Services for Peshawar BRT Buses (As per Schedule of Requirements) (Total No. of Buses 12 m and 18 m = 159)			

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of (In case of JV signed and stamped by all members to JV)

Date:

Schedule-2.**Eligibility**

Lead Partner's / Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's Year of Registration with FBR	
Bidder's Year of Registration with KPRA	
Bidder's legal address in country of constitution	
Bidder's authorized representative in case (In case of JV authorized representative of JV) (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Certificate of incorporation/registration of the legal entity with Registrar of Firms or SECP (in case of JV applicable to all JV partners); <input type="checkbox"/> 2. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement; <input type="checkbox"/> 3. Registration Certificate with FBR for income tax (NTN) & sales tax (STRN) and status of Active Taxpayer (ATL) (in case of JV applicable to all JV partners). <input type="checkbox"/> 4. Registration Certificate with KPRA for sales tax on services (in case of JV applicable to all JV partners). <input type="checkbox"/> 5. An affidavit on stamp paper of PKR.100 or above duly notarized by notary public to the effect that bidder is not being under legal action for corrupt and fraudulent practices (blacklisted) from any federal or provincial public entity in Pakistan. The bidder is neither insolvent nor bankrupt. The bidder is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her. The bidder has fulfilled all obligations under the law for the time being in force. (in case of JV applicable to all JV partners). 	

Schedule-3**Joint Venture Eligibility**

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's Year of Registration with FBR	
Joint Venture Partner's Year of Registration with KPRA	
Joint Venture Partner's legal address in country of constitution	
Joint Venture's authorized representative information if the bidder is a firm/company (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 Registrar of Firms or SECP (in case of JV applicable to all JV partners).</p> <p><input type="checkbox"/> 2. Registration with FBR and reflected on Active Taxpayer List (ATL) (in case of JV applicable to all JV partners).</p> <p><input type="checkbox"/> 3. Registration Certificate with KPRA for sales tax on services (in case of JV applicable to all JV partners).</p> <p><input type="checkbox"/> 4. An affidavit on stamp paper of PKR.100 or above duly notarized by notary public to the effect that bidder is not being under legal action for corrupt and fraudulent practices (blacklisted) from any federal or provincial public entity in Pakistan. The bidder is neither insolvent nor bankrupt. The bidder is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her. The bidder has fulfilled all obligations under the law for the time being in force. (in case of JV applicable to all JV partners).</p>	

Schedule 4
(Financial Soundness)

Each bidder or member of Joint Venture 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 the following documents.

- ☐ 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. In case joint venture financial statements shall be submitted by both members.
- 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 an external auditor approved by SECP.
 - 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 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 Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[please specify]* (hereinafter called "the Bid") for the execution of *[Name of Procurement]* under Invitation for Bids No. *[please specify]* ("the IFB").

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

At the request of the Bidder, 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid 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 ITB, or (iii) fails or refuses to furnish a domestic preference security, if required.

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

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**Affidavit of Integrity Pact**

(On stamp paper of PKR.100 or above duly notarized by notary public)

(In case of JV submitted by each partner individual)

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

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

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

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

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

Name

In the capacity of

Signed

.....

.....

Duly authorized to sign the Bid for and on behalf of

Date

Schedule 7
Authorization/Power of Attorney (Firm/Company)

(On stamp paper of PKR.100 or above duly notarized by notary public)

I, [Name of legally authorized person of Firm/Company authorizing the Representative], 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 [Partner/ (duly elected Corporate Secretary or equivalent officer)] of [name of Bidder], a [Partnership/ Corporation] organized and existing under and by virtue of the laws of Pakistan;

At a regular/special meeting of the Board of Directors/Partners of the bidders, held on [date] at [place], in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved [in case the bidder is a company] or I hereby disposed of [in case the bidder is a partnership]:

1. That [name of bidder] be, and is, authorized to participate in the Bidding Process and to bid for [Name of procurement];
2. That [name of Representative] be and is hereby appointed as the authorized representative of the [Name of bidder] 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 bidder;

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

Name of authorized person authorizing the signatory

Position

Signed

Name of bidder

Date:

Schedule 8**Authorization/Power of Attorney (Joint Venture)****(Each partner of Joint Venture shall fill out this authorization)**

(On stamp paper of PKR.100 or above duly notarized by notary public)

I, [Name of legally authorized person of partner in Joint Venture authorizing the Representative], partner to existing or intended Joint Venture [Name of Joint Venture] hereby depose and state that:

I am citizen of the Islamic Republic of Pakistan, of legal age and resident of Pakistan;

I am the [Partner/ (duly elected Corporate Secretary or equivalent officer) of [name of Partner in Joint Venture], a [Partnership/ Corporation] organized and existing under and by virtue of the laws of Pakistan;

At a regular/special meeting of the Board of Directors/Partners of the bidders, held on [date] at [place], in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved [in case the bidder is a company] or I hereby disposed of [in case the bidder is a partnership]:

4. That [Name of Joint Venture] with partners [Name of all partners] be, and is, authorized to participate in the Bidding Process and to bid for [Name of procurement];

5. That (name of Representative) be and is hereby appointed as the authorized representative of the [Name of Joint Venture Partner] during the Bidding Process, authorized to submit bid, execute, sign, and receive documents/contract for, and otherwise conduct all business for and on behalf of [Name of Joint Venture Partner] during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution act for and on behalf of the bidder; and

6. 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 bidder and each partner of the Joint Venture;

That the above resolutions are in accordance with the records of the [Name of Joint Venture Partner].

Name of authorized person authorizing the signatory.....

Position

Signed

Name of bidder

Date:

Schedule of Requirement

SCOPE OF CONTRACT

The Service Provider will be allowed to utilize advertising rights on designated area of 159 BRT Buses consisting of 65 (18-meter buses) and 94 (12-meter buses) using **One-Way Vision Vinyl** as per given dimensions and specification. The buses will be available to be utilized for advertising brands, products or services. In general, the scope includes provision, installation, operation, and maintenance of Advertisement Product on designated bus spaces, performance of mandatory works and provision of goods/items. The scope is detailed below.

1.1 The Service Provider shall:

- a) Provide, install, operate, and maintain Advertisement Product. All Advertising Products shall be installed with uniform dimensions and specifications as provided under (**Annex-A to Schedule of Requirements**);
- b) Use the Advertising Locations as agreed in the Service Agreement;
- c) follow General conditions and Standard Operating Procedures (SOP's) mentioned in (**Annex-B to Schedule of Requirements**). Tentative Bus Schedule is provided under (**Annex-C to Schedule of Requirements**).
- d) keep the Advertising Locations and Advertising Product clean, tidy and maintained to its original form in terms of body paint and Glass panels;
- e) at all times during the Term of the Service Agreement, ensure that the Advertising Locations are kept in original state of good repair and in a satisfactory operational condition and are maintained in accordance with the provisions of the Service Agreement;
- f) keep detailed maintenance and repair records during currency of the Service Agreement. The TPC shall be entitled to audit such records upon giving the Service Provider twenty-four (24) hours' prior notice (s);
- g) get permission or License or approval from district, town, any other federal or provincial government department/agency relevant to performance of the Service Agreement and shall be liable for payment of any charges, fees, taxes etc. in lieu thereof;
- h) not fix, repair, alter/change the Advertising Products or Advertising Contents during operation hours i.e., 5 AM to 11:59 PM, apart from repairs, alterations or changes which do not interrupt the buses operation. In addition, prior approval from the TPC, in all such cases, shall be required;
- i) not make or allow to be made any alterations or additions whatsoever to the Advertising Locations specified by TPC in the service agreement.
- j) not do or permit to be done on the Advertising Locations anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the TPC or to other contemporary service providers/contractors or any owner or occupier of neighbouring properties;
- k) pay for all ancillary services relating to management of Advertising Locations, including insurances of Advertising Product, assessments.
- l) not cause or permit to be caused any damage to the Advertising Locations, if so than the second party would be bound to maintain its original form.
- m) observe occupancy policy and regulations as and when notified by the Govt./TPC;
- n) indemnify the TPC against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from the Service Agreement;

- o) leave the Advertising Locations in original, clean and tidy condition and to remove the Service Provider's Advertising Product from the Advertising Locations at the end of the Term of the Service Agreement in accordance with the provisions of the Service Agreement;
- p) The TPC shall not be liable for any loss or damage caused to the Advertising Product at any time during currency of the Service Agreement;
- q) be responsible for removing of illegal Advertising Products or Advertising Contents as notified by government or as per determination of the TPC. Election/political campaigns shall not be allowed.

1.2 The Service Provider shall maintain the following standards at Advertising Locations:

- a) The Service Provider shall strictly plan/perform installation of Advertising Product after operation hours i.e., 11:59 pm-5am in BRT Bus Depots located at Chamkani or Mall of Hayatabad.
- b) The Service Provider shall be responsible to clear Advertising Locations from any debris, rust etc. prior to installation and after removal of Advertising Product during the Term of the Service Agreement.
- c) The Service Provider shall not encroach corridor for installation, maintenance and replenishment/replacement of Advertising Contents without prior approval of the TPC;
- d) The Service Provider shall make sure to restore or maintain the TPC's property to original position forthwith, if affected by the Service Provider;
- e) The Service Provider shall not allow any Advertising Content which are prohibited under the Law or local culture and ethical standards or controversial in nature;
- f) The Service Provider shall not do such act or actions which harm passengers of the TPC and bus operation;
- g) The Service Provider in no way shall interrupt the other contractors engaged in BRT operation.
- h) The Service Provider shall ensure compliance of Supreme Court of Pakistan's orders (**Annex-D to Schedule of Requirements**) and other laws, rules and regulations governing the outdoor advertising business, issued from time to time.

1.3 Mandatory Works by Service Provider:

1.3.1 The Service Provider shall be responsible for paint work from Tehkal Payan start of station till Karkhano Market. This activity is required to be conducted once in a Term to be started from 2nd Quarter of first year and to be completed within a year from the date of start. The paint area includes:

- a. Reflective yellow paint (two coats) on delineators (below the fence of corridor) both from out and inside corridor including cleaning of delineator/surface preparation;
- b. Thermoplastic reflective paint (pavement marking) with beats having 0.8 mm thickness on two side lines (6-inch width) near Delineator near corridor fence inside corridor;
- c. Thermoplastic reflective paint (pavement marking) with beats having 1.5 mm thickness on middle line (6-inch width) in mid of Corridor;
- d. Thermoplastic reflective paint (pavement marking) with beats having 0.8 mm thickness on chevron portion on both sides of station.

1.3.2 Painting of five (05) stations with Enamel paint (Two coats) of any colour, at discretion of the TPC, for stations and pedestrian bridges in a Term. The quantity of paint at each station is approximately 6000 sq. meter. Furthermore, the works should be completed in all respects which includes but

not limited to prior cleaning/ making of surface and scaffolding etc. The Service Provider shall complete the paint work in one (01) year. The service provider shall be responsible for maintenance of these works during Term of the agreement. These works shall be started from second quarter of first year.

1.3.3 The Service Provider shall procure and place 20 waste bins (as mentioned in **Annex-E to Schedule of Requirements**), similar to waste bins present in BRT bus stations before the start of 2nd Quarter of the first year.

1.3.4 The Service Provider shall be responsible to provide twenty (20) body worn cameras (Hikvision or equivalent) (as mentioned in **(Annex-E to Schedule of Requirements)**) with complete solution (hardware & software) of storage, central video platform and dock stations before the start of 2nd Quarter of the first year. Functional requirements of body worn cameras are provided below:

- a. Body camera shall; integrates with record, taping, capture, positioning, face recognition and comparison etc.; have UHD recording, audio and video both shall be recorded.
- b. Transmit videos to central video platform via wireless (3G, 4G & Wi-Fi) communication;
- c. Transmit video to central video platform via docking station;
- d. Have Real time positioning modules of GPS for uploading information to the center;
- e. Have IR function to recognize the facial features in the captured image/video even in dim environment;
- f. Have Face detection, face picture capture and upload to the center;
- g. Have a local storage, at least have a capacity and battery for storage of 8 hours of video at 4 MP resolution and 25 frames per second.
- h. Body camera shall be water proof and dust proof. Minimum IP66 rated.
 - i. Still images should be up to 12 Megapixels or higher.
 - j. Camera shall have suitable mounting option so that it fits well on the uniform of the security.
 - k. One button recording start/stop function shall be available so that it is easy to operate.
 - l. Standby time shall be more than 12 hours.
- m. Suitable indicators shall be there in the camera such as low battery, recording ON etc.
- n. Camera shall have live view option in central control room using 4G (built-in).
- o. Live view software shall be able to stream multiple cameras at the same time.
- p. Docking station(s) shall be provided for 20 number of cameras.
- q. Docking station solution shall be complete in all aspects and all accessories shall be provided with it including any power adapters, cables etc.
- r. Video transfer shall be easy after each shift so that evidence is saved properly.
- s. Video transfer software/tool shall be provided with the cameras and if it is licensed then the license for all provided cameras shall be perpetual.
- t. Body cameras shall have unique code for identification as well as evidence tagging.
- u. Camera shall have charging as well as battery full indicator.
- v. Body cameras shall have very good low light video results. If the camera uses infrared to achieve better results, that is also acceptable.
- w. Any other equipment (Hardware/software) required to complete the system
- x. The service provider shall give demonstration of the camera mount options in order to prove that the camera will give best results in the field and will not fall down or hang in such a way that the field of view is disturbed.
- y. The service provider shall provide well-documented training material as well as in person training for the use of the whole system including the camera, the docking station/charging, the live view software and the video transfer/saving of evidence.

1.3.5 The service provider shall be responsible for supply, installation and maintenance of twenty (20) rechargeable body wearable portable audio system (Voice amplifier) (as mentioned in **Annex-E to Schedule of Requirements**) before the end of 1st Quarter of the first year.

- a. Battery timing of speaker and Bluetooth mic shall be at least 8 hours.
- b. Standby time shall be more than 12 hours.
- c. Aux mic shall be provided as an alternate of Bluetooth mic, in case of Bluetooth mic battery goes down, aux mic shall be connected.
- d. Audio system shall have suitable mounting option so that it fits well on the uniform of the security.
- e. Audio system shall have internal memory for storage of complete announcement of at least 48 hours.
- f. Audio system shall have unique code for identification as well as evidence tagging.
- g. Audio system shall have charging as well as battery full indicator.
- h. Audio system shall have very good voice output quality results in crowded stations.
- i. Suitable indicators shall be there in the Audio system such as low battery, output voice ON etc.
- j. One button start/stop function shall be available so that it is easy to operate.
- k. Transmit communication to central audio system platform via wireless (3G, 4G & Wi-Fi) communication;
- l. Transmit recordings to central audio system platform via wireless (3G, 4G & Wi-Fi) communication;
- m. Any other equipment (Hardware/software) required to complete the system.
- n. The service provider shall give demonstration of the Audio system mount options in order to prove that the Audio system will give best results in the field and will not fall down or hang in such a way that the voice quality is disturbed.
- o. The service provider shall provide well-documented training material as well as in person training for the use of the whole system.

1.3.6. Provision of Human Resource under the Contract:

- i. to dedicate two (02) staff members approved by the TPC solely to perform task assigned by the TPC. Such staff shall work 6 days a week and 8 hours a day. The staff designations are;
 - a) Graphic Designer with laptop and latest graphic designing software such as adobe photoshop, adobe illustrator, CorelDraw etc.; and
 - b) Photographer/videographer with DSLR Camera and laptop (minimum 4GB graphics card) for stills, and video editing having latest software. He shall also be experienced and well versed in operation of drone camera.
- ii. These staff shall be deputed from 2nd month of the Service Agreement. The staff shall perform social media activities and other such tasks assigned by the TPC;
- iii. TransPeshawar may remove or delay engagement the number of above personnel at the discretion of TransPeshawar for single or multiple months. However, in case of removal, the monthly price shall be adjusted @ 2 times of the minimum wages per employee per month enforced at that time. Such additional price shall be paid with Quarterly invoice.

1.3.7. Drone Camera with complete accessories (Bags, batteries, charger, additional propellers etc.) (Annex-E to Schedule of Requirements)

S #	Item Name	Description/Specifications	Qty
1	Drone Camera with complete accessories (Bags, batteries, charger, additional propellers etc.)	Drone Camera	01
		Flight Time Maximum 43 min (on full charge)	
		Operation Distance Maximum 28 KM	
		Sensing System Obstacle Sensing in seven directions	
		Photo Format JPEG/DNG (RAW)	
		Video Format MP4/MOV (MPEG-4 AVC/H.264, HEVC/H.265) MOV (Apple ProRes 422 HQ/422/422 LT)	
		Video Format Minimum 5.1K and 4K Ultra HD	
		Max Video Bitrate 200 Mbps	
		Stabilization 3-axis mechanical gimbal (tilt, roll, pan)	
		Live View Quality/Latency Remote Controller: 1080p/30fps, 1080p/60fps	
		Max Live View Bitrate 44 Mbps (download bitrate), 16 Mbps (live video bitrate)	
		Storage 8 GB internal with 64GB external SD Card	

ANNEX-A to SCHEDULE OF REQUIREMENTS
ADVERTISING LOCATION, ADVERTISING PRODUCT AND SPECIFICATION
12 - METER BRT BUSES (Quantity=94)



18 - METER BRT BUSES (Quantity=65)

18- METER REAR GLASS (Quantity=65)**ADVERTISING SPECIFICATION**

<p>Advertisement Location # 1: BRT bus outer side Glass section (12 and 18 m) (Both Sides)</p> <p>Total Quantity: 159</p> <p>Advertisement Product: Bus wrap material i.e. One-Way Vision Vinyl</p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"> Dimensions: Length x width (18 meter) <ul style="list-style-type: none"> One Side Glass = 25.8 ft x 5 ft and 19.3ft x 5 ft Dimensions: Length x width (12 meter) <ul style="list-style-type: none"> One Side Glass = 29.9 ft x 5 ft <p>Note: The advertisement area excludes passenger information display board which display dynamic route map.</p>	<p>Advertisement Location # 2: BRT Buses Rear Glass (18m buses only)</p> <p>Total Quantity: 65</p> <p>Advertisement Product: Bus wrap material i.e. One-Way Vision Vinyl</p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"> Rear Glass = 6.6 ft x 3.3 ft
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- One Way Vision Vinyl provides a graphic image to the outside and while still allowing visibility to the exterior from the interior.

ANNEX-B to SCHEDULE OF REQUIREMENTS**GENERAL CONDITIONS & SOP's**

1. TransPeshawar schedules the buses in operation on routes/ roads in accordance with passenger demand and therefore the service provider is not obliged to request for compensation or ask TransPeshawar to operate buses on roads.
2. The total number of buses in operation on roads changes / varies with respect to time, season, week days, weekends and many other factors. The Service Provider shall be able to display their advertisement when the bus is scheduled for passenger operation by TransPeshawar.
3. The buses are washed on daily basis by the Vehicle Operating Company and TransPeshawar shall not be responsible for the damage of One-Way Vision Vinyl, stickers / Advertising material.
4. TransPeshawar reserves the right to schedule buses on any route in accordance with passenger demand and not obliged to operate bus on road / route dictated by Service Provider. The Tentative schedule and maximum number of buses operated on routes (**Annex-C to Schedule of Requirements**). TransPeshawar reserve the right to vary the number of buses on each route.
5. The buses at night are going for routine fueling, washing, maintenance etc. and therefore the Service Provider shall engage enough resources to complete the activities in limited time. TransPeshawar may not make available more than 10 buses per night.
6. The Service Provider shall not have access to internal part of the buses and shall be responsible for any damage to the buses or its part.
7. The Service Provider shall execute the wrapping activity at a time and location as decided by TransPeshawar at sole discretion after discussion with Bus Operator and the Service Provider.
8. The Service Provider staff shall get access to depot after written permission from TransPeshawar.
9. TransPeshawar reserve the right to Park the buses at location which are operationally convenient for bus operation at sole discretion of TransPeshawar which may be Chamkani Depot, Mall of Hayatabad or Dabgari.
10. The Service Provider shall be responsible for arrangement of light, genset, allied equipment etc. required for services under the contract.
11. The Service Provider shall not be responsible for damage or replacement of product due breakage of bus glass through stone pelting.
12. TransPeshawar is not obliged to make available specific bus to the service provider for wrapping of activities.

ANNEX-C to SCHEDULE OF REQUIREMENTS
TENTATIVE BUS SCHEDULE

Depot Wise Current Allocation of 244 BRT Buses							
Chamkani Depot Fleet (Total 159 Buses Allocated)							
Sr. No	Route Type	Route Description	Route Name	Travel Time (mins)	Current Operational Buses	Future Operational Buses	Remarks
1	Express Route	Chamkani to Karkhano Market	ER01	48	30	30	
2	Stopping Route	Chamkani to Karkhano Market	SR02	65	35	35	
3	Direct Route -off Corridor	Dabgari garden to Kohat Adda	DR3A	20	10	10	
4	Direct Route -off Corridor	Shah Alam Pul to Malik Saad Station	DR3B	32	12	12	
5	Direct Route -off Corridor	Pishtakhara to Mall Road	DR4A	20	0	10	Non Operational Route
6	Direct Route -off Corridor	Chamkani to Malik Saad via Ring Road	DR4B	35	0	8	
7	Express Route	Kohat Adda to Hospital Chowk	ER10	40	12	14	
8	Express Route	Shah Alam Pull to Mall of Hayatabad	ER12	46	14	16	
9	Sub Urban Express Route	Malik Saad to Pabbi	SER-13	45	0	10	Non Operational Route
10	Super Express Route	Chamkani to Mall of Hayatabad	XER-15	32	14	14	
Total					127	159	

ANNEX-D to SCHEDULE OF REQUIREMENTS

SUPREME COURT OF PAKISTAN ORDERS

ANNEX-E to SCHEDULE OF REQUIREMENTS

WASTE BINS



BODY WORN CAMERA



RECHARGEABLE BODY WEARABLE PORTABLE AUDIO SYSTEM**DRONE CAMERA**

CONTRACT

This Contract is made on *[Insert date]* 2024

Between:

- (1) **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan on 9 February 2017, with company registration number 0105691, whose registered office is at 1st Floor, KPUMA Building, Near Northern Bypass, G.T Road, Peshawar, KPK, Pakistan (hereinafter called “the **TPC**” which expression shall include its successors-in-interest and permitted assigns);

And

- (2) A company/firm incorporated in [●], with registration number [●], whose registered office is at [●] (hereinafter called “the **Service Provider**”).

The TPC and the Service Provider are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) The TPC being a public sector company assigned with operations of BRT Project including its business development and revenue enhancement. Now, it is required to put in place business strategies for various advertising locations, which would best maximize the returns from those locations.
- (B) The TPC has requested proposal for “**Bus Wrap Advertising Services on Peshawar BRT Buses**” (hereinafter called “the **Services**”) and accepted the proposal submitted by the Service Provider for the Services on payment of Total Rent of PKR..... to the TPC (hereinafter called the “**Contract Price**”).
- (C) The Service Provider agrees to perform the Services as per terms and conditions of the Contract.
- (D) The Service Provider agrees to commence the Services from the Commencement Date.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, and other good and valuable considerations, the TPC and the Service Provider agree as follows:

PART A – GENERAL

1. Preliminary Matters

1.1 Definitions and Interpretation

- 1.1.1 The defined words and expressions set out in Clause 1 of **Annex A (Definitions)** hereof and the provisions relating to the construction and interpretation of the Contract set out in Clause 2 of **Annex A (Interpretation)** hereof shall apply to the Contract.

1.2 Effect of the Contract

- 1.2.1 The Parties hereby agree that the Contract shall immediately be binding on both parties as of the Effective Date;
- 1.2.2 The TPC shall issue a Service Notice, after Effective Date, to the Service Provider giving intimation for submission of first Quarterly Rent within 14 days of such Service Notice. Failure to deposit first Quarterly Rent, the TPC shall have the right to withdraw equivalent amount from Performance Guarantee and/or Reserve Fund in lieu of first Quarterly Rent. Service Provider shall be bound to replenish the Performance Guarantee and/or the Reserve Fund within the stipulated time else the TPC shall have the right to cease the Contract, forfeit the balance or full amount of Performance Guarantee and Reserve Fund, as the case may be, apart from opting for any other remedy provided for under the Contract.
- 1.2.3 Upon submission of first Quarterly Rent payment, the TPC will issue a Commencement Notice mentioning date (Commencement Date) from which monthly rent will start. The Commencement Date shall not be later than 14 days from date of Commencement Notice.

From the Commencement Date the Service Provider shall manage and use the Advertising Locations for provision of the Services;

1.2.4 The following documents shall be deemed to form the contract and be read and construed as part of the Contract. Similarly In the event of any inconsistency between the provisions of the body of the Contract and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the descending order of priority:

- a) Contract Agreement;
- b) Letter of Award;
- c) Schedule of Requirements;
- d) Letter of Bid;
- e) Breakup of Bid Prices;
- f) General Conditions of the Contract (GCC);
- g) Particular Conditions of the Contract (PCC);
- h) Performance Guarantee;
- i) Integrity Pact.

2. Advertising Locations Usage

2.1 The TPC by signing the Contract shall indicate its consent to grant the Service Provider, to use the Advertising Locations for provision of the Services from Commencement Date;

2.1.1 The TPC permits the Service Provider to use the Advertising Locations for the Term specified in Clause 2.2 (*Commencement and Term*) of the Contract. The Service Provider shall not grant the rights under the Contract to any 3rd party;

2.1.2 The Service Provider hereby agrees to use Advertising Locations in accordance with the terms and conditions of the Contract and the Applicable Laws, including all applicable labor, environmental, health and safety laws/regulations.

2.2 Commencement and Term:

2.2.1 Notwithstanding the Effective Date, the Service Provider shall commence the Services using the Advertising Locations on the Commencement Date and shall continue using Advertising Locations for the Term as mentioned in **Particular Conditions of Contract (PCC)**, unless the Contract is terminated earlier in accordance with the Contract;

2.2.2 The Contract will be subject to extension for another Term, with mutual consent of the parties, provided the notice for extension has been served by the Service Provider at least ninety (90) days prior to the expiry of the Term. In case of extension of contract, the rent shall be adjusted based on formula given in **PCC**.

2.2.3 Notwithstanding anything to the contrary herein contained, the Service Provider shall only commence the Services using Advertising Locations upon payment of respective Quarterly Rent in Advance as per terms and conditions of the Contract.

3. Hand-over of Advertising Locations

3.1 At the time of the hand-over of the Advertising Locations, the Service Provider and the TPC shall jointly carry out an inspection of the Advertising Locations. The state of the Advertising Locations shall be recorded in writing and that record shall be signed by the TPC and the Service Provider;

3.2 The Service Provider shall acknowledge that prior to the Effective Date, TPC has given the Service Provider the opportunity to inspect, survey and carry out investigations as to the condition of the Advertising Locations, and the Service Provider accepts the condition of the Advertising Locations.

PART B – FINANCIAL MATTERS

4. Payments

4.1 The amount of Quarterly Rent, payable to the TPC, shall be as stipulated under **PCC**.

- 4.2 Quarterly Rent shall be affected from the date of commencement as per terms and conditions of the Contract. Quarterly Rent shall (i) be payable, 30 days in advance at the start of each quarter; (ii) be paid to the TPC through cheque or call deposit in favour of "Chief Executive Officer TransPeshawar" in designated bank account mentioned under **PCC** or any other payment method agreed by the TPC, without deductions, bank charges, set-off or exchange and exclusive of all charges including Government Taxes.
- 4.3 Upon such payment of the Quarterly Rent, the service provider shall furnish TPC with documentary proof, reasonably satisfactory to TPC, of having affected the same.
- 4.4 In the event, Quarterly Rent due to the TPC by the Service Provider under the Contract is delayed by the due date up to 60 days, the TPC, without prejudice to any other rights or remedies provided for under the Contract, shall impose liquidated damages as provided under **PCC** from due date to date of payment for such overdue amount.
- 4.5 The Annual Rent, after first year, shall be subject to adjustment as per formula provided under **PCC**. The Quarterly Rent shall be adjusted accordingly.

5. Taxes, Duties and Fees

- 5.1 To the extent that the use of Advertising Locations pursuant to the Contract is taxable, the Service Provider agrees to bear all taxes, charges, duties and/or tariffs under Local and/or National Laws, except income tax on the revenue received by the TPC from the Service Provider. In respect of income tax, all requirement related to the Income Tax Ordinance and respective rules should be complied with by the Service Provider. The Service Provider shall be responsible for assessment and payment of taxes, charges, fee etc. regarding the Services to district, town or any other government agency.

6. Utilities

- 6.1 The TPC will provide uninterrupted power supply from PESCO and Generator provided at stations and/or depot, if agreed, under **PCC**.
- 6.2 The service provider shall be responsible to install calibrated/PESCO, if so is provided under **PCC**, approved KWH Check meter, (sealed by TPC), and associated cabling, (approved from TPC), required for electricity at the site location at their own risk and cost, and shall be responsible to pay for electricity charges per unit rate as per formula given under **PCC** before 10th of each month.

PART C – BREACH AND TERMINATION

7. Breach and Termination

- 7.1 If the Service Provider commits a material breach of the Contract and fails to remedy such breach within given time of issuance of notice indicating such breach, the TPC shall be entitled to, without prejudice to any other remedy under Applicable Law or the Contract, seek specific performance of the Contract or terminate the Contract on notice to the Service Provider. In case of termination, the TPC shall be entitled to forfeit Performance Security and/or Reserve Fund, apart from disconnecting the electricity and other utilities.
- 7.2 For the purposes of the Contract, a material breach shall be if the Service Provider:
- a) delegates or sub-contracts the Contract or part thereof in contravention to the Contract;
 - b) abandons the Advertising Locations or any of its obligations prematurely under the Contract;
 - c) consistently fails to observe any provision of the Contract (despite being given three (03) notices on the same or multiple issues/instances in relation thereto); or
 - d) Fails to replenish the Performance Guarantee or Reserve Fund in accordance with the provisions of the Contract.
 - e) is bankrupt, placed under business rescue or is sequestrated (whether provisionally or finally and whether voluntary or compulsorily); or
 - f) effects a general compromise with its creditors or any other arrangement with its creditors, necessitated by the inability of the Service Provider to pay its debts; without informing the TPC of its financial viability affecting the Service Providers function as per the Contract.
 - g) delayed Quarterly Rent payment for a period of more than 60 days; or

- h) Service Provider's customers of the Advertising Locations interrupt bus operation, interfere or attempts to do so or attempts to restrict entry of passengers to stations; or
 - i) fails to comply with any instruction given to Service Provider by TPC results in issuance of three notices in respect of particular breach of a Contract.
 - j) sign an agreement with Customer beyond contractual period.
- 7.3 The TPC may, at any time without prejudice to any other right it may have under the Applicable Law or in accordance with the Contract, terminate the Contract immediately upon notice to the Service Provider.
- 7.4 In the event of termination or expiration of the Contract:
- a) The TPC shall be entitled to immediately take possession of the Advertising Locations and the Service Provider shall be required to do all things necessary to this effect, including dismantling of all Advertising Products from the Advertising Locations;
 - b) The Service Provider shall promptly cause the necessary repair or replacement as per recorded inspection survey sustained by the Advertising Locations at the Service provider's own expense; and
 - c) any Advertising Product or Advertising Contents not removed within ten (10) days after termination/expiration of the Contract will be removed by the TPC at risk and cost of the Service provider. Further, the Service Provider shall be considered as an illegitimate possessor of the Advertising Locations and shall be liable for payment of amount charged at three (03) times of agreed Quarterly Rent on pro-rata basis (One day rent = 3 x Average Quarterly Rent/90) for each day of delay of such evacuation.
- 7.5 The Service Provider acknowledges that the Contract shall be terminated immediately upon notice to the Service Provider, unless the Parties agree otherwise in writing.

PART D – MISCELLANEOUS MATTERS

8 No warranties

- 8.1 The Service Provider acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the TPC before the date of the Contract as to any of the matters mentioned in agreement.
- 8.2 The TPC gives no warranty that the Advertising Locations will earn the amount estimated by the Service Provider and the Service Provider shall do such due diligence at its own cost and risk.
- 8.3 The Service Provider warrants and undertakes that all the economic, financial and legal variables including but not limited to foreign exchange rates, market trends, inflation rates, minimum wage rates, customs and tax rates and all related labor and legal obligations have been considered.

9. TPC's Rights and Liabilities

- 9.1 The TPC for the purpose of Advertising Service shall:
- a) Be entitled to conduct unscheduled inspections of the Advertising Locations to ensure that they continue to be in compliance with the Contract and the Applicable Laws and are in satisfactory operational condition (fair wear and tear excluded). If the Advertising Locations are not found in compliance with the terms and conditions of the Contract or in unsatisfactory condition, the TPC shall immediately inform the Service Provider and the Service Provider shall, within one (01) week, ensure such compliance;
 - b) Disconnect electricity, if the Service Provider fails to pay electricity bills in accordance with the Contract or the Service Provider fails to pay or delay the Quarterly Rent payment as per terms and conditions of the Contract;
 - c) Impose liquidated damages for any violation, in determination of the TPC, of the Contract as mention under PCC.

- d) Be entitled to issue notices to the Service Provider for upkeep of Advertising Locations in accordance with the Contract and maintain standards of Advertisement Products;
- e) Have the right to issue protocols / procedures for entry into Peshawar BRT premises;
- f) The TPC may assign additional area or increase/decrease Advertising Locations, as per applicable law, of the existing Advertising Locations of the Contract during currency of the Contract. The Quarterly Rent for additional/remaining Advertising Locations will be charged/deducted as per formula/method provided under PCC.
- g) During Term of the Contract, if the TPC considers the removal of any of the mentioned Advertising Products due to operational or whatsoever reason, the Quarterly Rent will be adjusted/reduced accordingly to provision (f) above.

9.2 The TPC shall not be liable for:

- a) any compensation monetary or other due to death of, or injury to the Service Provider, its employees, agent, customers or invitees to the Advertising Locations;
- b) damages to any property of the Service Provider or that of the Service Provider's employees, customers or other invitees to the Advertising Locations; or
- c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Service Provider or the Service Provider's employees, customers or other invitees to the Advertising Locations in the exercise or purported exercise of the rights granted by the Contract.

10. Co-operation with Other Contractors

- 10.1 Where interaction between the Service Provider and other contractors/service providers is required in performance of the Contract or in response to a Service Notice or protocol or practice, and for efficient and effective operation of the BRT system, the Service Provider shall co-operate with other contractors/service providers and shall formulate the necessary operating procedures effecting through marking signatures of the Service Provider and other contractors/service providers to regulate such interaction with other contractors, in accordance with the Service Notice or Protocol, or practice as the case may be;
- 10.2 Should the Service Provider and other contractors fail to formulate operating procedures as envisioned in Clause 10.1, the TPC shall be entitled to issue a protocol to regulate their interaction or make a final determination in the event of a dispute between them;
- 10.3 In all event, notwithstanding anything contained in the provisions 10.1 & 10.2 above, the TPC shall at all times be entitled to issue protocols regulating the interaction between the Service Provider and other contractors/service providers;
- 10.4 In the event of a conflict, the Service Provider shall be required to follow and implement such protocols as issued by TPC under Clause 10.3 above, shall supersede any operating procedure agreed between the Service Provider and other contractors in accordance with Clause 10.1 above.

11. Dispute Resolution

11.1 Disputes

For the purposes of this Clause, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Contract, the carrying into effect of the Contract, the interpretation or application of the provisions of the Contract, the Parties' respective rights and obligations in accordance with and arising out of the Contract or the validity, enforceability, rectification, termination or whether in whole or in part, of the Contract. Save as otherwise provided for in the Contract, any dispute between the Parties arising in connection with the Contract shall be resolved in accordance with the provisions of this Clause.

11.2 Resolution by Chief Executives

Any dispute arising in connection with the Contract, during currency of the Contract, may be referred by either Party to the Chief Executive Officer of the Service Provider and the Chief Executive Officer of the TPC (or such other senior executives as the relevant Parties may determine) who shall resolve the matter within fifteen (15) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

11.3 Arbitration

If the Parties are unable to resolve the dispute pursuant to Clause 11.2 above, either Party may refer the dispute to arbitration within 30 days of failure of the Chief Executive Officers to resolve the dispute within 15 days, by notifying the other Party in writing of its intention to do so. In case the matter is taken to the arbitration, both the parties will nominate their arbitrators within fifteen (15) days, who will appoint an umpire with mutual consent within period not exceeding fifteen (15) days. In case of failure to appoint an umpire by the arbitrators, provisions of Arbitration Act, 1940 shall be invoked. The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this Clause by reference.

11.3.1 The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing by the Parties.

11.3.2 Unless otherwise required by the TPC, such arbitration shall be conducted in the English language and the award of any arbitrator or arbitral panel, together with the reasons for the determination, shall be written in the English language.

11.3.3 Unless otherwise required by the TPC, all evidence, submissions or documents presented at the arbitration in a language other than the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.

11.3.4 The arbitrator or arbitral panel shall have full jurisdiction to open up, review and revise any determinations, decisions or findings in relation to the dispute.

11.3.5 The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Contract.

11.3.6 Any monetary award in any arbitration shall be denominated and payable in PKR.

11.3.7 The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall: (i) be binding on the Parties and shall be given effect and implemented forthwith by them; and (ii) be subject to the confidentiality restrictions in the Contract and except as provided by the Contract between the Parties, may not be publicised or otherwise disclosed provided always that nothing in this Clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.

11.3.8 The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.

- 11.3.9 Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Contract and the Service Provider shall proceed with its obligations under the Contract with all due diligence.

12 Force Majeure

- 12.1 For purposes of this clause, “Force Majeure” means an event beyond the control of both Parties and not involving any party’s fault or negligence and not foreseeable. Such events may include, but not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes recognized and declared by the political governments i.e., Federal and Provincial Governments.
- 12.2 That before or after the effect of the aforementioned declarations by the governments, the TPC and the Service Provider with their maximum efforts attempt to perform their obligations and coordinate their limitations and restrictions due to force majeure through timely notices. It is also important to notify and inform the TPC about the inability of the Service Provider to perform its functions partially or completely and duration shall be mentioned in the said notice or information so that the TPC would be able to arrange alternate course of action which shall not be less than thirty (30) days. Further in a condition of where the duration of Force Majeure and its cause remains for limited time, the service provider would be liable to get back to his function subject to the TPC prior approval.
- 12.3 The Service Provider shall not be liable for penalties or termination for default if and to the extent that it’s delays in performance or failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 12.4 The Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

15. Communication

- 15.1 Wherever the Contract provides for the giving or issuing of approvals, consents, notices or requests, these communications shall be:
- 15.1.1 in writing and delivered by hand (against receipt), sent by registered mail or courier, or transmitted using any of the systems of electronic transmission agreed between the Parties, including scanned and emailed letters [followed by registered mail]; and
- 15.1.2 delivered, sent or transmitted to the following address or email addresses (as applicable) for the recipient’s communications provided for under PCC.
- 15.1.3 provided that: (i) any oral communications shall not become binding upon the Parties until they are confirmed in writing; (ii) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (iii) if the recipient has not stated otherwise, it may be sent to the address from which the communication was issued.
- 15.2 Any communication addressed in accordance with Clause 15.1 which has been sent by:

15.2.1 registered mail shall be deemed to have been received within [Seven (7.)] days after the same shall have been posted and, in proving such service, it shall be sufficient to produce a registered mail receipt confirming the correct postage address of the addressee in accordance with Clause 15.1; and

15.2.2 electronic mail shall be deemed to have been delivered on the day of dispatch if dispatched prior to 17.00 hours Pakistan time, or otherwise on the next Business Day, provided that receipt shall not be taken to have delivered if the sender receives an automated message indicating that the email has not been delivered to the recipient.

16. Change in Law

16.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law governing the Services.

16.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties and shall become the part of the Contract.

17. Remedies

17.1 No remedy conferred by the Contract is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The selection of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

18. Confidentiality

18.1 Each Party shall not disclose, use or permit to use the Confidential Information, other than information necessary for performance of the Services, to its employ, agent, customer or 3rd party, without prior permission.

18.2 The Service Provider shall not make any comments to the media relating to the Contract and any related matter nor shall it respond to any queries from the media without the prior written approval of the TPC.

19. Severance

19.1 In the event that any provision of the Contract is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Contract enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Contract.

20. No agency

20.1 No provision of the Contract shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied intention to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in the Contract.

20.2 The Service Provider is an independent entity performing the Contract. The Service Provider and his employees/staff is not an employee or agent of the TPC.

21. Corruption and Fraud

21.1 The Service Provider warrants that in entering into the Contract it has not committed any Prohibited Act.

21.2 In the event that the Service Provider is contacted by a Public Official requesting or suggesting that the Service provider act in a manner which would constitute a Prohibited Act, the Service Provider shall immediately provide the TPC in writing with full details of the request (including the identity of the Public Official making the request).

21.3 Without prejudice to Clause 21.2 above, the Service Provider shall ensure that its staff undertaking activities in connection with the Contract are subject to similar

obligations to those set out in Clause 21 and the Service Provider shall enforce such obligations.

- 21.4 In the event that the Service provider fails to comply with the requirements of Clause 21, the TPC shall be entitled to terminate the Contract pursuant to Clause 8 (*Breach and Termination*) of the agreement.

22. Entire Agreement

- 22.1 The Contract constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in the Contract.

23. No stipulation for the benefit of a third person

- 23.1 Save as is expressly provided for in the Contract, no provision of the Contract constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favor of that person.
- 23.2 Notwithstanding any other provisions there is no third person liability on the TPC directly or indirectly in the implementation of the Services as per the Contract. Otherwise, Service Provider would be liable for the interests and cost claimed by the third person.

24. No representations

- 24.1 A Party may not rely on any representation which allegedly induced that Party to enter into this agreement, unless the representation is provided in this agreement.

25. Amendment

- 25.1 Except as set out elsewhere in the Contract, no modification, amendment, addendum or variation to the Contract shall be effective or binding, unless it (i) is made in writing; and (ii) expressly sets out the modification, amendment, addendum or variation to the agreement; and (iii) refers to the Contract; and (iv) is signed and dated by an authorized representative of each Party.

26. Indulgences

- 26.1 The grant of any indulgence, extension of time or relaxation of any provision by the TPC under the Contract shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

27. General co-operation

- 27.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this agreement.

28. Governing law

- 28.1 The Contract is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

29. Language

- 29.1 Unless expressly notified in advance by the TPC, the primary language of the agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by the TPC, all minutes of meetings shall be issued in English.

30. Independent advice

- 30.1 Each Party hereby agrees and acknowledges that: (i) it has been free to secure independent legal advice as to the nature and effect of each provision of the Contract and that it has either taken such independent legal advice or has dispensed with the

necessity of doing so; and (ii) each provision of the Contract (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with the Contract.

31. Good faith

- 31.1 The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

32. Survival of rights, duties and obligations

- 32.1 The Surviving Provisions will survive termination or completion of the agreement.
- 32.2 In the event that the Contract is terminated or completed, neither Party shall be liable to the other Party except: (i) under the Surviving Provisions; or (ii) in respect of any breach of the Contract occurring before such termination or completion; or (iii) any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

33. Waiver

- 33.1 Subject to Clause 33.2 below, no relaxation, forbearance or delay by a Party in enforcing the Contract will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Contract, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the agreement.
- 33.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the agreement shall be in writing, dated and signed by the authorized representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Contract.

34. Termination for Convenience

The TPC shall be entitled to terminate the Contract, at any time during currency of the Contract, for TPC's convenience, by giving thirty (30) days termination notice of such termination to the Service Provider.

35. Costs

- 35.1 Any costs, including but not limited to all legal costs on an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

36. Assignment

- 36.1 The Service provider shall not cede, assign, delegate, novate, sublet, charge or transfer any of its rights or obligations under the Contract, or any part of it, or any benefit or interest therein, to any other person.
- 36.2 Notwithstanding anything to the contrary stated in the Contract, the TPC shall be entitled, without requiring the consent of the Service provider, to cede, assign, delegate, novate or transfer any rights and/or obligations under the Contract to any third party.

37. Performance Security

- 37.1 The Service provider shall ensure that it maintains with TPC an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations and due and punctual payment of all amounts which may at any time be or become owing by the Service provider to the TPC, in one of the following forms until the Service provider has fulfilled all of its obligations under the Agreement. The Service Provider shall deliver to TPC, within 21 days of issuance of Letter of Award,

the duly executed Performance Security in shape, currency, and amount as mentioned under **PCC**.

- 34.1 In case of Bank Guarantee, it shall have a term of [one (1) year] and shall be renewed or replaced no later than thirty (30) days before its expiry. Such renewed or replacement of Bank Guarantee shall be delivered to TPC no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. TPC shall return the previously provided Bank Guarantee to the Service provider within ten (10) days of the receipt of the replacement Bank Guarantee.
- 34.2 In case of bank guarantee, the Performance Security shall be issued by a scheduled bank of Pakistan.
- 34.3 If the Service provider fails to provide TPC with a replacement Bank Guarantee as required under this Agreement, TPC may (without prejudice to its other remedies) immediately liquidate all or part of the Bank Guarantee.
- 34.4 If the Performance Security is partially liquidated, the Service provider is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Service provider fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of this Agreement and TPC shall be entitled to liquidate the remainder of the Performance Security and terminate this Agreement pursuant to Clause 7 [*Breach and Termination*] of this Agreement.
- 34.5 The Service provider shall not be entitled to set-off against the Performance Security any amount payable by it under the terms of this Agreement.
- 34.6 Subject to the fulfilment by the Service provider of all of its obligations under this Agreement, the Performance Security will be released by TPC within thirty (30) days after completion or termination, as the case may be, of Contract subject to receipt of request by the Service Provider for such release.
- 34.7 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Service provider.
- 34.8 The TPC shall be entitled to liquidate performance security fully or partially if the service provider defaults under the contract.

38. Reserve Fund

- 38.1 The Service Provider shall ensure that it maintains with TPC a Reserve Fund in shape and an amount as mentioned under **PCC**. The Service provider shall deposit the Reserve Fund within 21 days of issuance of Letter of Award in the designated account as mentioned under **PCC**, for the due and punctual fulfilment of all obligations and due and punctual payment of all amounts by the Service provider to TPC.
- 38.2 If the Reserve Fund is partially liquidated, the Service Provider is obliged to replenish the Reserve Fund in full within seven (7) days of the date of any liquidation thereof. If the Service provider fails to replenish the Reserve Fund in accordance with this Clause, this shall constitute a material breach of this Agreement and TPC shall be

entitled to liquidate the remainder of the Reserve Fund and terminate this Agreement pursuant to Clause 7 [*Breach and Termination*] of this Agreement.

- 38.3 Subject to the fulfilment by the Service Provider of all of its obligations under the Contract or as provided under **PCC**, the Reserve Fund shall be released by the TPC within thirty (30) days after the Completion or termination, as the case maybe, of the Contract or in accordance with **PCC**.
- 38.4 The TPC shall be entitled to liquidate reserve fund fully or partially if the service provider defaults under the contract.

This Contract has been executed on the date stated at the beginning of this agreement.

Signature and Seal for and on behalf of TransPeshawar Signature and Seal of Service Provider

Name of Authorized Representative

Name of Authorized Representative

Witness # 1:

Witness # 2:

Name:

CNIC:

Name:

CNIC:

ANNEX-A

DEFINITIONS AND INTERPRETATION

1. Definitions

1.1 In the Contract, the following words and expressions shall have the meanings set out below:

1.1.1 **“Advertising Locations”** means the locations where advertisement to be installed / fixed with more details of dimension, specification, numbers, etc. as provided under Annex-B to the Contract that includes BRT bus outer side Glass section (12 and 18m buses) and rear glass (18m buses only) for advertisement;

1.1.2 **“Advertising Product”** means the advertisement to be installed at Advertising Locations with more details of dimension, specifications, numbers etc. as provided under Annex-B to the Contract that includes bus wrap material;

1.1.3 **“Advertising Content”** content to be displayed over Advertising Locations by the Service Provider or Customer for promotion i.e., static contents, imagery, and visuals;

1.1.4 **“Annexes”** means the annexes attached to the Contract;

1.1.5 **“Applicable Law”** means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;

1.1.6 **“Business Day”** means any day other than a Saturday, Sunday or public holiday in the Islamic Republic of Pakistan;

- 1.1.7 **“BRT Transit System”** means the sustainable BRT transit and urban mobility public transport system meant for movement of passengers from one place to other within the BRT transit area;
- 1.1.8 **“Change in Law”** means: (a) the adoption of a new law; or (b) a change in or repeal of an existing law, which after the Effective Date results in: (i) a change in the taxes, duties or levies payable by the Customer in respect of the use of the Advertising Locations; or (ii) a change in or the repeal of any other requirement for the performance of the obligations under the Contract;
- 1.1.9 **“Contract”** means the contract as defined under clause 1.2.4 of the Contract.
- 1.1.10 **“Contract Agreement”** means the agreement entered into by both parties after the service provider receives the Letter of Award. The contract agreement shall be based on the form annex to the particular conditions of the contract.
- 1.1.11 **“Conditions of Contract” or “These Condition”** means these general conditions and as amended by particular conditions.
- 1.1.12 **“Contract Price”** is the Total Rent to be paid by the Service Provider for execution of Advertising Services and includes rent adjustment based on annual increase in Total Rent;
- 1.1.13 **“Customer”** any person natural or juristic that consumes or buys an Advertising Locations;
- 1.1.14 **“Commencement Date”** means the date indicated as the Commencement Date in the service notice given to the Service Provider by the TPC in accordance with clause 2.2 of the Contract;
- 1.1.15 **“Confidential Information”** means all information, without limitation, of whatsoever nature:
- a) relating to the Disclosing Party’s business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
 - b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
 - c) relating to the contents of the Contract and any other information received pursuant to the Contract, but excludes information which:
 - i) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
 - ii) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this agreement by the Receiving Party; or
 - iii) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
 - iv) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - v) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
 - vi) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
 - vi) is developed independently by the Receiving Party without reference to the Confidential Information;

- 1.1.16 **"Disclosing Party"** means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.17 **"Effective Date"** means the date at which the Contract signed by each Party, the latest of the dates upon which the Contract was signed by any Party;
- 1.1.18 **"Term"** has the meaning given to it in Clause 2.2 of the Contract and also include any extension thereof;
- 1.1.19 **"Party"** means a party to the Contract;
- 1.1.20 **"Prohibited Act"** means:
- a) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - i) doing or not doing (or for having done or not having done) any act; or
 - ii) showing or not showing (or for having shown or not shown) favour or disfavor to any person, in relation to the award or performance of the agreement or any other agreement with TPC; or
 - b) entering into an agreement for which commission has been paid or has been agreed to be paid by the Customer or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
 - c) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
 - d) defrauding, attempting to defraud or conspiring to defraud TPC;
- 1.1.21 **"Public Official"** means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.22 **"One-Vision"** provides a graphic image to the outside and while still allowing visibility to the exterior from the interior;
- 1.2.23 **"Quarterly Rent"** means the rent payable by the Service Provider for relevant quarter of the year as per Annex-C;
- 1.1.24 **"Receiving Party"** means the Party receiving Confidential Information from the Disclosing Party;
- 1.1.25 **"Regulatory Body"** means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, police, notary public or municipality, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and anybody with a regulatory function under the Applicable Law;
- 1.1.26 **"Rent Deposit Account"** means a bank account where Quarterly Rent is to be deposited as set out in **Annex C** (*Rent and Rent Deposit Account*) to the Contract.
- 1.1.27 **"Surviving Provisions"** means Clause 1 (*Preliminary Matters*); Clause 8 (*Breach and Termination*); Clauses 9-36 (*Part E – Miscellaneous Matters*) and this Annex A;
- 1.1.28 **"Services"** (**"the services"**) means the services set out in Schedule of Requirement to this Contract.
- 1.1.29 **"Service Provider"** has the meaning given to it in Recital 2;
- 1.1.30 **"Term"** means duration of the contract as defined under PCC;
- 1.1.31 **"TPC"** has the meaning given to it in Recital 1.
- 1.1.32 **"Utilities"** mean water, sewerage, electricity and telephone and such other supplies as are available for the benefit of the Advertising Locations from time to time.

2. Interpretation

2.1 In the Contract:

-
- 2.1.1 any definition in the Contract, shall bear the same meaning and apply throughout the Contract including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
 - 2.1.2 the singular includes the plural and vice versa;
 - 2.1.3 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
 - 2.1.4 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Contract;
 - 2.1.5 a reference to a gender includes all genders;
 - 2.1.6 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“defunct body”), means the agency or body that performs most closely the functions of the defunct body;
 - 2.1.7 a reference to an “agent” shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
 - 2.1.8 references in the Contract to “Clauses” or to “Annexes”, are to clauses of and Annexes to the Contract;
 - 2.1.9 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this agreement, refer to notices or requests in writing;
 - 2.1.10 references to “agree” or “agreed” shall require the agreement to be recorded in writing and signed by the authorized representatives of the Parties;
 - 2.1.11 no rule of construction shall be applied to the disadvantage of a Party to this agreement because that Party was responsible for or participated in the preparation of this agreement or any part of it;
 - 2.1.12 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
 - 2.1.13 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;
 - 2.1.14 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
 - 2.1.15 the use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by “without being limited to”.

Clause No.	DESCRIPTION												
Definitions	<p>“Advertising Locations” means the locations where advertisement to installed / fixed. The details of dimension, specification, numbers, etc. is attached as “Annex-A to Schedule of Requirements”.</p> <p>“Advertising Product” means the advertisement to be installed at Advertising locations. The details of dimension, specifications, numbers etc. is attached as “Annex-A to Schedule of Requirements”.</p> <p>“Advertising Management Services” or “the Services” means the services required under Schedule of Requirements.</p>												
2.2.1	The Term of the Contract shall be three (03) years starting from the Commencement Date.												
2.2.2	The formula provided under Clause 4.5 below shall be applicable for Rent adjustment in next Term/year.												
4.1	The amount of Quarterly Rent shall be ----- as adjusted annually.												
4.2	The designated bank account number is _____												
4.4	The liquidated damages shall be 0.1 % of the Quarterly Rent per day.												
4.5	Annual Rent Increase = 10% year on year basis calculated as follows: Adjusted Annual Rent = Annual Rent (as adjusted from time to time) *10% + Annual Rent of previous year.												
6.1	The TPC shall not provide power supply.												
6.2	The Clause deleted. The Service Provider shall arrange mobile generator or other facilities required for bus wrapping services.												
9.1 (c)	<p>The liquidated damages shall be adjusted/deducted from Performance Security and/or reserve fund. The applicable liquidated damages are as follows-</p> <table><tr><th>Sr. No</th><th>Violation of Item</th><th>Liquidated Damages</th></tr><tr><td>1</td><td>Advertisement beyond permissible area</td><td>Recovery on pro-rata basis for duration of violation+ Rs.5000 per instance per day</td></tr><tr><td>2</td><td>Failure to comply instructions</td><td>Rs. 2000 per instance</td></tr><tr><td>3</td><td>Failed to repair damaged infrastructure/TPC assets</td><td>Actual cost + Rs. 5000 per instance</td></tr></table>	Sr. No	Violation of Item	Liquidated Damages	1	Advertisement beyond permissible area	Recovery on pro-rata basis for duration of violation+ Rs.5000 per instance per day	2	Failure to comply instructions	Rs. 2000 per instance	3	Failed to repair damaged infrastructure/TPC assets	Actual cost + Rs. 5000 per instance
Sr. No	Violation of Item	Liquidated Damages											
1	Advertisement beyond permissible area	Recovery on pro-rata basis for duration of violation+ Rs.5000 per instance per day											
2	Failure to comply instructions	Rs. 2000 per instance											
3	Failed to repair damaged infrastructure/TPC assets	Actual cost + Rs. 5000 per instance											

		4	Failed to respond to TPC complaints regarding the Contract/agreement within time	Rs. 1000 per instance + Rs. 500 per additional hour up to three hours
		5	Failed to submit reports under the Agreement	Rs. 10,000 per month, if not responded to request within 4 days.
		6	Failed to start and/or complete mandatory works in accordance with contract	0.1% of the Quarterly Rent per day
		7	Dragnet Clause	Any violation of the Contract/Agreement not specified in the Contract Rs.25,000 per instance per day
9.1 (f)	The Clause is deleted in entirety.			
15.1.2	<p>In the case of the TPC:</p> <p>[Address] Attention: [Email]; and</p> <p>In the case of the Service Provider: [Address] Attention: [Email];</p>			
37.1	The performance security shall be payable in PKR to the amount of 10% of Total Rent (quoted at time of bidding) in shape of Bank Guarantee in the format attached hereto as Appendix- to PCC or in shape of CDR/DD in the name of CEO TransPeshawar.			
38.1	The reserve fund shall be payable in PKR to the amount of Rs. 10 million. The reserve fund shall be deposited in shape of CDR/DD to the amount of 10 million in the name of CEO TransPeshawar.			
38.3	50% of the Reserve Fund shall be released after completion by the Service Provider of its Mandatory Work obligations (excluding the human resource requirements)			

Section 8 - Contract Forms

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

Table of Forms

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Letter of Award

[on letterhead paper of the Procuring Entity]

[date]

To: [Name and address of the Buyer]

Subject: [Letter of Award Contract No.]

This is to notify you that your bid dated ----- for [name of the contract and identification number, as given in the Bid Data Sheet] for a total rent 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 bid on terms and conditions mentioned in the Agreement.

2. Further, as per Clause --- of the Contract, the Service Provider shall maintain with TransPeshawar a valid and enforceable Performance Security and/or reserve fund to the amount of -----% of contract price respectively in shape of ----- issued by a Schedule Bank of Pakistan on a prescribed format **(attached as Annex-A)** or submit a Demand Draft or Call Deposit Receipt in favor of Chief Executive Officer TransPeshawar.

3. You are therefore, required to deliver to TransPeshawar, within 21 days of issuance of this Letter of Award, the duly executed Performance Security and/or reserve fund 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:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the [date] day of [month], [year], between TransPeshawar (The Urban Mobility Company) (hereinafter "the TPC"), of the one part, and [name of the Service Provider] (hereinafter "the Service Provider"), of the other part:

WHEREAS the TPC desires that the Services known as [name of the contract] should be executed by the Service Provider, and has accepted a Bid by the Service Provider for the execution and completion of these Services as per terms and conditions of the Contract.

The TPC and the Service Provider agree as follows:

1. *In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
2. *The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.*
 - a) Contract Agreement;
 - b) Letter of Award;
 - c) Schedule of Requirements;
 - d) Letter of Bid;
 - e) Breakup of Bid Prices;
 - f) General Conditions of the Contract (GCC);
 - g) Particular Conditions of the Contract (PCC);
 - h) Performance Guarantee;
 - i) Integrity Pact.,
3. *In consideration of the payments to be made by the TPC to the Service Provider as indicated in this Agreement, the Service Provider hereby covenants with the TPC to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.*
4. *The TPC hereby covenants to pay the Service Provider in consideration of the execution and completion of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the borrowing country] on the day, month and year indicated above.

Signed by

Signed by

for and on behalf of the TPC
in the presence of

for and on behalf the Service Provider
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

[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>* 202~~4~~³ (the “**Guarantee**”)

Ref: Letter of Award for **Bus Wrap Advertising Services on Peshawar BRT Buses** dated *<Insert date>* 2023 (the “**Agreement**”)

Beneficiary: TRANSPESHAWAR (THE URBAN MOBILITY COMPANY), a Public Limited Company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at 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 **Bus Wrap Advertising Services on Peshawar BRT Buses** (the “**Project**”).

- 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 on 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 DISPUTE RESOLUTION

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

EXECUTED for and on behalf of
[GUARANTOR]

.....

(signed)

.....

Name

Witnesses:

SCHEDULE 1 TO THE PERFORMANCE GUARANTEE

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