



TransPeshawar (The Urban Mobility Company)

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BID SOLICITATION DOCUMENTS

FOR

Procurement of Heavy-Duty Photocopier

**Single-Stage: One-Envelope
Bidding Procedure**

Issued on: February 22, 2025

Ref. No.: TPC/IT/OCB/G/2024-25/001

Purchaser: TransPeshawar (The Urban Mobility Company)

Preface

This Bidding Document for Procurement of Goods has been prepared by TransPeshawar (The Urban Mobility Company).

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Section 1: Instructions to Bidders

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A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (hereinafter called “**BDS**”), the Purchaser, as indicated in the **BDS**, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the **BDS**.
 - 1.2 Throughout this Bidding Document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Purchaser has received financing (hereinafter called “funds”) from the Govt. of Khyber Pakhtunkhwa toward the cost of subject procurement. The Purchaser intends to apply the proceeds of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
3. **Fraud and Corruption**
 - 3.1 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) “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - 3.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an

agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; and

- 3.3 The Purchaser will impose remedial actions on bidder, at any time, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

4. Eligible Bidders

- 4.1 An eligible Bidder shall be as indicated in Bid Data Sheet (**BDS**). In case of a Joint Venture, if so permitted:

- a) All partners shall be jointly and severally liable; and
- b) The Joint Venture shall nominate a Representative who shall have 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.

- 4.2 A Bidder shall have nationality of Pakistan. A Bidder shall be deemed to have the nationality of Pakistan if the Bidder is resident of or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

- 4.4 A Bidder is not participating in more than one Bid in this bidding process other than alternative offers, if so permitted, in accordance with the Bidding Document.

- 4.5 A bidder shall not be eligible to participate in any procurement activities with the Purchaser while under temporary suspension or debarment by Govt. KP and/or the Purchaser. A bid from a temporary suspended or debarred bidder will be rejected.

- 4.6 Apart from above, the Bidder shall provide its eligibility satisfactory to the Purchaser, as indicated in **BDS**.

5. Eligible Goods and Related Services

- 5.1 All Goods and Related Services to be supplied under the Contract, shall have their country of origin in eligible source countries, and all expenditures under the Contract will be limited to such Goods and Related Services.

- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document**
- 6.1 The Bidding Document consists 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 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document, Site Visit and Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address before the date and time indicated in the **BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond to any request for clarification in the manner as indicated in the **BDS**. The response shall include a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the Premises and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and

entering into a contract. The costs of visiting the Premises shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser 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 Purchaser 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.
 - 7.4 The Bidder are encouraged 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.
 - 7.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be disseminated in a manner as indicated in **BDS**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 - 7.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in manner as indicated in **BDS**.
 - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, 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.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise of the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security in accordance with ITB 21;
 - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
 - (d) Documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (e) Documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
 - (g) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (h) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, 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 Service Provider shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.

12. Bid Submission Sheet and Schedules

- 12.1 The Bid Submission Sheet, Schedules, and all documents listed under ITB 11.1, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the **BDS**, alternative Bids shall not be considered.

14. Bid Prices

- 14.1 The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and/or not listed at all, their prices shall be assumed to be included in the prices of other items. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total

bid price in the Bid Submission Sheet may result in the rejection of the Bid.

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| 14.4 | The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS . |
| 14.5 | Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be inclusive of all applicable taxes including sales tax on good. |
| 14.6 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS . A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the BDS , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected. |
| 14.7 | If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS , prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. |
| 15. Currencies of Bid | 15.1 Bid prices shall be quoted in Pak Rupees. |
| 16. Documents Establishing the Eligibility of the Bidder | 16.1 To establish eligibility of Bidders in accordance with ITB 4, the Bidders shall provide the documents in accordance with requirement stipulated under Section 3. |
| 17. Documents Establishing the Eligibility of Goods and Related Services | 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the Country-of-Origin Declaration in Price Schedule Form included in Section 4 (Bidding Forms). |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the</p> |

- Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall establish to the Purchaser satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria) and submit the documentary evidence accordingly.
- 19.2 If so required in the **BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the bid validity period specified in the **BDS**. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 21, it shall also be extended 28 days beyond the deadline of the extended bid 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.
- 21. Bid Security**
- 21.1 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 shall be as specified in the **BDS**.
- 21.2 Unless otherwise specified in the **BDS**, any bid not accompanied by a substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

- 21.4 The bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.5 The bid security may be forfeited if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 34.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, 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 them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the **BDS**. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders shall submit their bids by mail or by hand. When so specified in **BDS**, the bidder 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 13, 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 23.2 and ITB 23.3.

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

23.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

23.4 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 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 22.2 (except for withdrawal notices, which 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 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 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 Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser 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 chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the **BDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing 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, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened 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 and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded 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 and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the **BDS**, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser 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, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security, if one was required. 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. A copy of the record may be handed over to all Bidders if so requested.

E. Evaluation and Comparison of Bids

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| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and 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 the publication of Contract award.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of opening the Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 29. Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser'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 to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 34.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| 30. Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 31. Examination of Bids | <p>31.1 The Purchaser shall examine the Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected:</p> |

- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB 12.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security;
 - (d) Manufacturer's Authorization;
 - (e) All documents required in accordance with ITB 11.1 and stipulated under Evaluation and Qualification along with attachments.

- 32. Determination of Responsiveness**
 - 32.1 The Purchaser's determination of a Bid's responsiveness is to be based on contents of bid itself, as defined in ITB 11.

 - 32.2 A substantially responsive Bid is one which is complete in accordance with ITB 31, meets Evaluation and Qualification Criteria and the requirements of the Bidding Document 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 Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

 - 32.3 If a Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

- 33. Nonmaterial Non-conformities**
 - 33.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.

 - 33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the quoted price. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 34. Correction of Arithmetical Errors**
- 34.1 During the evaluation of Bids, the Purchaser 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 Purchaser 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.
- 34.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison of Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the **BDS**.
- 36. Domestic Preference**
- 36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 37. Consideration and Comparison of Financial Offer**
- 37.1 Financial offers of substantially responsive Bidders will be compared for determination of the lowest evaluated Bid.
- 37.2 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 37.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1.

38. Post Qualification of Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Purchaser 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

40. Publication of Evaluation Report

- 40.1 The results of bid evaluation will be published in accordance with Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

F. Award of Contract

- | | | |
|--|------|--|
| 41. Award Criteria | 41.1 | The Purchaser shall award the Contract to the Bidder who is substantially responsive to the requirements of Bid Solicitation Documents/Evaluation and Qualification Criteria and whose financial offer has been determined to be the lowest evaluated financial offer and will be declared as successful Bidder. |
| 42. Purchaser's Right to Vary Quantities at Time of Award | 42.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 43. Notification of Award | 43.1 | Prior to the expiration of the period of bid validity the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. |
| | 43.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| 44. Signing of Contract | 44.1 | Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement. |
| | 44.2 | Within 28 days or as indicated in BDS of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| 45. Performance Security | 45.1 | Within 28 days or as indicated in BDS of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. |
| | 45.2 | Failure of the successful Bidder to submit the above-mentioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: TPC/IT/OCB/G/2024-25/001
ITB 1.1	The Purchaser is: TransPeshawar (The Urban Mobility Company)
ITB 1.1	Name of Procurement: Procurement of Heavy-Duty Photocopier Procurement Reference No. is: TPC/IT/OCB/G/2024-25/001
ITB 4.1	The bidder shall be a Sole Proprietor or a Firm or a Company resident of/incorporated in Pakistan. In case of a firm or a company, it shall be registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively.
ITB 4.6	The Bidder must be: <ul style="list-style-type: none"> i. Original Equipment Manufacturer (OEM) or authorized dealer of the particular brand; ii. Registered with FBR for income and sales tax and reflected on Active Taxpayer List (ATL); iii. Registered with KPRA for Sales tax on services; iv. not be blacklisted by any federal or provincial public entity in Pakistan, is neither insolvent nor bankrupt, 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 and has fulfilled all obligations under law for the time being in force; v. Office /workshop facility at Peshawar, Pakistan.
B. Contents of Bidding Document	
ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: Chief Executive Officer (CEO) TransPeshawar. Street address: TransPeshawar Office, 1 st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan Telephone: 091-2621393-94 E-mail: Attention: ceo@transpeshawar.pk Cc to: khalil.ahmed@transpeshawar.pk ; it@transpeshawar.pk. Requests for clarification should be received by the Purchaser before the date fix for holding Pre-bid meeting, if so provided, and three (03) days before last day for submission of bids, otherwise. Request for Clarification (s) will be responded via minutes of pre-bid meeting issued by the Purchaser to the participants, if so provided, and/or hoisted on website of Purchaser.

ITB 7.4	<p>A Pre-Bid meeting shall take place.</p> <p>Date: February 27, 2025</p> <p>Time: 11:30 AM PST</p> <p>Place: Mian Board Room, TransPeshawar Office, 1st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan</p>
ITB 7.5	Minutes of pre-bid meeting will hoisted on website of the Purchaser and sent to all Bidders who have attended pre-bid meeting.
ITB 8.2	Provided that addendum requires substantial changes (amendments in evaluation/eligibility criteria and/or deadline for submission of proposals and/or important conditions of contract) in the Request for Proposal Document, it will be hoisted on website of TransPeshawar or KPPRA or both and notified to Service Providers attended Pre-proposal meeting. Alternatively, the addendum will be disseminated in a manner the original advertisement/publication for procurement opportunity was made.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
11.2	Not applicable
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.4	The Incoterms edition is: Incoterm 2020
ITB 14.6	The prices quoted by the Bidder shall not be adjustable.
ITB 14.7	<p>Prices quoted shall correspond to 100 % of the items specified in Schedule of Supply.</p> <p>Prices quoted for each item shall correspond to 100 % of the specified quantities for respective item.</p>
ITB 19.2	The Bidder is required to submit documentation to substantiate that it is a Manufacturer or an authorized dealer of the goods being proposed.
ITB 20.1	The bid validity period shall be ninety (90) days.
ITB 21.1	The Bidder is required to submit bid security in Pak Rupees to the amount of 2% of the quoted bid price in shape of Call Deposit Receipt (CDR) from Scheduled Bank in Pakistan in the name of “ Chief Executive Officer (CEO) TransPeshawar ”. The bid security shall be deposited from the account of the Bidder.
ITB 21.2	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder, the Purchaser shall request the Bidder to submit a compliant bid security within 03 days of such

	notification. Failure to provide a compliant bid security within the prescribed period of such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: One number of copies in hard and one copy in soft.
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Authorization/Power of Attorney provided under Section 4 (Bidding Documents)
ITB 22.2	The Bidder shall submit an acceptable authorization within 03 days of intimation.
D. Submission and Opening of Bids	
ITB 23.1	Electronic bidding is not allowed.
ITB 23.1 (b)	Electronic bidding submission procedures shall be: Not applicable
ITB 23.2 (c)	The identification of this bidding process is: <u>Not applicable</u>
ITB 24.1	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: <u>Chief Executive Officer (CEO), TransPeshawar</u> Street address: Reception Desk TransPeshawar Office, 1 st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan Telephone: 091-2621393-94
ITB 24.1	The deadline for bid submission is: Date: March 11, 2025 Time: 11:30 AM PST
ITB 27.1	The bid opening shall take place at: Street address: Main Conference Room TransPeshawar Office, 1 st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan Telephone: 091-2621393-94 Date: March 11, 2025 Time: 11:45 AM PST
ITB 27.1	The electronic bid opening procedure shall be as follows: Not applicable
ITB 27.3	The Bid Submission Sheet and Price Schedule shall be initialed by members of procurement committee of the Purchaser.
E. Evaluation and Comparison of Bids	

ITB 34.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 35.1	Not applicable.
ITB 36.1	Not applicable
F. Award of Contract	
ITB 42.1	The maximum percentage by which quantities may be increased is: <u>15%</u> The maximum percentage by which quantities may be decreased is: <u>15%</u>
ITB 44.2	Within Seven (07) working days.
ITB 45.1	Within Seven (07) working days

Section 3: Evaluation and Qualification Criteria

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2. Eligibility and Qualification Criteria.....Error! Bookmark not defined.-3

1. Evaluation Criteria

1.1 Technical Criteria

The bid shall meet or exceed the technical specifications provided for under Section 6 (Schedule of Supply). In case of any deviation the bid will be rejected.

2. Qualification Criteria

2.1. Eligibility

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

2.1.1 Registration Status

Sole Proprietor or a Firm or a Company resident of or incorporated in Pakistan. In case of a firm or a company, it shall be registered with Registrar of Firms (RoF) or Security and Exchange Commission of Pakistan (SECP) respectively.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with an appropriate document showing status of sole proprietor or Certificate of Registration with Registrar of Firms or SECP
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2.1.2 OEM/Authorized Dealer

Original Equipment Manufacturer (OEM) or authorized dealer of the particular brand.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with Certificate of Original Equipment Manufacturer or Letter of Manufacturer Authorization on given format.
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2.1.3 Registration with FBR

Registered with FBR for income tax and sales tax (NTN & STRN) and reflected on active taxpayer list (ATL).	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with a certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status.
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2.1.4 Registration with KPRA

Registered with KPRA for sales tax on Services.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with Certificate of Registration with KPRA for sale tax on services
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2.1.5 Office/Workshop Facility

Office /workshop facility at Peshawar, Pakistan	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with bidder's profile showing office/workshop facility at Peshawar Pakistan
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2.1.6 Not Blacklisted

Not be blacklisted or suspended by any federal or provincial public entity in Pakistan, is neither insolvent nor bankrupt, 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 and has fulfilled all obligations under law for the time being in force.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	FORM ELI-1 in attachment with an affidavit on stamp paper duly notarized to the effect.
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2.2 Contractual Experience

i. Successful completion, as main supplier in last five (05) years, of at least one (01) contract of similar nature with public or private entity to the amount of PKR.1.5 million or above ii. Successful completion, as main supplier in last five (05) years, of at least one (01) contract of similar nature with private entity to the amount of PKR.1.5 million or above	must meet requirement	must meet requirement	Not Applicable	Not Applicable	FORM EXP-1 in attachments with Certificate of Registration with SECP and i. Letter of Award/Acceptance or contract agreement or any other credible evidence showing experience; and ii. Successful completion certificate.
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Section 4: Bidding Forms

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Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
Procurement Ref No.: TPC/IT/OCB/G/2024-25/001

To

Chief Executive Officer (CEO), TransPeshawar,
TransPeshawar Office, 1st Floor, KPUMA Building,
Main BRT Depot, GT Road Chamkani,
Peshawar, Pakistan

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) 8.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
“Supply and Delivery of Heavy-Duty Photocopier”
- (c) The total price of our Bid is

Amount in PKR in words & in figures

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) Our Bid shall be valid for a period of ninety (90) days starts from the date fixed for the bid submission deadline in accordance with ITB 20.1, 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 Bidding Documents.
- (f) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from Pakistan in accordance with ITB 4.2.
- (g) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (h) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3, other than alternative offers in accordance with the Bidding Documents.

- (i) 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.
- (j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (k) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions.

Name _____

Designation _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule

S#	Item Description	Quoted Brand & model	County of Origin of Goods	Unit.	Qty.	Unit Price (PKR) (Inclusive of Taxes)	Total Price (PKR) (Inclusive of Taxes)
1.				No	01		
	Total						

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Manufacturer's Authorization

Date: *[insert date (as day, month, and year) of bid submission]*

Procurement Ref No.: TPC/IT/OCB/G/2024-25/001

Chief Executive Officer (CEO), TransPeshawar,
TransPeshawar Office, 1st Floor, KPUMA Building,
Main BRT Depot, GT Road Chamkani,
Peshawar, Pakistan

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide Heavy Duty Photocopier, manufactured by us, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above Entity.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

-- Note --

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

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Authorization/Power of Attorney

(on a stamp paper duly notarized)

I, [Name of person authorizing the signatory to Bid], 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 [Sole Proprietor/ 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 service provider, held on [date] at [place], in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved [in case the Bidder is a company] or I hereby disposed of [in case the Bidder is a sole proprietor/ partnership]:

1. That [name of Bidder] be, and is, authorized to participate in the Bidding Process and to submit 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 and/or 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 person authorizing the signatory (in case of partnership all the parties shall sign)

.....

Position

Signature with Seal

Name of Bidder

Date:

Bidder's Eligibility and Qualification

To establish its eligibility and qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Full legal Name	
Registered Address	
Type of organization (Sole Proprietor, AOP or Company)	
Resident of or Country of constitution/ incorporation/registration	
Year of constitution/incorporation/ registration	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. Certificate of registration/incorporation with Registrar of Firms or Security and Exchange Commission of Pakistan of the Firm or Company named above, if firm or company, and any credible information in case of a sole proprietor; 2. Authorization/Power of Attorney (on stamp paper duly notarized) to represent the firm or company named above, on Form provided in Section IV (Bidding Forms) 3. A Certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status; 4. A Certificate of Registration with KPRA for sale tax on services; 5. Bidder's profile showing office/workshop facility at Peshawar Pakistan 6. Certificate of Original Equipment Manufacturer or Letter of Manufacturer Authorization. 7. An affidavit on stamp paper duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National or Provincial public entity in Pakistan, is neither insolvent nor bankrupt, 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 and has fulfilled all obligations under law for the time being in force. 	

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience	
Contract No of	Contract Identification
Award Date	Completion Date
Total Contract Amount	PKR.
Purchaser's name Address Telephone/Fax Number E-mail	
Attached are copies of the following documents: 1. Letter of Award/Acceptance or contract agreement or any other credible evidence showing experience; 2. Successful completion certificate.	

Section 5: Eligible Countries

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.

Section 6: Schedule of Supply

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1. List of Goods and Related Services

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1.	Heavy Duty Photocopier	Heavy Duty Photocopier	No.	01
2.	Supply, Delivery, Installation, testing, and commissioning.	Supply, Delivery, Installation, testing, and commissioning.	Job	01

2. Delivery and Completion Schedule

The delivery period shall start as of signing of contract.

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1.	Heavy Duty Photocopier	30 days of signing of contract.	TransPeshawar office, 1st Floor KPUMA Building, Peshawar	30 days of signing of contract.
2.	Supply, Delivery, Installation, testing, and commissioning.	30 days of signing of contract.	TransPeshawar office, 1st Floor KPUMA Building, Peshawar	30 days of signing of contract.

3. Technical Specifications

Type	Heavy-duty Copier, Printer, Scanner
Copy Per Minute	36 CPM or above
Paper/ Copy size	A3 to A5R
Output	Black & White
Resolution print /copy	1800x600 dpi / 600 x 600 dpi
Input paper capacity	1100
Duplex	Auto built-in
USB Port	2.0 or higher
Memory	4GB
Network printer	Built-in
Network scanner	Built-in (Color-Scanner)
Machine Trolley	Wooden moveable Trolley standard size
Connectivity	Ethernet
Developer Life	600,000/ prints
Supplies with machine	1) RFID – 72 Quantity. (No.) 2) Toner (B&W) - 02 Quantity. (No.)
Warm-up time	20 sec.
Processor speed	1.2 GHz (Dual-Core)
Storage	250GB HDD
First copy time	4.3 sec.
Multiple copy time	1-9999, countdown, interrupting capability
Document Feeder	Reverse Automatic Document Feeder accepts sheets minimum and two-sided enabled

Section 7: General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the

Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].

3.2 Khyber Pakhtunkhwa Procurement Act and Law require the Supplier to observe the highest standard of ethics during the procurement and execution of contract.

(a) 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) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and

(b) The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt,

fraudulent, collusive, coercive, or other integrity violations in competing for the Contract;

- (c) The Purchaser will impose remedial actions on Supplier, at any time, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding, if it at any time determines that the Supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or

unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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|-----------------------------------|--|
| 5. Language | <p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |
| 6. Joint Venture | <p>6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.</p> |
| 7. Eligibility | <p>7.1 The Supplier and its Subcontractors shall have the nationality as specified under SCC. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> |
| 8. Notices | <p>8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p> |
| 9. Governing Law | <p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.</p> |
| 10. Settlement of Disputes | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such</p> |

consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, or as specified under SCC, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards

whose application is appropriate to the country of origin of the Goods.

- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

- 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and

expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship,

under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its

obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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 the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the

Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Pakistan
GCC 1.1(k)	The Purchaser is: TransPeshawar (The Urban Mobility Company)
GCC 1.1 (q)	The Site is: TransPeshawar Office, 1 st Floor KPUMA Building Peshawar, Pakistan
GCC 4.2 (b)	The version of Incoterms shall be: 2020
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: English
GCC 7.1	The Supplier shall have the nationality of Islamic Republic of Pakistan.
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Chief Executive Officer (CEO), TransPeshawar TransPeshawar (The Urban Mobility Company) Office KPUMA Building, First (1 st) Floor, Main BRT Depot, GT Road, Chamkani Peshawar Telephone: +92 91 2621393 E-mail: ceo@transpeshawar.pk ;
GCC 9.1	The governing law shall be: The Contract shall be interpreted in and governed by the laws of the Islamic Republic of Pakistan.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: If the Parties are unable to resolve the dispute pursuant to clause 10.1, either Party shall be entitled to refer a dispute to arbitration in accordance with this clause by notifying the other Party in writing of its intention to do so. 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. Any such arbitration shall be subject to the Applicable Law. Place of arbitration: Peshawar, Pakistan
GCC 11.1	The Scope of Supply shall be defined in: Section 6 (Schedule of Supply)

GCC 12.1	<p>Details of documents to be furnished by the Supplier shall be:</p> <ul style="list-style-type: none"> i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. delivery note, railway receipt or truck receipt; iii. Manufacturers or Supplier's warranty certificate; iv. Inspection certificate, issued by the Purchaser; and v. Certificate of origin.
GCC 15.2	The price quoted by the Supplier shall remain firm and fixed and not subject to any adjustment during performance of the Contract.
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <ul style="list-style-type: none"> i. No advance payment will be permissible. ii. 70% upon supply, delivery, inspection and acceptance by the Purchaser of the delivered goods on site in accordance with the contract; and iii. 30% upon installation, testing and commissioning along with operational acceptance of the delivered goods by the Purchaser.
GCC 16.4	The currencies for payments shall be: Pak Rupees
GCC 18.1	Within seven (07) working days of the receipt of Letter of Acceptance from the Purchaser, the Supplier shall furnish performance security in Pak Rupees to the amount of ten (10%) of contract price.
GCC 18.3	The forms of acceptable Performance Security are: The Performance Security shall be in shape of CDR/DD or Bank Guarantee, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan.
GCC 18.4	Discharge of the Performance Security shall take place: The Performance Security shall remain valid thorough out execution of the contract including warranty period and will be released not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination.
GCC 24.1	The insurance coverage shall be in accordance with: The goods during transit may be insured, if so required by the Supplier. All risks related to transit of Goods shall however, be borne by the Supplier.
GCC 25.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>The Supplier shall be responsible for arranging transportation for delivering the Goods to final destination.</p>

GCC 26.2	The Goods will be inspected/tested by the Purchaser for their conformance to the quoted specifications upon delivery. If any inspected/tested Goods fail to conform to agreed/quoted specifications, it shall be rejected and the Supplier shall replace the rejected goods to one meeting agreed/quoted specification free of cost, within seven (07) days of such intimation. The Purchaser shall issue an inspection certificate after successful testing of the Goods and the Supplier shall have to submit such inspection certificate with payment invoice.
GCC 27.1	The rate of liquidated damage is 0.5% of contract price per week of delay.
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract price
GCC 28.3	<p>The period of validity of the Warranty shall be: 12 months including parts and service (free of cost) after successful delivery and acceptance by the Purchaser. Warranty certificate shall be provided by the original equipment manufacturer and/or the Supplier.</p> <p>The Supplier shall be responsible for maintenance and keeping the equipment operational and in satisfactory condition including replacement of parts and paying of 4 PPM maintenance visits at regular interval free of cost during warranty period.</p> <p>In case of any failure in uptime more than 24 hours, this operational failure will lead to extension in warranty period by number of days defaulted in uptime and deduction of 0.5 % of performance security as penalty for per day of operational failure.</p> <p>The place of final destination shall be: TransPeshawar Office 1st Floor KPUMA Building Main BRT Depot, GT Road Peshawar, Pakistan.</p> <p>After expiry of the Warranty period of the equipment, the Supplier shall have to undertake the Comprehensive Annual Maintenance contract (Service Level Agreement) (Attached) (with spare parts, accessories, consumables etc.) of the Complete System for the further life span of equipment. The life span of the equipment shall not be less than ten years. The Purchaser shall however, have the right for reduction in total life span period of the equipment.</p>
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within one (01) working day of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of contract price
GCC 31.1	This shall not include change in rate or laws of taxes.

Section 9: Contract Forms

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Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of [amount in words and figures and name of currency], is hereby accepted by TransPeshawar.

You are requested to furnish the Performance Security within 07 working days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document or in shape of CDR/DD in the name of Chief Executive Officer (CEO), TransPeshawar.

The amount of performance security shall be [amount in PKR in words and figure].

Authorized Signature:

Name and Title of Signatory:

Name of Entity:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Schedule of Supply; and
 - (g) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 Islamic Republic of Pakistan on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

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> (the “Guarantee”)

Ref: Letter of Acceptance for [Name of Procurement] dated <Insert date> (the “Agreement”) Beneficiary: TRANSPESHAWAR (THE URBAN MOBILITY COMPANY), a Public Limited Company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at TransPeshawar Office KPUMA Building, near Main BRT Depot Chamkani, GT Road, Peshawar, KPK. (the “Purchaser”)

1. GUARANTEE

We <Insert name of Bank> Bank (the “Guarantor”) have been informed that <Insert name of the Supplier> (the “Supplier”) has been awarded the Agreement relating to [Name of Procurement] (the “Goods”).

- 1.1 The Guarantor hereby irrevocably and unconditionally undertakes to pay to Purchaser on its first demand for payment, without regard to any objections or defences to Purchaser’s demand from the Supplier 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 Purchaser shall be paid by Guarantor to Purchaser within seven (07) days of receipt of the Purchaser’s demand for payment stating that the Supplier is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

3 VALIDITY OF GUARANTEE

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

4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS

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

5 Notices and Demands for Payment

- 5.1 Any demand for payment made under this Guarantee shall be delivered by hand or registered courier and be deemed to be duly made at the time of, and on the date of, delivery.

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

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

.....

(signed)

.....

Name

SCHEDULE TO THE PERFORMANCE GUARANTEE

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

SERVICE LEVEL AGREEMENT

This AGREEMENT Number -----made on the ----- between TransPeshawar, 1st Floor KPUMA Building Main BRT Depot, GT Road Chamkani, Peshawar (hereinafter called "the client") on the one part and -----, 19-Ground floor, University Road, Peshawar (hereinafter called "the Service Provider") on the other part.

WHEREAS this Agreement represents a Service Level Agreement ("SLA" or "Agreement") between TransPeshawar, 1st Floor KPUMA Building Main BRT Depot GT Road Chamkani, Peshawar, and [Name of Service Provider] for the provisioning of Annual services required to support and sustain [Photocopier - Printer]. TransPeshawar has accepted the annual service agreement charges by the Service Provider at [-----] including all taxes. The annual service subscription contract and price list of consumables/parts (fixed during the term of the contract) for [photocopier machine] attached herewith **Annex-1**.

THIS AGREEMENT IS WITNESSED AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a) Annual Service Subscription Contract
- b) Price list of Consumables/parts for [Photocopier];

Terms and Conditions of the Annual Service Agreement:

1. Taking into account payments to be made by the client to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the client to provide annual services for the [photocopier] installed at TransPeshawar under the SLA/Agreement and remedy any defects therein in conformity with the provisions of the SLA. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

- i. Minimum 12 services, monthly system health check and 01 overhauling service shall be provided to the client during currency of the SLA/Agreement.
- ii. Free of cost of troubleshooting as and when required by the client - including Emergency onsite assistance;
- iii. The service charges will be paid on quarterly basis at the end of each quarter.
- iv. All the consumable items for the printer will be provided by the Service Provider during currency of the SLA/Agreement.
- v. All parts of the [photocopier] will be provided after the prior approval by the client.
- vi. Monthly service and troubleshooting reports will be generated by the Service Provider and will be signed by both parties.
- vii. All parts shall be provided as per the price list attached as Annex-1.
- viii. The Service Provider will provide proper telephone support and email support to the client.
- ix. The service provider shall be responsible for providing the valid distribution ship certificate for the [photocopier] until -----.

2. Service Provider responsibilities and/or requirements.! in support of this Agreement include:

- i. Meeting response time associated with service-related incidents.
- ii. Appropriate notification to the client for all scheduled maintenance.

3. In support of services outlined in this SLA/Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the client within the following time frames:

- i. 2-4 hours (during business hours) for issues classified as High priority.
- ii. Within 10 hours for issues classified as medium priority.
- iii. Within 2-4 working days for issues classified as Low priority.

4. The client hereby covenants to pay, in consideration of the acceptance of services provided to the Client and remedying of defects therein.

5. This SLA/Agreement is valid from the Effective Date [-----] till [-----].

IN WITNESS whereof the parties hereto have executed the SLA/Agreement under the laws of the Islamic Republic of Pakistan on the date indicated above.

Signature and Seal of Client;	Signature and Seal of Service Provider;
Witness of the Client;	Witness of the Service Provider;