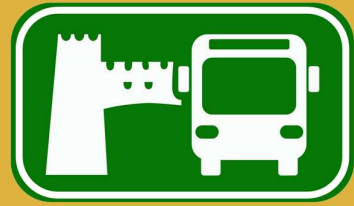


TransPeshawar (The Urban Mobility Company)



TRANS PESHAWAR
The Urban Mobility Company

Request for Proposal

For Hiring of Tax Consultant Firm for Tax Refund

Procurement Title	Hiring of Tax Consultant Firm for Tax Refund
Contract Ref No.	TPC/FD/OCB/C/TRC/2024-25/004
Bid Security	Bid Security shall be 2% of the bid price submitted in shape of CDR from a scheduled bank of Pakistan in the name of Chief Executive Officer (CEO), TransPeshawar (The Urban Mobility Company). The bid security shall be provided from the account of consultant submitting proposal.
Date of Issuance of Request for Proposal	March 21, 2025
Deadline for Submission of Proposal	April 08, 2025, 11:30 AM (PST)
Date and Time for Opening of Proposal	April 08, 2025, 11:45 AM (PST)

1. TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority.

2. Between 2017 and 2024, TransPeshawar imported major equipment from China. At the time of import, withholding tax (WHT) under Section 148 was deposited in the government treasury through goods declarations. This tax was included in fixed assets and not treated as a refundable amount in the income tax returns. The company now intends to revise its tax returns and claim the withheld tax as refund from FBR.

3. To achieve this, TransPeshawar seeks to hire a Tax Consultant Firm to handle tax return revisions, refund claims, and compliance with relevant tax laws. Complete scope of services is provided in Terms of Reference (ToR) attached as **Appendix- I** (hereinafter called the "Services").

4. It is understood that the consultant has gone through the entire Request for Proposal Document and has complete understanding of the terms and conditions, scope of services etc. mentioned RFP along with their implications.

5. You must quote for complete services under the Request for Proposal Document. Financial Offer will be evaluated for complete scope of services and contract awarded to the consultant offering the lowest evaluated total cost for all the Services meeting qualification requirements.

6. You shall submit one original proposal on the **Form of Proposal (Appendix-II)** along with attachments, and clearly marked "**Original**". In addition, you shall also submit **one copy marked as "COPY"**. In case of any discrepancy between the Original and Copy, the original shall prevail. **Your Proposal in the attached format should be signed, sealed in an envelope** and addressed to and delivered to the following address:

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

7. Your bid must be written in the English language, must be accompanied by adequate supporting documentation, profiles, CV and other relevant material/documentation in the same language for provision of services.

8. You shall submit one proposal for the above scope of services. Your bid must be typed and shall be signed by you or your authorized representative. **Without a signature in your Form of Proposal, your Proposal will not be considered any further.**

9. Your proposal should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Services is an integral part of the Contract.

(i) **PRICES:** The prices should be quoted for complete scope of services on the format given under **(Appendix-II)** as a lump sum in Pakistani Rupees (PKR) inclusive of all applicable Taxes and including out of pocket expenses.

(ii) **BID SECURITY:** Bid security shall be submitted to the amount of two (2%) of the total bid amount in shape of CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be provided from the account of the Consultant submitting the proposal. A Proposal not accompanied by compliant bid security shall be rejected as non-responsive;

(a) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids;

- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's signing of contract agreement;
- (c) The bid security of successful bidder shall be returned after completion of contract and performance of deliverables under the contract.
- (d) The Bid security may be forfeited if:
 - i. a bidder withdraws his bid during the period of bid validity.
 - ii. In the case of a successful bidder, if he fails to:
 - accept the correction of his Bid Price as per 9 (iii) (c);
 - Sign the contract agreement.

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

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

(iv) AWARD OF CONTRACT: The award will be made to the bidder offering the lowest evaluated price that meets the given qualifications. Qualification requirements are as follows:

- i. A firm or company, registered with registrar of firms or SECP, having at least 10 members of IFAC.
- ii. Registered with Federal Board of Revenue (FBR) and Khyber Pakhtunkhwa Revenue Authority (KPRA).
- iii. Have a strong track record of successfully handling tax refund claims (single or multiple) having worth of PKR. 500 million or above at the multiple forums including Commissioner FBR, Tribunal, High court and / or Supreme Court.
- iv. Have proven experience of handling at least 3 cases, pertaining to tax advisory services particularly income tax refund claim, at Tribunal or High Court level or Supreme Courts.
- v. The consultant is not blacklisted by any government/ semi government/ autonomous or any banking company/ financial institution and Affidavit to be submitted in this regard.
- vi. Has submitted 2% of bid security in form of a CDR / Demand Draft in favor of Chief Executive Officer (CEO) TransPeshawar.

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

(v) VALIDITY OF THE OFFER: Your bid should be valid for a period of ninety (90) days from the deadline for receipt of bid.

(vi) PERFORMANCE SECURITY:

The successful bidder shall submit a performance security in PKR to the amount of 10% of the Contract Price in shape of Bank Guarantee on Form of Bank Guarantee, as prescribed by PE, or CDR/DD in the name of CEO TransPeshawar as per terms and conditions of the Contract.

(vii) SIGNING OF CONTRACT: Within seven (07) days of issuance of the Letter of Award/Acceptance the successful bidder will sign the contract agreement (**Form of Contract**) with the Client.

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

Name: CEO, TransPeshawar
Email Address: To: ceo@transpeshawar.pk
CC: khalil.ahmed@transpeshawar.pk; cfo@transpeshawar.pk

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

TERMS OF REFERENCE (TORs)

1. Background

TransPeshawar (The Urban Mobility Company) was established by the Government of Khyber Pakhtunkhwa under Section 42 of the Companies Act, 2017. The company is responsible for implementing, managing, and maintaining urban rapid transit projects in Peshawar, as assigned by the Khyber Pakhtunkhwa Urban Mobility Authority.

Between 2017 and 2024, TransPeshawar imported major equipment from China. At the time of import, withholding tax (WHT) under Section 148 was deposited in the government treasury through goods declarations. This tax was included in fixed assets and not treated as a refundable amount in the income tax returns. The company intends to revise its tax returns and claim the withheld tax as refund from FBR.

To achieve this, TransPeshawar seeks to hire a firm for tax consultancy services to handle tax return revisions, refund claims, and compliance with relevant tax laws.

2. Objective(s) of the Assignment

The primary objective of this assignment is to engage a firm for professional tax consultancy services. The selected firm will:

- Review, provide opinion and detailed procedure report pertaining to refund claim of income tax.
- Revise and submit tax returns for the financial years 2017 to 2022.
- Submit and pursue income tax refund claim on behalf of TransPeshawar for the period from 2017 to 2022.
- Ensure compliance with tax regulations and optimize the company's tax position while making refund claim to be received by TransPeshawar.

3. Scope of Services

The selected firm will be responsible for the following services:

- Reviewing the relevant records and assessing the eligibility of refund of income tax
- Preparing and determining grounds for the tax refund claims and defining the timelines to complete the assignment.
- Prepare all necessary documents required for the tax refund claim
- Preparing, revising and filing of revised tax returns for the years 2017 to 2022.
- Preparing and filing income tax refund claims from 2017 to 2022 before all appellate forums.
- Coordinating with tax authorities and other relevant appellate forums (including but not limited to courts) for follow-ups on refund claims till final closure of the subject matter.

4. Deliverables

The firm shall deliver the following:

Deliverable-1: Review, provide an opinion and detailed procedure report pertaining to refund claim of income tax;

Deliverable-2: Revised tax returns for the years 2017 to 2022.

Deliverable-3: Successful re-submission of tax returns for 2017 to 2022.

Deliverable-4: Properly document and filed refund claims to FBR for the years 2017 to 2022.

Deliverable-5: Monthly updates and follow-up report on refund claims.

Deliverable-6: Successful receipt of refunds claimed for the years 2017 to 2022.

5. Qualification Requirements

The selected firm must meet the following qualifications:

- A firm or company, registered with registrar of firms or SECP, having at least 10 members of IFAC.
- Registered with Federal Board of Revenue (FBR) and Khyber Pakhtunkhwa Revenue Authority (KPRA).
- Have a strong track record of successfully handling tax refund claims (single or multiple) having worth of PKR. 500 million or above at the multiple forums including Commissioner FBR, Tribunal, High court and / or Supreme Court.
- Have proven experience of handling at least 3 cases, pertaining to tax advisory services particularly income tax refund claim, at Tribunal or High Court level or Supreme Courts.

6. Payment Terms

- 5% of the contract amount will be paid upon completion of deliverable number 1.
- 15% of the contract amount will be paid upon completion of deliverable number 2 and 3.
- 15% of the contract amount will be paid upon completion of deliverable number 4.
- 65% of the contract amount will be paid upon completion of deliverable number 6.
- TransPeshawar shall verify and process the service charges within 10 working days, after receipt of invoice, making lump sum payments via cross-cheque in Pakistani Rupees.
- The service provider must submit all necessary supporting documents along with invoices for payment processing.

FORM OF PROPOSAL

To:

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

We offer to execute the procurement titled “**Hiring of Tax Consultant Firm for Tax Refund**” in accordance with the terms and conditions of Request for Proposal Document for the Contract Price of _____ inclusive of all taxes and out of pocket expenses (_____) (amount in words and numbers in PKR) as given below.

S/No.	Description	Price in PKR
1	Remunerations for performance of the Services under the Contract/Terms of Reference.	
2.	Out-of-Pocket Expenses	
Total price in PKR inclusive of all Taxes and Out of Pocket Expenses		

Our proposal shall be valid for the validity period as provided in Request for Proposal Document.

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Phone Number:

Email Address:

Form of Contract

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

WHEREAS, the PE wishes to have the Consultant Performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in **Appendix-I**, "Terms of Reference," ("the Services") which along GCC, SCC and Appendices are made an integral Part of this Contract.
 - (ii) The Consultant shall provide the reports listed in **Appendix-I**, "Term of Reference," within the time Period listed in such Appendix.
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing till final closure of the Services.
- 3. Payment**
 - A. Ceiling

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

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

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

All data, documents, reports, and intellectual property created, prepared, or obtained by the Consultant during the course of this assignment shall be the sole property of PE. The firm or any of its employees, agents or assigns, shall not retain any copies of such materials without explicit written permission from PE. Upon completion or termination of the assignment, the Consultant shall promptly return all original documents and materials to PE and delete any copies thereof in its possession.
- 6. Consultant Not to be Engaged in Certain Activities**

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

The Consultant shall not assign this Contract or Subcontract any portion thereof

without the PE's prior written consent.

**8. Law
Governing
Contract
and
Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan and/or the Province of Khyber Pakhtunkhwa and the language of the Contract shall be English.

**9. Dispute
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.

FOR THE PE

FOR THE CONSULTANT

Title:

Title:

General Conditions of Contract

1. GENERAL PROVISIONS	
<i>Definitions</i>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:</p> <ul style="list-style-type: none"> (a) "Applicable Law" means the applicable laws of Islamic Republic of Pakistan and the province of Khyber Pakhtunkhwa. (b) "Procuring Entity PE" means the implementing entity which signs the contract as mentioned under SC. (c) "Consultant" means an entity providing professional services as provided in SC. (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of Form of Contract, that is Terms of Reference, General Conditions (GC), the Special Conditions (SC), and the Appendices. (e) "Contract Price" means the Fee to be Paid for the Performance of the Services, in accordance with Clause 6; (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. (g) "Foreign Currency" means any currency other than the currency of the PE's country. (h) "GC" means these General Conditions of Contract. (i) "Government" means the Government of Islamic Republic of Pakistan or Govt. of Khyber Pakhtunkhwa as the case may. (j) "KPPR, 2014" means Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014; (k) "Local Currency" means Pak Rupees. (l) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities. (m) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them. (n) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof. (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented. (p) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References. (q) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services. (r) "In writing" means communicated in written form with proof of receipt. (s) "Fee" is the amount inclusive of remuneration and out of pocket expenses including all applicable taxes.
1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law
1.3 Language	This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	1.4.1 Any notice, request or consent required or permitted to be given or made

	<p>pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p>1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
1.5 Location	The Services shall be performed at such locations as are specified in SC of contract and, where the location of a Particular task is not so specified, at such locations, whether in the PE's country or elsewhere, as the PE may approve.
1.6 Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms as specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract including, without limitation, the receiving of instructions and Payments from the PE.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes & Duties	The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price (contract price shall be inclusive of all applicable taxes).
1.9 Fraud & Corruption	<p>If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies provided for under the contract or Applicable Law, including but not limited to</p> <ul style="list-style-type: none"> (a) Blacklisting/disqualification of the Consultant. (b) Removal of personnel in accordance with Sub-Clause 4.2 if any Personnel of the Consultant engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract; (c) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants; (d) Recover from the Consultant any loss or damage to the PE as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants; and (e) Forfeit performance security
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
2.1 Effectiveness of	The Contract shall come into effect on the date the Contract is signed by both the

Contract	Parties. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SC.
2.3 Expiration and Extension of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The Contract will be subject to extension as stated in SC, with mutual consent and on agreed terms between the parties, before expiration of the Contract.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
2.5.1 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.2 Extension of Time	Any period within which a party shall, pursuant to this Contract, complete any action or task, may be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.
2.6 Material Breach and Termination	<p>If the Consultant commits a material breach of the Contract and fails to remedy such breach within given time of issuance of notice indicating such breach, the PE shall be entitled to, without prejudice to any other remedy under Applicable Law or the Contract, seek specific performance of the Contract or terminate the Contract on notice to the Consultant. In case of such termination, the PE shall be entitled to forfeit Performance Security fully or remaining as the case , apart from other remedies provider for under the Relevant Law and/or the Contract. However, in case of Force Majeure, if the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, the Contract may be terminated without imposition of liquidated damages or forfeiture of Performance Security.</p> <p>For the purposes of the Contract, a material breach shall be if the Consultant:</p> <ol style="list-style-type: none"> a) delegates or sub-contracts the Contract or part thereof in contravention to the Contract; b) abandons any of its obligations prematurely under the Contract; c) consistently fails to observe any provision of the Contract (despite being given three (03) notices on the same issue/instance in relation thereto); or d) Fails to replace or renew or replenish the Performance Security in accordance with the provisions of the Contract. e) is bankrupt, or insolvent, placed under business rescue or is sequestrated (whether provisionally or finally and whether voluntary or compulsorily); or f) fails to comply with any instruction given to the Consultant by the PE

	<p>results in issuance of three notices in respect of particular breach of a Contract.</p> <p>g) the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices or violated integrity pact in competing for or in executing the Contract.</p> <p>h) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p>
3. OBLIGATIONS OF CONSULTANT	
3.1 General Standard of Performance	The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.
3.2 Conflict of Interests	The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.	The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in operation	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would be in conflict with the Services under the Contract.
3.3 Confidentiality	<p>3.3.1 The Consultant shall maintain strict confidentiality of all information, documents, data, or materials disclosed by PE, whether in written, oral, electronic, or any other form ("Confidential Information"). The Consultant shall not disclose, reproduce, or use any Confidential Information for any purpose other than the performance of the Services outlined in the Contract without the prior written consent of PE.</p> <p>3.3.2 Upon termination or completion of the Contract, the Consultant shall return or securely destroy all Confidential Information in its possession or control as may be directed by the PE.</p> <p>3.3.3 The Consultant shall ensure that all employees, agents, or subcontractors</p>

	<p>who have access to the Confidential Information under the Contract are bound by similar confidentiality obligations as contained under GC 3.3.</p>
<p>3.4 Insurance to be Taken Out by the Consultant</p>	<p>3.4.1. The Consultant shall be held liable for all losses or damages and short comings in deliverance etc, suffered by the Procuring Entity as a result of misconduct or inadequate Services in performing the Contract.</p> <p>3.4.2. The extent of the liability pursuant of GC Clause 3.4.1 shall be twice the remuneration excluding out of pocket expanses.</p> <p>3.4.3. The consultant shall submit to the Procuring Entity an insurance to cover Consultant's liability under 3.4.2 and necessary costs borne by the Consultant shall be embedded in the bid price</p>
<p>3.5 Consultant's Actions Requiring PE's Prior Approval</p>	<p>The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the Performance of any Part of the Services, b) any other action that may be specified in the SC.
<p>3.6 Reporting Obligations</p>	<ul style="list-style-type: none"> a) The Consultant shall submit to the PE the reports and documents specified in Term of Reference attached as (Appendix-I), in the form, in the numbers and within the time Period set forth in the said Appendix. b) Final reports shall be delivered in soft in addition to the hard copies specified in said Appendix.
<p>3.7 Documents Prepared by the Consultant to be the Property of the PE</p>	<ul style="list-style-type: none"> a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof. b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
<p>3.8 Accounting, Inspection and Auditing</p>	<p>3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE.</p>
<p>4 CONSULTANT'S PERSONNEL</p>	
<p>4.1 Description of Personnel</p>	<p>The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.</p>
<p>4.2 Removal and/or Replacement of Personnel</p>	<ul style="list-style-type: none"> a) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of

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

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

Special Conditions of the Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	(b) TransPeshawar (The Urban Mobility Company) (c) Name of Consultant
1.3	The language is English.
1.4	The addresses are: Procuring Entity: Consultant:
1.5	TransPeshawar (The Urban Mobility Company), 2 nd Floor KPUMA building, near main BRT depot, Chamkani Peshawar
1.6	The joint venture/consortium/association of firms/companies.
1.7	The Authorized Representatives are: For the PE: For the Consultant:
2.2	The contract will commence from Effective Date.
2.3	The Consultant shall perform the Services from commencement and continuing till final closure of the Services.
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.
5.2	The Consultant shall be provided with full cooperation by the PE including dedicated staff from finance department of the PE for provision/availability of relevant record.
6.1	The performance security shall be payable in PKR to the amount of 10% of the Contract Price in shape of Bank Guarantee on Form of Bank Guarantee attached as Appendix- or CDR/DD in the name of CEO TransPeshawar.
6.3	The amount in Pak Rupees
6.5	The accounts are:
8.2	Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.