

# **BIDDING DOCUMENT**

**for**

# **Supply and Delivery of ZU Fare Cards for Peshawar BRT**

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

**Issued on:** April 22, 2025

**Ref. No.:** TPC/OPS/G/ZUCARDS/OCB/2024-25/010

**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

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| <b>1. Scope of Bid</b>         | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (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.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form and delivered against receipt;</li> <li>(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</li> <li>(c) “day” means calendar day.</li> </ul>  |
| <b>2. Source of Funds</b>      | <p>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.</p>  |
| <b>3. Fraud and Corruption</b> | <p>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:</p> <ul style="list-style-type: none"> <li>(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> </ul> <p>3.2 The Purchase will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent,</p> |



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

- 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 the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses 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, 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 firm 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 two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.

- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
  - (b) an affidavit, on notarized stamp paper, stating that a bid security amounting to 2 percent of bid price without indicating the figure in the letter, has been placed in the Price Bid;
  - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
  - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (i) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) Bid Security in accordance with ITB 21;
  - (d) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 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 Price 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 Price Bid Submission Sheet shall be the total price of the Bid. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 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 disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
    - (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
    - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the total price for the item.
  - (b) for Goods offered from outside the Purchaser's country:
    - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
    - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
    - (iii) the total price for the item.
  - (c) for Related Services whenever such are specified in the Schedule of Supply:
    - (i) the local currency cost component of each item comprising the Related Services; and

- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

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 in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive 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. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.

## **15. Currencies of Bid**

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

## **16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

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| <b>17. Documents Establishing the Eligibility of Goods and Related Services</b>                            | 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 Form included in Section 4 (Bidding Forms).  |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b> | 18.1 | To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).  |
|  | 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 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). |
| <b>19. Documents Establishing the Qualifications of the Bidder</b>   | 19.1 | To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).   |
|  | 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.  |
|  | 19.3 | If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.  |
| <b>20. Period of Validity of Bids</b>  | 20.1 | Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. 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. In the case of a bid security, the form, 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, if one is required in accordance with ITB 21.1, 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 47.
- 21.4 If a bid security is specified pursuant to ITB 21.1, 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 as specified by the Bidder on the Technical 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 46;
    - (ii) furnish a performance security in accordance with ITB 47; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.6 If a bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". 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 Technical 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. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 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 may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. 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 to ITB 23.6.
  - (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; and
  - (c) bear the specific identification of this bidding process indicated in the **BDS**.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 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.
- 23.6 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 Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's

designated representatives and anyone who choose 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 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 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 and recorded at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security, if required; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected

at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, 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 shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Purchaser may consider appropriate.
- Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.
- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

## E. Evaluation and Comparison of Bids

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| <b>28. Confidentiality</b>                         | <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 postqualification 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 Technical 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>   |
| <b>29. Clarification of Bids</b>                   | <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 Price Bids, in accordance with ITB 36.</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> |
| <b>30. Deviations, Reservations, and Omissions</b> | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>   |
| <b>31. Examination of Technical Bids</b>           | <p>31.1 The Purchaser shall examine the Technical 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 Technical Bid. If any of these documents or information is missing, the offer shall be rejected:</p> <ul style="list-style-type: none"> <li>(a) Technical Bid Submission Sheet in accordance with ITB 12.1;</li> </ul>  |

- (b) written confirmation of authorization to commit the Bidder;
  - (c) affidavit of bid security, if applicable; and
  - (d) Manufacturer's Authorization, if applicable.
  - (e) All other documents submitted in Technical Bid under ITB 11.2;
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the Evaluation Criteria and Qualification stipulated under Section 3 "Evaluation and Qualification Criteria" and otherwise meets 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 Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical 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 Technical 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 Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during

evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

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| <b>34. Qualification of the Bidder</b>       | <p>34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>34.2 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.</p> <p>34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.</p> |
| <b>35. Examination of Price Bids</b>         | <p>35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.</p> <p>35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:</p> <ul style="list-style-type: none"> <li>(a) Price Bid Submission Sheet in accordance with ITB 12.1;</li> <li>(b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15; and</li> <li>(c) Bid Security.</li> </ul>   |
| <b>36. Correction of Arithmetical Errors</b> | <p>36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is</li> </ul>  |

related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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|  | 36.2 | 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, or its Bid-Securing Declaration executed.  |
| <b>37. Conversion to Single Currency</b>           | 37.1 | For evaluation and comparison of Price 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.   |
| <b>38. Domestic Preference</b>                     | 38.1 | Unless otherwise specified in the BDS, domestic preference shall not apply.   |
| <b>39. Evaluation and Comparison of Price Bids</b> | 39.1 | The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.   |
|  | 39.2 | To evaluate a Price Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> <li>(a) the bid price as quoted in accordance with ITB 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</li> <li>(c) assessment whether the bid is abnormally low in accordance with ITB 41.</li> </ul>                                   |
|  | 39.3 | If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria). |
|  | 39.4 | The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.   |



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| <b>40. Abnormally Low Bids</b>  | <p>40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.</p> <p>40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:</p> <ul style="list-style-type: none"> <li>(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;</li> <li>(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and</li> <li>(c) decide whether to accept or reject the bid</li> </ul> <p>40.3 With regard to ITB 40.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.</p> <p>40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:</p> <ul style="list-style-type: none"> <li>(d) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;</li> <li>(e) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or</li> <li>(f) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required</li> </ul> |
| <b>41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | <p>41.1 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.</p>  |
| <b>42. Publication of Evaluation Report</b>                                   | <p>42.1 The results of bid evaluation will be published in accordance with Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.</p>   |

## F. Award of Contract

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| <b>43. Award Criteria</b>  | <p>43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.</p> <p>43.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.</p>  |
| <b>44. Purchaser's Right to Vary Quantities at Time of Award</b> | <p>44.1 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.</p>  |
| <b>45. Notification of Award</b>                                 | <p>45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, 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.</p> <p>45.2 Unless standstill period applies, upon notification of award unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> <p>45.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:</p> <ul style="list-style-type: none"> <li>(a) name of each Bidder who submitted a Bid;</li> <li>(b) bid prices as read out at bid opening;</li> <li>(c) name and evaluated prices of each Bid that was evaluated;</li> <li>(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and</li> <li>(e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</li> </ul> |

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| <b>46. Signing of Contract</b>        | <p>46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.</p> <p>46.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>  |
| <b>47. Performance Security</b>       | <p>47.1 Within 28 days, or as specified in BDS, of the receipt of notification of award/Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.</p> <p>47.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. 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.</p> |
| <b>48. Bidding-Related Complaints</b> | <p>48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.</p>   |

## Section 2: Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: <b>TPC/OPS/G/ZUCARDS/OCB/2024-25/010</b>
<b>ITB 1.1</b>	The Purchaser is: TransPeshawar (The Urban Mobility Company)
<b>ITB 1.1</b>	The name of the open competitive bidding (OCB) is: <b>Supply and Delivery of ZU Fare Cards for Peshawar BRT</b> The identification number of the OCB is: <b>TPC/OPS/G/ZUCARDS/OCB/2024-25/010</b>
<b>ITB 4.1</b>	The bidder shall be a Company or Association of Person (AOP) registered with Security and Exchange Commission of Pakistan (SECP) or Registrar of Firms respectively.
<b>ITB 4.6</b>	The Bidder must be/shall have: <ul style="list-style-type: none"> <li>i. an existence/incorporation of at least five (05) years (Mandatory for all partners in case of JV);</li> <li>ii. Registered with FBR for income and sales tax and reflected on Active Taxpayer List (ATL) (Mandatory for all partners in case of JV);</li> <li>iii. 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 (Mandatory for all partners in case of JV);</li> <li>iv. Prior experience in handling, distributing, and supplying IT based solutions involving smart cards, or NFC technology, or related similar electronic payment solutions. (at least one ongoing or completed contract to the amount of PKR. 250 million or above).</li> <li>v. Average Annual Business Turnover to the amount of PKR. 250 million and a positive Net Worth in last three years (2022, 2023, 2024) demonstrated by the audited financial statements.</li> </ul>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Purchaser's address is: Attention: Chief Executive Officer (CEO) TransPeshawar. Street address: TransPeshawar Office, 1 <sup>st</sup> Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan Telephone: 091-2621393-94 E-mail: Attention: <a href="mailto:ceo@transpeshawar.pk">ceo@transpeshawar.pk</a> Cc to: <a href="mailto:charbagh@hotmail.com">charbagh@hotmail.com</a> ; <a href="mailto:khalil.ahmed@transpeshawar.pk">khalil.ahmed@transpeshawar.pk</a>

	<p>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.</p> <p>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 without indicating the identity of the bidder.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place.</p> <p>Date: April 29, 2025</p> <p>Time: 11:30 AM PST</p> <p>Place: Mian Board Room, TransPeshawar Office, 1<sup>st</sup> Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan</p>
<b>ITB 7.5</b>	Minutes of pre-bid meeting will hoisted on website of the Purchaser and sent to all Bidders who have attended pre-bid meeting.
<b>ITB 8.2</b>	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 Bidding Document, it will be hoisted on website of TransPeshawar or KPPRA or both and notified to Bidders attended Pre-Bid meeting. In case of substantial changes, the addendum will be disseminated in a manner the original advertisement/publication for procurement opportunity was made.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<b>The language of the Bid is:</b> English
<b>ITB 11.2 (i)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ul style="list-style-type: none"> <li>i. The documents as indicated under Clause 1.1 “Technical Evaluation Criteria” Section-3-Evaluation and Qualification Criteria.</li> <li>ii. Affidavit of Integrity Pact on the format as provided under Section 4, Bidding Forms.</li> </ul>
<b>ITB 11.3 (d)</b>	The Bidder shall submit with its Price Bid the following additional documents: Not applicable.
<b>ITB 12.2</b>	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.
<b>ITB 13.1</b>	Alternative Bids shall not be permitted.
<b>ITB 14.5</b>	The Incoterms edition is: <u>2020</u>

<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: DDP (TransPeshawar officer Peshawar Pakistan)
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: <u>Not Applicable</u>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall not be adjustable.
<b>ITB 14.8</b>	Prices quoted shall correspond to 100 % of the items specified in Schedule of Supply.  Prices quoted for each item shall correspond to 100 % of the specified quantities for respective item.
<b>ITB 19.2</b>	The Bidder is not required to submit a Manufacturer's Authorization.
<b>ITB 19.3</b>	Not applicable.
<b>ITB 20.1</b>	The bid validity period shall be 150 days.
<b>ITB 21.1</b>	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 " <b>Chief Executive Officer (CEO) TransPeshawar</b> ". The bid security shall be deposited from the account of the Bidder.  Original bid security shall be submitted in Price Bid. Additionally, the Bidder shall submit an Affidavit in Technical Bid stating that 2% bid security has been placed in Price Bid, without indicating the amount. Absence of an affidavit in Technical Bid shall lead to rejection of Bid.
<b>ITB 21.4</b>	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.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: One number of copies in hard and one copy in soft.
<b>ITB 22.2</b>	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)
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization within 03 days.

<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Electronic bidding is not allowed.
<b>ITB 23.1 (b)</b>	<b>Electronic bidding submission procedures shall be:</b> Not applicable
<b>ITB 23.2 (c)</b>	The identification of this bidding process is: <b>Supply and Delivery of ZU Fare Cards for Peshawar BRT</b> Ref. No. <b>TPC/OPS/G/ZUCARDS/OCB/2024-25/010</b>
<b>ITB 24.1</b>	For <b><u>bid submission purposes</u></b> only, the Purchaser's address is:  Attention: <u>Chief Executive Officer (CEO), TransPeshawar</u>  Street address: Reception Desk TransPeshawar Office, 1 <sup>st</sup> Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan  Telephone: 091-2621393-94
<b>ITB 24.1</b>	<b>The deadline for bid submission is:</b>  Date: May 08, 2025  Time: 11:30 AM PST
<b>ITB 27.1</b>	<b>The technical bid opening shall take place at:</b>  Address: Main Conference Room TransPeshawar Office, 1 <sup>st</sup> Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan  Telephone: 091-2621393-94  Date: May 08, 2025  Time: 11:45 AM PST
<b>ITB 27.1</b>	The electronic bid opening procedure shall be as follows: Not applicable
<b>ITB 27.6</b>	The Technical Bid Submission Sheet shall be initiated by members of procurement committee of the Purchaser.
<b>ITB 27.11</b>	The Price Bid Submission Sheet and Price Schedules shall be initiated by members of procurement committee of the Purchaser.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.2</b>	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
<b>ITB 37.1</b>	Not applicable
<b>ITB 38.1</b>	Not applicable

<b>F. Award of Contract</b>	
<b>ITB 44.1</b>	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>
<b>ITB 48.1</b>	Bidding related complaints will be addressed in accordance with KPPRA Act, 2012.



## Section 3: Evaluation and Qualification Criteria

### Table of Criteria

<b>1. Evaluation Criteria .....</b>	<b>Error! Bookmark not defined.-2</b>
<b>1.1 Technical Evaluation Criteria.....</b>	<b>3-2</b>
<b>1.2 Evaluation of Price Bid.....</b>	<b>3.3</b>
<b>2. Qualification Criteria .....</b>	<b>Error! Bookmark not defined.-4</b>

# 1. Evaluation Criteria

Total Technical Score is 100 marks. Minimum seventy-five (75) marks in total and 40 Marks in “Compliance with Technical Specification” (100% compliance) are mandatory for the bid to be technically qualified. Technically qualified bid meeting Qualification Criteria will be declared as substantially responsive bid and will be eligible for opening of price bid and consideration of financial offer.

Technical Marks will be assigned as per criteria provided in the table below. Substantially responsive bid with lowest evaluated bid price will be considered for award of contract.

## 1.1 Technical Evaluation Criteria

S#	Criteria	Max. Marks	Documents Submission Requirement with Technical Bid
1.	<b>Compliance with Technical Specification</b>	<b>40 Marks</b>	
	<ul style="list-style-type: none"> <li>i. 100% compliance with provided technical specifications (securing maximum marks) is mandatory. Any deviation from given technical criteria/specifications shall lead to rejection/disqualification of bid.</li> <li>ii. The bidder required to provide one-to-one correspondence with given technical specification and test/inspection reports stipulated under <b>(Section-6 Schedule of Supply)</b> including but not limited to ISO standards (ISO 14443, ISO 14443-2, ISO 14443-3, ISO 14443-4, ISO 7816, ISO 10373-1), type, model, fundamental material, geomaterial features, card flatness, chip location, coil size, response frequency, mechanical properties, performance, service life of card, reliability of card performance, card pattern, secure encryption, advanced data protection, prevention of unauthorized access and compatibility with existing BRT fare collection systems (Mandatory).</li> </ul>		<ul style="list-style-type: none"> <li>i. Documentary evidence in the form of literature, drawings or data,</li> <li>ii. Detailed item-by-item description of the essential technical and performance characteristics of Card, demonstrating compliance with given specifications <b>(Section-6 Schedule of Supply)</b>.</li> <li>iii. Proof for compliance with the required standards/tests.</li> <li>iv. a sample/prototype of card</li> </ul>
2.	<b>Confidentiality, Data Security, and Compliance</b> (The bidder shall demonstrate on the following)	<b>20 Marks</b>	

	<ul style="list-style-type: none"> <li>i. Adherence to national and international data security regulations, including PCI-DSS (Payment Card Industry- Data Security Standards) compliance (5 Marks)</li> <li>ii. Strong confidentiality protocols to prevent unauthorized duplication or misuse of cards (5 Marks)</li> <li>iii. Secure data storage, encryption mechanisms, and user privacy protection (5 Marks)</li> <li>iv. Compliance with cybersecurity, and personal and financial data handling and management regulation (5 Marks)</li> </ul>		a comprehensive data security, confidentiality, and other relevant plans/ reports.
<b>3.</b>	<b>Delivery, Replacement, and Support Services</b>	<b>(10 Marks)</b>	
	<ul style="list-style-type: none"> <li>i. Demonstrate on Robust after-sales support, including defective card replacement and technical assistance (5 Marks)</li> <li>ii. Supply chain security and contingency measures to prevent disruptions and supply in accordance with schedule of supply (5 Marks)</li> </ul>		A supply chain reliability plan and other relevant reports.
<b>4.</b>	<b>Financial Soundness (Average Annual Business Turnover)</b>	<b>(20 Marks)</b>	
	PKR. 350 (10 marks) PKR. 350-500 million (15 marks) 501-750 million (20 marks)		Audited Financial Reports of relevant years.
<b>5.</b>	<b>Bidder's Experience and Past Performance</b>	<b>(10 Marks)</b>	
	Experience in handling, distributing, and supplying IT based solutions involving smart cards, or NFC technology, or related similar electronic payment solutions (At least one contract ongoing/completed to the amount PKR. 250 million or more) (10 Marks)		Credible record substantiating the experience.

Note: Prototype testing, stress testing is a part of technical evaluation. The marks will be allocated after undertaking these tests, where required.

## 1.2 Evaluation of Price Bid

Financial Evaluation of only substantially responsive bidder will be conducted. The quoted prices will be evaluated in accordance with ITB 39.

## 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

The bidder shall be a Company or an AOP registered with Security and Exchange Commission of Pakistan (SECP) or registrar of firms, as the case may be. The company/firm shall have an existence of five (05) years or more.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	<b>FORM ELI-1</b> in attachment with Certificate of Registration with SECP or registration certificate from Registrar of Firms
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#### 2.1.2 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	<b>FORM ELI-1</b> in attachment with a certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status.
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#### 2.1.3 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	<b>FORM ELI-1</b> in attachment with an affidavit on stamp paper and duly notarized to the effect.
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## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The bidder must have prior experience in handling, distributing, and supplying IT based solutions involving smart cards, or NFC technology, or related similar electronic payment solutions. (at least one ongoing or completed contract to the amount of PKR. 250 million or above).	must meet requirement	must meet requirement	Not Applicable	must meet requirement	<b>FORM EXP-1</b> in attachments with <ul style="list-style-type: none"> <li>i. Letter of Award/Acceptance or contract agreement, purchase order or any other credible evidence showing experience; and</li> <li>ii. Successful completion or anticipated completion certificate.</li> </ul>

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last 03 years (2022, 2023, 2024) to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

### 2.3.2 Size of Operation (Average Annual Business Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of PKR 250 million demonstrated from submitted audited financial statements	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2 Along with attachments

# Section 4: Bidding Forms

## Table of Forms

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Form FIN - 2: Size of Operation (Average Annual Business Turnover) .....	4-14

## Technical Bid Submission Sheet

**-- Note --**

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

Date: \_\_\_\_\_  
Ref No.: TPC/OPS/G/ZUCARDS/OCB/2024-25/010

To

Chief Executive Officer (CEO), TransPeshawar,  
TransPeshawar Office, 1<sup>st</sup> 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 Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
**“Supply and Delivery of ZU Fare Cards for Peshawar BRT”**
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 150 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from Pakistan in accordance with ITB 4.2.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) 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 4.4, other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser, any federal or provincial public entity of Pakistan.
- (i) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been charged or convicted of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
- (k) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission.



- (l) 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, in accordance with relevant law.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

(Note: in case of joint venture signed and stamped by all partner to the joint venture)

## Price Bid Submission Sheet

### -- Note --

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

Date: \_\_\_\_\_  
Ref No.: TPC/OPS/G/ZUCARDS/OCB/2024-25/010

To

Chief Executive Officer (CEO), TransPeshawar,  
TransPeshawar Office, 1<sup>st</sup> 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 Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
**“Supply and Delivery of ZU Fare Cards for Peshawar BRT”**
- (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 150 days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award/letter of acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

(Note: in case of joint venture signed and stamped by all partner to the joint venture)

## Price Schedule for Goods and Related Services

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

S#	Item Description	Quoted Brand & Model	Country of Origin of Goods	Unit.	Qty.	Unit Price (DDP) (PKR) (Inclusive of Taxes)	Total Price (DDP) (PKR) (Inclusive of Taxes)
1.				No	1,000,000		
	<b>Total Amount</b>						

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

(Note: in case of joint venture signed and stamped by all partner to the joint venture)

### Affidavit of Integrity Pact

**(To be submitted on stamp paper of PKR.100 or above and duly notarized)**

\_\_\_\_\_ [Name of Bidder] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Procuring Entity/Government of Khyber Pakhtunkhwa (hereinafter called GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt and fraudulent business practice.

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

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

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

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

Name of Authorized Representative .....

Designation .....

Sign of Authorized Representative .....

Name of Bidder with Seal .....

Date

### Authorization/Power of Attorney

(To be submitted on stamp paper of PKR.100 or above and duly notarized)

**(Incomplete/partially filled authorization/Power of Attorney or person authorizing signatory  
being incompetent shall be treated as deficient)**

I, [Name of person authorizing the signatory of proposal], hereby depose and state that:

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

I am the *(duly elected Corporate Secretary or equivalent officer)* of [name of Bidder], a corporation organized and existing under and by virtue of the laws of Pakistan;

At a regular/special meeting of the Board of Directors of the Bidder, 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 an AOP, replace this paragraph as "We dispose of that"]*:

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

Position .....

Sign of person authorizing signatory .....

Name of Bidder with Seal .....

Date: .....

(In case of an AOP sign and stamped by all parters)

## **Bidder's Qualification**

To establish its 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**

<b>Bidder's Information</b>	
<b>Full legal Name</b>	
<b>Registered Address</b>	
<b>Type of organization</b>	
<b>Resident of or Country of Constitution/ Incorporation/Registration</b>	
<b>Year of Constitution/Incorporation/ Registration</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. Certificate of registration/incorporation with Security and Exchange Commission of Pakistan of the Company or firm named above;</li> <li>2. Authorization/Power of Attorney (on stamp paper and duly notarized) to represent the company or firm named above, on Form provided in Section IV (Bidding Forms)</li> <li>3. A Certificate of Registration with FBR for income and sales tax and Active Tax Payer List (ATL) showing such status;</li> <li>4. An affidavit on stamp paper and 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.</li> </ol>	



**Form ELI - 2: Joint Venture Information Sheet**

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

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Attached are copies of the following documents:</b> <ol style="list-style-type: none"> <li>1. Certificate of registration/incorporation with Security and Exchange Commission of Pakistan of the Company or firm named above;</li> <li>2. Authorization/Power of Attorney (on stamp paper and duly notarized) to represent the company or firm named above, on Form provided in Section IV (Bidding Forms)</li> <li>3. A Certificate of Registration with FBR for income and sales tax and Active Tax Payer List (ATL) showing such status;</li> <li>4. An affidavit on stamp paper and 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.</li> <li>5. Submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.</li> </ol>	

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	PKR.	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criteria 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		
Attached are copies of the following documents: 1. Letter of Award/Acceptance or contract agreement, purchase order or any other credible evidence showing experience; 2. Successful completion or anticipated completion certificate.		

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous 03 Years [PKR]		
Year 1: 2022	Year 2: 2023	Year 3: 2024

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

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

**Form FIN - 2: Size of Operation (Average Annual Business Turnover)**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Business Turnover Data for the Last 03 Years (2022, 2023, 2024)</b>		
<b>Year</b>	<b>Amount Currency</b>	<b>PKR</b>

<b>Average Annual Business Turnover</b>	
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## **Section 5: Eligible Countries**

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

# Section 6: Schedule of Supply

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2. Delivery and Completion Schedule .....	6-3
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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.	ZU Fare Cards	ZU Fare Cards	No.	1,000,000
2.	Supply, Delivery, testing, and commissioning	Supply, Delivery, testing, and commissioning	Job	1,000,000

## 2. Delivery and Completion Schedule

The delivery period shall start as of signing of contract.

Item No.	Description of Goods or Related Services	No. of Zu Cards	Delivery Schedule (Duration) The Goods shall be Delivered Duty Paid (DDP)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1.	Supply, Delivery Testing and Commissioning of ZU Fare Cards (Batch 1)	250,000	Within 30 days of signing of contract.	TransPeshawar office, 1 <sup>st</sup> Floor KPUMA Building, Peshawar	30 days of signing of contract.
2	Supply, Delivery Testing and Commissioning of ZU Fare Cards (Batch 2)	250,000	In year 2 of signing of contract.	TransPeshawar office, 1 <sup>st</sup> Floor KPUMA Building, Peshawar	In year 2 of signing of contract.
3	Supply, Delivery Testing and Commissioning of ZU Fare Cards (Batch 3)	250,000	In year 3 of signing of contract.	TransPeshawar office, 1 <sup>st</sup> Floor KPUMA Building, Peshawar	In year 3 of signing of contract.
4	Supply, Delivery Testing and Commissioning of ZU Fare Cards (Batch 3)	250,000	In year 4 of signing of contract.	TransPeshawar office, 1 <sup>st</sup> Floor KPUMA Building, Peshawar	In year 4 of signing of contract.



### **3. Technical Specifications**

(attached as a separate file below)

## **4. Drawings**

(attached as a separate file below)

FUDAN MICROELECTRONICS



复旦微电子

Smart Card

**FM1208**

Product Specifications

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January 2019

上海复旦微电子股份有限公司  
SHANGHAI FUDAN MICROELECTRONICS CO., LTD.

FM1208 smart card

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## Technical Specifications

### 1. Introduction

The Specifications is specially prepared for non-contact Smart Card. The card size conforms to definitions in fundamental standards ISO 7810 and ISO 14443 Type A, and the model is FM1208.

### 2. Fundamental Material

PVC plastic material is used, and the material must be simply recoverable with minimum impact on the environment during incineration.

### 3. Geometrical Features of the Card

The card size defined in the Specifications conforms to ISO 7810.

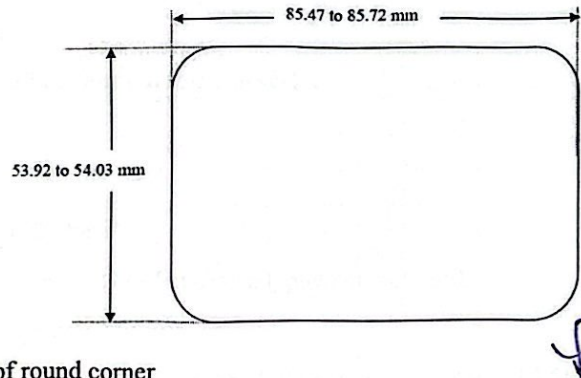
### 4. Geometry Size of the Card

#### 4.1 Introduction

This section defines geometry size of the card.

#### 4.2 Geometry size

- Width: 85.47 to 85.72 mm
- Height: 53.92 to 54.03 mm
- Thickness: 0.82 to 0.84 mm



#### 4.3 Definition of round corner

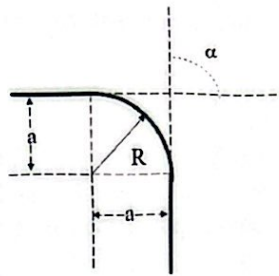
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#### Definition of Round Corner

-  $a = 2.88$  to  $3.48$  mm

-  $R = 3.20 \pm 0.2$  mm

-  $\alpha = 90^\circ \pm 1^\circ$

#### 4.4 Defect

Edge burrs shall not protrude over the card surface by 0.08mm under normal circumstances.

#### 4.5 Card flatness

The distance measured from an arbitrary point on the card to the plane constituted by arbitrarily three angles shall not be more than 1.5mm.

The distance measured from a point on a relatively small plane to the straight line between two adjacent angles shall not be more than 1mm.

#### 4.6 Chip location

Chip location shall conform to ISO 14443-1.

#### 4.7 Coil size

Coil size is shown below:

- Active size:  $> 11200\text{mm}^2$

- Mean effective size:  $> 2778.5\text{mm}^2$  to a typical 4-cycle coil

#### 4.8 Response frequency

Response frequency must be within the following range: 14.0 to 16.5MHz.

### 5. Mechanical Properties

#### 5.1 Bending & deformation

The card shall be resistant to static and dynamic bending & deformation. Such tests must be conducted as per ISO 10373-1.

The card is capable of normal working after the tests.

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The chip, the antenna as well as the connection between them shall guarantee resistance to any faults.

#### 5.2 Vertical deformation

This test is defined in ISO 10373-1 (in vertical direction). A circular definition of the test is 1,500 times of twisting. The chip, the antenna as well as the connection between them shall guarantee resistance to any faults.

#### 5.3 Compression deformation

This test conforms to ISO 10373-1. However, special tension is applied on the position near the chip to simulate the actual usage.

The test is conducted in four directions and needs 1,000 times of bending.

The chip, the antenna as well as the connection between them shall guarantee resistance to any faults.

#### 5.4 Layering resistance

The chip shall not be layered during its service life.

#### 5.5 Thermal printing

The card shall be resistant to thermal printing: free from relevant faults during heating. The chip, the antenna as well as the connection between them shall guarantee resistance to any faults.

### 6. Performance

#### 6.1 Working range

In accordance with ISO 14443-2, the working range of the card is  $\geq 1.5\text{A/m} \sim 7.5\text{A/m}$ . For the system, it is better if the min. working range is  $>0.7\text{A/m}$ .

#### 6.2 Load modulation

Load modulation measurement shall be carried out as per ISO 10373-6.

When measurement is carried out by the test method, backtracking modulation must be  $U_{\min}(H) \geq 30/H1$ , 2 mV, and H refers to (rms) value of magnetic field intensity (unit: A/m).

#### 6.3 Working distance

The working distance is 0~10cm (from the antenna to the card). this distance must be obtained from any non-contact card reader. When the distance is 10cm, the card must work normally.

#### 6.4 Memory capacity available for the user

Available memory capacity for card application data depends on the card being tested.

#### 6.5 Communication features

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Communication conforms to ISO 14443-2,ISO 14443-3,ISO 14443-4.

#### 6.6 Read-in durability

The min. read-in frequency must be more than 250,000 times for each block.

#### 6.7 Functions

The card is 5-10cm above the special card reader antenna, and the card reader remains opened within 60min. After the card is removed from the antenna area, the test is conducted again, and the card still can work normally after that, without loss of any data saved in EEPROM.

#### 6.8 Security features

The card is provided with an unique serial number during issuance.

#### 6.9 Issuance of the card

Characteristic coding shall be carried out for issuance by the manufacturer, and the code shall be provided for the manufacturer in written form in advance.

#### 6.10 Data retention

Data retention shall be more than 10 years.

#### 7. Service Life of the Card

- The functional service life must be more than 5 years;
- The service life of the printing pattern must be more than 3 years;
- The storage life must be more than 10 years.

The manufacturer shall provide the test method to ensure that the service life meets the requirements.

#### 8. Reliability of Card Performance

The false rejection rate must be lower than 0.1%.

#### 9. Card Pattern

The pattern shall meet the owner's requirements on any printing type. One surface of the card must be printed with a serial number, and laser engraving method must be adopted for printing.

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### Instructions for Passengers

- ▶ This card must remain in the possession of the passenger and be produced on demand by staff.
- ▶ Safety of card is the responsibility of passenger.
- ▶ Tap the card at entry and exit else maximum fare will be deducted.
- ▶ For Code of Conduct or queries visit [www.transpeshawar.pk](http://www.transpeshawar.pk) or Call 111-477-477.

### مسافروں کے لیے ہدایات

- ▶ مسافر یہ کارڈ ہمہ وقت ساتھ میں رکھیں اور اس کے مطابق پیشکش کریں۔
- ▶ کارڈ کی حفاظت مسافر کی ذمہ داری ہے۔
- ▶ ہر سفر پر داخلے اور خارجے وقت کارڈ ٹپ کریں ورنہ مکمل سفر کا کرایہ کٹ لیا جائے گا۔
- ▶ شہر اور علاقے کی اطلاعات کے لیے وزٹ کیجیے [www.transpeshawar.pk](http://www.transpeshawar.pk) یا 111-477-477 پر کال کریں۔



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# 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) "Term of Contract" means the total period of the Contract as specified in the Special Conditions of Contract (SCC) or any extension thereof in accordance with the Contract.
- (f) "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.
- (g) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (h) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (i) "GCC" means the General Conditions of Contract.
- (j) "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.
- (k) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (l) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (m) "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.
- (n) "SCC" means the Special Conditions of Contract.
- (o) "Subcontractor" means any natural person, private or government entity or a combination thereof, 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.

- (p) "Supplier" means the natural person, juristic person, private or government entity, or a combination thereof, as defined in SSC, 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.
- (q) "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.
- 3.3 Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - b. "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;
  - c. "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;
  - d. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - e. "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

3.4 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;

3.5 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;

#### **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.

### 5. Language

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.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 6. Joint Venture

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.

### 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. 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.

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.

### 8. Notices

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.

8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### 9. Governing Law

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.

- |   |  |
|---|--|
| <b>10. Settlement of Disputes</b>       | <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 consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.</p>                   |
| <b>11. Scope of Supply</b>              | <p>11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).</p> <p>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.</p>           |
| <b>12. Delivery</b>                     | <p>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.</p>  |
| <b>13. Supplier's Responsibilities</b>  | <p>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.</p>   |
| <b>14. Purchaser's Responsibilities</b> | <p>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.</p> <p>14.2 The Seller shall pay all costs involved in the performance of Purchaser's responsibilities, if any, in accordance with GCC Subclause 14.1.</p> |
| <b>15. Contract Price</b>               | <p>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.</p> <p>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.</p>  |
| <b>16. Terms of Payment</b>             | <p>16.1 The Contract Price shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the</p>  |

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. The amount invoiced by the supplier and payments to the Supplier shall be in accordance with the applicable tax laws of Pakistan.

**18. Performance Security**

18.1 The Supplier shall, within Twenty Eight (28) days of the notification of Contract award, 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 and/or liquidated damages 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 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 Performance security and or the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC 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 but at the risk and cost of the supplier.

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 except as otherwise provided in SCC. 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 replenish the Performance Guarantee in accordance with the provisions of the Contract or to perform any other obligation under the Contract.
  - (iii) If the performance security is fully forfeited
  - (iv) 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.

<b>GCC 1.1(e)</b>	The Term of Contract is: Five (05) year from date of signature by both parties.
<b>GCC 1.1(j)</b>	The Purchaser's country is: Pakistan
<b>GCC 1.1(k)</b>	The Purchaser is: TransPeshawar (The Urban Mobility Company)
<b>GCC 1.1(o)</b>	The Supplier is: (Name of successful bidder)
<b>GCC 1.1 (q)</b>	The Site is: TransPeshawar Office, 1 <sup>st</sup> Floor KPUMA Building Peshawar, Pakistan
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: 2020
<b>GCC 5.1</b>	The language shall be: English  The language for translation of supporting documents and printed literature is: English
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be:  Purchaser:  Attention: Chief Executive Officer (CEO), TransPeshawar  TransPeshawar (The Urban Mobility Company) Office KPUMA Building, First (1 <sup>st</sup> ) Floor, Main BRT Depot, GT Road, Chamkani Peshawar  Telephone: <b>+92 91 2621393</b>  E-mail: <a href="mailto:ceo@transpeshawar.pk">ceo@transpeshawar.pk</a>  Supplier:
<b>GCC 9.1</b>	The governing law shall be: The Contract shall be interpreted in and governed by the laws of the Islamic Republic of Pakistan and the province of Khyber Pakhtunkhwa.
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be:  1. If the Parties are unable to resolve the dispute pursuant to clause 10.2 of the GCC, either Party shall be entitled to refer the dispute to the Chief Executive Officers of both the parties for its amicable resolution. The Chief Executive Officers of both the parties shall resolve the dispute within twenty-eight (28) days from the date of the request of such a formal resolution by either party or within a mutually agreed timeframe by both



	<p>parties.</p> <ol style="list-style-type: none"> <li>2. In the event that no settlement is reached in accordance with subclause 10.2.1 of the SCC, the matter shall be referred to arbitration under the Arbitration Act, 1940 to be conducted by a single arbitrator appointed with mutual consent of the Parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.</li> <li>3. Notwithstanding clause 10.2.2 of the SCC, the Purchaser retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to Arbitrate disputes under Clause 10.2.2 of the Contract.</li> <li>4. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.</li> </ol>
<b>GCC 11.1</b>	The Scope of Supply shall be defined in: Section 6 (Schedule of Supply)
<b>GCC 12.1</b>	<p>Details of documents to be furnished by the Supplier shall be:</p> <ol style="list-style-type: none"> <li>i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>ii. Delivery note, railway receipt or truck receipt;</li> <li>iii. Manufacturers or Supplier's original warranty certificate;</li> <li>iv. Inspection and operational acceptance certificates, as the case may be, issued by the Purchaser; and</li> <li>v. Certificate of origin.</li> </ol>
<b>GCC 15.2</b>	The price quoted by the Supplier shall remain firm and fixed and not subject to any adjustment during performance of the Contract.
<b>GCC 16.1</b>	<p>Payment of the Contract Price shall be made in the following manner:</p> <ol style="list-style-type: none"> <li>i. No advance payment shall be permissible.</li> <li>ii. Payment shall be made in batches;</li> <li>iii. For each batch, 60% of the batch price upon supply, delivery, inspection and acceptance by the Purchaser of the delivered goods on site in accordance with the contract; and</li> <li>iv. For each batch, 40% of the batch price upon testing, commissioning and ensuring compatibility with the system by the Supplier along with operational acceptance of the delivered goods by the Purchaser.</li> </ol>
<b>GCC 16.4</b>	The currencies for payments shall be: Pak Rupees
<b>GCC 18.1</b>	Within twenty-Eight (28) 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. Notwithstanding any reduction in the contract price for any reason whatsoever, the originally deposited performance security shall remain unaffected and shall continue to be maintained at the initial amount for the entire duration of the contract.

<b>GCC 18.3</b>	<p>The forms of acceptable Performance Security are: The Performance Security shall be in shape of CDR/DD or Bank Guarantee, at the option of supplier, in the name of CEO TransPeshawar from schedule bank of Pakistan.</p> <p>In case of Bank Guarantee, it shall have a term of [one (1) year] and shall be renewed or replaced no later than thirty (30) days before its expiry. Such renewed or replacement of Bank Guarantee shall be delivered to TPC no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. TPC shall return the previously provided Bank Guarantee to the Service provider within ten (10) days of the receipt of the replacement Bank Guarantee.</p> <p>If the Service provider fails to provide TPC with a replacement Bank Guarantee as required under this Agreement, TPC may (without prejudice to its other remedies) immediately liquidate the Bank Guarantee.</p> <p>If the Performance Security is partially liquidated, the Service provider is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Service provider fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of the Agreement and TPC shall be entitled to liquidate the remainder of the Performance Security and terminate the Agreement pursuant to Clause 35 [Termination] of the Agreement.</p> <p>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 Supplier.</p> <p>The Purchaser shall be entitled to liquidate performance security fully or partially if the service provider defaults under the contract.</p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place:</p> <p>50% of the performance security will be released after successful delivery, acceptance, testing and successful commissioning of 50% of Goods (Cards) under the contract. The remaining 50% of the performance security will be released after successful completion of Contract.</p>
<b>GCC 23.2</b>	<p>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.</p>
<b>GCC 24.1</b>	<p>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.</p>
<b>GCC 25.1</b>	<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 the final destination.</p>

<b>GCC 26.2</b>	<p>The Goods to be delivered in batches shall be accompanied with all requisite test reports and standard compliance documents, stipulated in the schedule of supply (section 6). The Goods will be inspected/tested for their conformance with the quoted specifications and/or standards given under schedule of supply at the time of delivery by the purchaser. If the delivered Goods fail to conform to agreed/quoted specifications, it shall be rejected and the Supplier shall replace the rejected goods with those meeting agreed/quoted specification free of cost, within seven (07) days of such intimation.</p> <p>The Supplier shall be responsible for Testing and Commissioning of Goods to the satisfaction of the Purchaser for their compatibility with the system and Purchaser will issue operational acceptance certificate to the effect.</p>
<b>GCC 27.1</b>	The rate of liquidated damages is 0.5% of the contract price per week or a proportional amount thereof, for any partial week of delay.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% of the contract price
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <b>05 years life of Card and 10 years of Storage Life</b>, after successful delivery and acceptance by the Purchaser. Warranty certificate shall be provided by the original equipment manufacturer or the Supplier.</p> <p>The place of final destination shall be: TransPeshawar Office 1<sup>st</sup> Floor KPUMA Building Main BRT Depot, GT Road Peshawar, Pakistan.</p>
<b>GCC 28.5</b>	The Supplier shall remedy any defects covered by the Warranty within three (03) working days of being notified by the Purchaser of the occurrence of such defects during currency of the contract. The Supplier shall submit an undertaking for the remaining storage life of Goods/Cards.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: 100% of contract price

# Section 9: Contract Forms

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[on letterhead of the Purchaser]

## Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Notification of Award 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 Contract Amount of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made at *[insert Location]* 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 or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

The Parties hereby agree that the Agreement shall immediately be binding on them from the date of signing of the Contract Agreement by both the parties for a term of *[insert duration/term of Contract]* years, unless otherwise terminated earlier.

### 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) Technical Bid Submitted by the Supplier
  - (d) Special Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) Schedule of Supply; and
  - (g) Performance Security.

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  
(BANK GUARANTEE)**

**[TO BE ISSUED ON NON-JUDICIAL STAMP 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> 2025 (the “**Guarantee**”)

**Ref:** Letter of Acceptance for <Insert Name of Contract> dated <Insert date> 2025 (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 1<sup>st</sup> Floor, KPUMA Building, Main BRT Depot, G.T Road, Chamkani, Peshawar, KPK. (“**Purchaser**”)

**1. GUARANTEE**

We <Insert name of Bank> Bank (the “**Guarantor**”) have been informed that <Insert name of the Company> (the “**Seller**”) has been awarded the Agreement relating <Insert Name of Contract> (the “**Contract**”).

- 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 Seller 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 the same day of receipt of the Purchaser’s demand for payment stating that the Seller is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

**3 VALIDITY OF GUARANTEE**

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

**4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS**

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

**5 Notices and Demands for Payment**

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



delivery to the contact details of the addressee stated in Schedule 1 (the “**Contact Details**”),

- 5.2 Any notice or demand given or made by the Purchaser or the Guarantor relating to this Guarantee shall be in English.

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

.....

(signed)

.....

Name

**Witnesses:**

**SCHEDULE TO THE PERFORMANCE SECURITY**

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