

Request for Proposal Document

for

**Zu Business Center Facility
Management at Chamkani**

Issued on.: May 10, 2025

Request for Proposal No.: TPC/BD/OCB/ZBCFM/2024-25/010

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

Preface

This Request for Proposal document is prepared by TransPeshawar (The Urban Mobility Company) and will be used for hiring Service Provider for Zu Business Center Facility Management at Chamkani.

Table of Contents - Summary Description

PART I BIDDING PROCEDURES

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

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

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

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

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

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

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

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

PART II REQUIREMENTS

Section 5 - Statement of Requirements (SoR)----- 5-1

This section contains scope of services, area of operation, operation and maintenance obligations to be provided in Zu Business Center (ZBC) facility management.

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6 - General Conditions of Contract (GCC) ----- 6-1

This section contains the general clauses that govern the Contract. These Conditions are subject to the variations and additions set out in Section 7 (Particular Conditions of Contract).

Section 7 - Particular Conditions of Contract (PCC) ----- 7-1

This section contains provisions that are specific to each contract and that modify or supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Section 8 - Contract Forms (COF) ----- 8-1

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

Section 1 - Instructions to Service Providers

This Section specifies the procedures to be followed by Service Providers in the preparation and submission of their Proposals. Information is also provided on the submission, opening, evaluation of Proposals, and on the award of contract.

Table of Contents

A. General	1-3
1. Scope of Proposal.....	1-3
2. Fraud and Corruption.....	1-3
3. Eligible Service Providers	1-4
4. Eligible Materials, Equipment, and Services.....	1-5
B. Contents of Request for Proposal Document	1-5
5. Sections of Request for Proposal Document.....	1-5
6. Clarification of Request for Proposal Document, Site Visit, Pre-Bid Meeting.....	1-6
7. Amendment of Request for Proposal Document	1-7
C. Preparation of Proposals.....	1-7
8. Cost of Bidding.....	1-7
9. Language of Proposal.....	1-7
10. Documents Comprising the Proposal	1-7
11. Letters of Proposal and Schedules	1-8
12. Alternative Proposals	1-8
13. Proposal Prices.....	1-8
14. Currencies of Proposal and Payment.....	1-8
15. Period of Validity of Proposals	1-8
16. Bid Security	1-9
17. Format and Signing of Proposal	1-9
D. Submission and Opening of Proposals	1-10
18. Sealing and Marking of Proposals	1-10
19. Deadline for Submission of Proposals.....	1-10
20. Late Proposals	1-11
21. Withdrawal, Substitution, and Modification of Proposals.....	1-11
22. Proposal Opening	1-11
E. Evaluation and Comparison of Proposals	1-13
23. Confidentiality.....	1-13
24. Clarification of Proposals	1-14

25. Deviations, Reservations, and Omissions	1-14
26. Examination of Technical Proposals	1-14
27. Responsiveness of Technical Proposals	1-14
28. Nonmaterial Nonconformities	1-15
29. Correction of Arithmetical Errors	1-15
30. Evaluation of Financial Proposals	1-16
31. Comparison of Proposals	1-16
32. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals.....	1-16
F. Award of Contract.....	1-16
33. Award Criteria.....	1-16
34. Notification of Award	1-16
35. Signing of Contract.....	1-16
36. Performance Security.....	1-16

Section 1 - Instructions to Service Providers

A. General

1. Scope of Proposal

- 1.1 In connection with the Invitation for Request for Proposal (RFP) as indicated in the **Data Sheet (DS)**, the Procuring Entity, as indicated in the **DS**, issues this Request for Proposal document for the scope of Services as specified in Section 5 (Schedule of Requirements). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the **DS**.
- 1.2 Throughout this Request for Proposal document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.

2. Fraud and Corruption

- 2.1 It is required that Service Providers shall observe the highest standard of ethics during the procurement and execution of contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:
- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating

any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under these rules and

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

3. Eligible Service Providers

- 3.1 A Service Provider may be a natural person or private entity, or any combination thereof with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture as indicated in **DS**. In the case of a Joint Venture,
- (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 3.2 A Service Provider, and all parties constituting the Service Provider, shall have the nationality of Pakistan. A Service Provider shall be deemed to have the nationality of Pakistan if the Service Provider is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan.
- 3.3 A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this proposal; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the proposal of another Service Provider, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - (e) a Service Provider participates in more than one proposal in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITSP 12 of the Request for Proposal Document. This will result in the disqualification of all Proposals in which it is involved; or

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

B. Contents of Request for Proposal Document

- 5. **Sections of Request for Proposal Document**
 - 5.1 The Request for Proposal document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITSP 7.
 - PART I Bidding Procedures**
 - Section 1 - Instructions to Service Providers (ITSP)
 - Section 2 - Data Sheet (DS)
 - Section 3 – Eligibility and Responsiveness Criteria (ERC)
 - Section 4 - Standard Forms (SF)
 - PART II Requirements**
 - Section 5 – Schedule of Requirements (SoR)
 - PART III Conditions of Contract and Contract Forms**
 - Section 6 - General Conditions of Contract (GCC)
 - Section 7 - Particular Conditions of Contract (PCC)
 - Section 8 - Contract Forms (COF)
 - 5.2 The Invitation for RFP issued by the Procuring Entity is not part of the Request for Proposal document.
 - 5.3 The Procuring Entity is not responsible for the completeness of the Request for Proposal document and their addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for RFP.

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

- 7. Amendment of Request for Proposal Document**
- 7.1 At any time prior to the deadline for submission of Proposals, the Procuring Entity may amend the Request for Proposal document by issuing addenda.
- 7.2 Any addendum issued shall be part of the Request for Proposal document and shall be communicated in manner as indicated in **DS**
- 7.3 To give prospective Service Providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITSP 19.2.

C. Preparation of Proposals

- 8. Cost of Bidding**
- 8.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Proposal**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Service Provider and the Procuring Entity, shall be written in the language specified in the **DS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **DS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB 10.2 and other the Financial Proposal containing the documents listed in ITB 10.3, both envelopes enclosed together in an outer single envelope.
- 10.2 The Technical Proposal shall comprise the following:
- (a) Letter of Technical Proposal;
 - (b) an affidavit stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal;
 - (c) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Service Provider, in accordance with ITSP 17.2 on the forms Schedule 6 or Schedule 7 provided under Section 4 (Standard Forms);
 - (d) Schedules and documentary evidence as stipulated in **DS**, establishing the Proposal's responsiveness to perform the contract;
- 10.3 The Financial Proposal shall comprise the following:
- (a) Letter of Financial Proposal;

- (b) completed Schedules, as stipulated in **DS**;
 - (c) Bid Security in accordance with ITSP 16.
- 10.4 In addition to the requirements under ITSP 10.1, Proposals submitted by a Joint Venture shall include, in Technical Proposal, a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Service Provider shall be signed by all partners and submitted with the Technical Proposal, together with a copy of the proposed agreement.
- 11. **Letters of Proposal and Schedules**
 - 11.1 The Letters of Technical Proposal and Financial Proposal, Schedules along with attachments, and all documents listed under Clause 10, shall be prepared using the relevant forms in Section 4 (Standard Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information as required.
- 12. **Alternative Proposals**
 - 12.1 Unless otherwise indicated in the **DS**, alternative Proposals shall not be considered.
- 13. **Proposal Prices**
 - 13.1 The prices quoted by the Service Provider in the Letter of Financial Proposal and in the relevant Schedule (s) shall conform to the requirements specified below.
 - 13.2 The Service Provider shall submit Proposal for complete scope of services as indicated in Section 5 (Schedule of Requirements) on given forms as identified in Section 4 (Standard Forms). Proposals submitted for incomplete scope will be rejected.
 - 13.3 The Price to be quoted in Letter of Financial Proposal shall be the total price of the services. Absence of the total price in the Letter of Financial Proposal may result in the rejection of the Proposal.
 - 13.4 The offered price shall be inclusive of taxes and Service Provider shall be liable for payment of all applicable taxes, duties, and other levies under the Contract as per relevant law.
 - 13.5 The entered prices shall be typewritten or if written by hand, must be in indelible ink. The relevant schedule not presented accordingly may be considered nonresponsive.
- 14. **Currencies of Proposal and Payment**
 - 14.1 The rates shall be quoted by the Service Provider entirely in Pak Rupees.
 - 14.2 The currency of payment of contract price shall entirely be in Pak Rupees.
- 15. **Period of Validity of Proposals**
 - 15.1 Proposals shall remain valid for the period specified in the **DS** after the Proposal submission deadline prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

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

16. Bid Security

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

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

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

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

16.5 The bid security may be forfeited, if

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

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

17. Format and Signing of Proposal

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

17.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Service Provider. This authorization shall consist of a written confirmation as specified in the **DS** and shall be enclosed in Technical Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature,

shall be signed or initialed by the person signing the Proposal. If a Service Provider submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Procuring Entity shall request the Service Provider to submit an acceptable/valid authorization within the number of days as specified in the **DS**. Failure to provide an acceptable/valid authorization within the prescribed period of receiving such a request shall cause the rejection of the Proposal.

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

D. Submission and Opening of Proposals

18. Sealing and Marking of Proposals

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

- (a) Service Providers submitting Proposals by mail or by hand shall enclose the original of the Technical Proposal, the original of the Financial Proposal, and each copy of the Technical Proposal and each copy of the Financial Proposal, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL PROPOSAL," "ORIGINAL - FINANCIAL PROPOSAL," and "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO.... - FINANCIAL PROPOSAL." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITSP 12, alternative Proposals shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITSP 18.2 and ITSP 18.5.
- (b) Service Providers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified in the **DS**.

- 18.2 The inner and outer envelopes shall

- (a) bear the name and address of the Service Provider;
- (b) be addressed to the Procuring Entity as provided in ITSP 19.1; and
- (c) bear the specific identification of this bidding process indicated in ITSP 1.1;

- 18.3 The outer envelopes and the inner envelopes containing the Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Proposal, in accordance with ITSP 22.1.

- 18.4 The inner envelopes containing the Financial Proposal shall bear a warning not to open until advised by the Procuring Entity in accordance with ITSP 22.7

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

19. Deadline for Submission of Proposals

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

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

20. Late Proposals

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

21. Withdrawal, Substitution, and Modification of Proposals

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

(a) prepared and submitted in accordance with ITSP 17 and ITSP 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

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

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

21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of specified period of proposal validity.

22. Proposal Opening

22.1 The Procuring Entity shall open the Technical Proposals in public at the address, on the date and time specified in the **DS** in the presence of Service Providers` designated representatives and anyone who chooses to attend. Any specific electronic proposal opening procedures required if electronic bidding is permitted in accordance with ITSP 18.1, shall be as specified in the **DS**. The Financial Proposals will remain unopened and will be held in custody of the Procuring Entity until the specified time of their opening. If the Technical Proposals and the Financial Proposals are submitted together in one envelope, the Procuring Entity may reject the entire Proposal. Alternatively, the Financial Proposal may be immediately resealed for later evaluation.

- 22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Service Provider. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at proposal opening.
- 22.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Service Providers unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Financial Proposal will remain unopened in accordance with ITSP 22.1. 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 proposal opening.
- 22.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal 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 Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITSP 22.1.
- 22.5 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Service Provider;
 - (b) whether there is a modification or substitution;
 - (c) the presence of an affidavit stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal; and
 - (d) any other details as the Procuring Entity may consider appropriate.
- Only Technical Proposals and alternative Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. Unless otherwise specified in the **DS**, all pages of the Letter of Technical Proposal are to be initialed by at least three representatives of the Procuring Entity/Members of procurement committee attending Proposal opening. No Proposal shall be rejected at the opening of Technical Proposals except for late proposals, in accordance with ITSP 20.1.
- 22.6 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, as a minimum, the name of the Service Provider and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of an affidavit for submission of bid security. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record. A copy of the record

may be distributed to the Service Providers if so requested.

22.7 At the end of the evaluation of the Technical Proposals, the Procuring Entity will invite Service Providers who have submitted substantially responsive Technical Proposals to attend the opening of the Financial Proposal.

22.8 The date, time, and location of the opening of Financial Proposals will be advised in writing by the Procuring Entity. Service Provider shall be given reasonable notice of the opening of Financial Proposals.

22.9 The Service Provider will notify Service Providers in writing who have been rejected on the grounds of their Technical Proposals being substantially nonresponsive to the requirements of the Request for Proposal Document and return their Financial Proposals unopened.

22.10 The Procuring Entity shall conduct the opening of Financial Proposals of all Service Providers who submitted substantially responsive Technical Proposals, in the presence of Service Provider representatives who choose to attend at the address, on the date, and time specified by the Procuring Entity. The Service Provider's representatives who are present shall be requested to sign the attendance.

22.11 All envelopes containing Financial Proposals shall be opened one at a time and the following read out and recorded:

- (a) the name of the Service Provider;
- (b) whether there is a modification or substitution;
- (c) Presence of requisite Bid Security;
- (d) the Proposals Prices; and
- (e) any other details as the Procuring Entity may consider appropriate.

Only Financial Proposals, and alternative offers read out and recorded during the opening of Financial Proposals shall be considered for evaluation. Unless otherwise specified in the **DS**, all pages of the Letter of Financial Proposals are to be initialed by at least three representatives of the Procuring Entity/members of procurement committee attending proposal opening. No Proposal shall be rejected at the opening of Financial Proposals.

22.12 The Service Provider shall prepare a record of the opening of Financial Proposals that shall include, as a minimum, the name of the Service Provider, the Proposal Price, any discounts, and alternative offers. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Proposals

23. Confidentiality

23.1 Information relating to the examination, evaluation, and comparison of Proposals and recommendation of contract award, shall not be

disclosed to Service Providers or any other persons not officially concerned with such process until information on the Contract award is communicated to all Service Providers.

23.2 Any attempt by a Service Provider to influence the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

23.3 Notwithstanding ITSP 23.2, from the time of proposal opening to the time of Contract award, if any wishes to contact the Procuring Entity on any matter related to the bidding process, it may do so in writing.

24. Clarification of Proposals

24.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Procuring Entity may, at its discretion, ask any Service Provider for a clarification of its Proposal. Any clarification submitted by a Service Provider that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or prices in the Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Financial Proposals, in accordance with ITSP 29 or as provided for under relevant rules.

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

25. Deviations, Reservations, and Omissions

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

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

26. Examination of Technical Proposals

26.1 The Procuring Entity shall examine the Technical Proposals to confirm that all documents and technical documentation requested in ITSP 10.2 have been provided, and to determine the completeness of each document submitted.

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

- (a) Letter of Technical Proposal;
- (b) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Service Provider;
- (c) an affidavit stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal; and

- (d) All schedules and supporting documents in accordance with ITSP 10.2 (d).

27. Responsiveness of Technical Proposal

27.1 The Procuring Entity's determination of responsiveness of Technical Proposal is to be based on the contents of the Technical Proposal itself, as defined in ITSP10.

27.2 A substantially responsive Technical Proposal is one that meets the requirements of the Request for Proposal Document including eligibility and Qualification Requirements as stipulated under Section 3 (Eligibility and Responsiveness Criteria) 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 Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Request for Proposal Document, the Procuring Entity's rights or the Service Provider's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.

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

27.4 Substantial responsiveness shall be pre-requisite for opening of Financial Proposal. Financial Proposal of nonresponsive Service Providers will be returned unopened.

28. Nonmaterial Nonconformities

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

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

29. Correction of Arithmetical Errors

29.1 During the evaluation of Financial Proposals, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in

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

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

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

30. Evaluation of Financial Proposals

30.1 The Procuring Entity shall evaluate Financial Proposal of substantially responsive Technical Proposals only. Price adjustment due to correction of arithmetic errors, if any, will be effected in accordance with ITSP 29.

31. Comparison of Proposals

31.1 The Procuring Entity shall compare all substantially responsive Proposals to determine the lowest evaluated Proposal, in accordance with ITSP 30.1.

32. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals

32.1 The Procuring Entity reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Service Providers. In case of annulment, all Proposals submitted and specifically, bid securities, shall be promptly returned to the Service Providers.

F. Award of Contract

33. Award Criteria

33.1 The Procuring Entity shall award the Contract to the Service Provider who is substantially responsive to the requirements of Request for Proposal documents/Eligibility and Responsiveness Criteria and whose financial offer has been determined to be the lowest evaluated financial offer and will be declared as successful Service Provider.

34. Notification of Award

34.1 Prior to the expiration of the period of proposal validity, the Procuring Entity shall transmit the Notification of Award using the form included in Section 8 (Contract Forms) to the successful Service Provider, in writing, that its Proposal has been accepted.

34.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

35. Signing of Contract

35.1 Promptly after notification, the Procuring Entity shall send the successful Service Provider the Contract Agreement.

35.2 Within 28 days of issuance of the Contract Agreement or as indicated in **DS**, the successful Service Provider shall sign, date, and return it to the Procuring Entity.

36. Performance Security

- 35.3 The original proposals submitted by the service providers shall be retained by the Procuring Entity
- 36.1 Within 28 days, or as indicated in **DS**, of the issuance of notification of award from the Procuring Entity, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Procuring Entity.
- 36.2 Failure of the successful Service Provider to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Service Provider whose offer is substantially responsive.

Section 2 - Data Sheet

A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: TPC/BD/OCB/ZBCFM/2024-25/010
ITSP 1.1	The Procuring Entity is: TransPeshawar (The Urban Mobility Company)
ITSP 1.1	The name of the bidding process is: Zu Business Center Facility Management at Chamkani The identification number of the Request for Proposal Document is: TPC/BD/OCB/ZBCFM/2024-25/010
ITSP 3.1	A Service Provider may be a single entity (a sole proprietor having CNIC and Pakistani national), or a firm or a company registered with Registrar of Firms or Security and Exchange Commission of Pakistan) or any combination thereof with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture.

ITSP 3.5	<p>The Service Provider must be/have:</p> <ul style="list-style-type: none"> i. Registered with FBR for income tax and reflected on active taxpayers list (in case of joint venture applicable to all members); ii. Registered with KPRA for sales tax on services (in case of joint venture applicable to all members); iii. A valid registration with PEC for Civil, and/or Electrical and/or Mechanical work (in case of joint venture applicable to lead member); iv. Registered with ESSI with minimum annual deposits/contributions of PKR. 500,000 (in case of joint venture applicable to all members). v. Registered with EOBI with minimum annual deposits/contributions of PKR. 500,000 (in case of joint venture applicable to all members). vi. A minimum net worth for the last year (2024), calculated as the difference between total assets and total liabilities, should be positive (in case of joint venture applicable to all member). vii. Minimum average annual business turnover of PKR. 75 million calculated within last three (03) year (2022, 2023, 2024) from submitted financial statements (in case of joint venture single member individually or all members collectively meet the requirement). viii. Either ongoing or successfully executed, a single contract amounting to PKR 85 million or more within the last five (05) years (since 2020). The contract should pertain to the facility management of commercial or residential buildings including maintenance of electrical and mechanical systems (Lead member or any joint venture partner can meet the requirement) ix. Demonstrate a minimum of three (03) years length of experience in facility management of commercial or residential buildings including maintenance of electrical and/or mechanical systems. This experience can be validated through one or multiple work orders, contract agreements, offer letters, or any other verifiable documentation from the past five (05) years. Contracts covering overlapping periods shall be considered as a single contract for evaluation purposes (Lead member or joint venture members can meet the requirement). x. not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan (In case of joint venture applicable to all members).
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B. Contents of Request for Proposal Document

ITSP 6.1	<p>For <u>clarification purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>E-mail: To: ceo@transpeshawar.pk cc: khalil.ahmed@transpeshawar.pk; alamgir.bangash@transpeshawar.pk</p> <p>Requests for clarification should be received by the Procuring Entity before the date fix for holding Pre-bid meeting.</p> <p>Request for Clarification (s) will be responded via minutes of pre-bid meeting issued by the Procuring Entity.</p>
ITSP 6.4	<p>A Pre-Bid meeting take place.</p> <p>Date: May 15, 2025</p> <p>Time: 11:30 AM (PST)</p> <p>Place: Main Conference Room 1st Floor, KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan.</p> <p>A site visit conducted by the Procuring entity will be organized, if desired by the bidder, on May 15, 2025 at 12:30 PM (PST)</p>
ITSP 6.5	<p>Minutes of pre-bid meeting will be hoisted on website of the Procuring Entity and sent to all Service Providers who attended pre-bid meeting.</p>
ITSP 7.2	<p>The addendum will be hoisted on website of the Procuring Entity or KPPRA or both and may be published in newspapers if the Procuring Entity deems necessary and if the amendments are of substantial nature.</p>

C. Preparation of Proposals

ITSP 9.1	<p>The language of the Proposal is: English</p>
ITSP 10.2 (d)	<p>The Service Providers are required to submit following schedules in Technical Proposal on the formats as provided for in Section 4 (Standard Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 1: Service Provider's/Lead Member's Information Sheet; 2. Schedule 2: Joint Venture Information Sheet (only if the bidder is a joint venture); 3. Schedule 3. Financial Soundness 4. Schedule 4: Contractual Experience 5. Schedule 5. Affidavit of Integrity Pact; 6. Schedule 6. Authorization/Power of Attorney (Firm/Company); 7. Schedule 7. Authorization/Power of Attorney (Joint Venture).

ITSP 10.3 (b)	<p>The Service Providers are required to submit following schedules in Financial Proposal on the formats as provided for in Section 4 (Standard Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 8: Breakup of Proposal Prices; 2. Schedule 9: Schedule for Bid Security if Bid Security is to be submitted in shape of Bank guarantee or to be submitted in shape of CDR in accordance with ITSP 16.1.
ITSP 12.1	Alternative Proposals are not permitted.
ITSP 15.1	The Proposal validity period shall be one hundred eighty (180) days.
ITSP 16.1	<p>Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of 2% of proposal price in shape Bank Guarantee on format as prescribed in Section 4 (Standard Forms) or in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the Service Provider who submits the proposal. The original bid security shall be kept sealed in Financial Proposal. The Service Provider shall in addition, place an affidavit in the Technical Proposal stating that a bid security amounting to 2 percent of the proposal price, without indicating the figure in the letter, has been placed in the Financial Proposal. Otherwise, the Technical Proposal will be considered non-responsive and Financial Proposal will be returned unopened to the Service Provider.</p>
ITSP 16.6	<p>In case of Joint Venture submitting bid security through Bank guarantee, the Bid security must be in the name of all members of Joint Venture. In case of Joint Venture is submitting bid security in the Shape of Call Deposit Receipt, the Bid security may be in the name of any one member of Joint Venture in accordance with ITSP 16.1.</p>
ITSP 17.1	In addition to the original Proposal, the number of copies is: One number of copy of Technical Proposal in hard and one number of copy of Technical Proposal in soft.
ITSP 17.2	<p>The written confirmation of authorization to sign on behalf of the Service Provider shall consist of:</p> <p>The authorization is required if the Service Provider is a firm or company or any combination thereof. If the Service Provider is a sole proprietor or individual, he is not supposed to submit authorization.</p> <p>An authorization shall be provided on the format as given under Section 4 (Standard Forms) specifying the representative's authority to sign the Proposal on behalf of, and to legally bind, the Service Provider. If the Service Provider is an intended or an existing Joint Venture, the authorization/power of attorney shall be signed by all partners individually and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture on the relevant Schedule. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award.</p>
ITSP 17.2	The Service Provider shall submit an acceptable authorization within three (03) working days.

D. Submission and Opening of Proposals

ITSP 18.1 (b)	Service Providers not have the option of submitting their Proposals electronically.
ITSP 19.1	<p>For <u>Proposal submission purposes</u> only, the Procuring Entity's address is: Attention: Chief Executive Officer (CEO), TransPeshawar Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The deadline for Proposal submission is: Date: May 27, 2025 Time: 11:30 AM (PST)</p>
ITSP 22.1	<p>The Technical Proposal opening shall take place at: Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: May 27, 2025 Time: 11:45 AM (PST)</p>

Section 3 – Eligibility and Responsiveness Criteria

Table of Criteria

1. Eligibility and Responsiveness Criteria	3-2
1.1 Nationality	3-2
1.2 Conflict of Interest.....	3-2
1.3 Registration with FBR.....	3-2
1.4 Registration with KPRA	3-2
1.5 Registration with PEC	3-2
1.6 Registration with ESSI.....	3-2
1.7 Registration with EOBI	3-3
1.8 Not Blacklisted	3-3
1.9 Financial Soundness (Historical Financial Performance)	3-4
1.10 Financial Soundness (Average Annual Business Turnover)	3-4
1.11 Contractual Experience	3-4

1. Eligibility and Responsiveness Criteria

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

1.1 Nationality

Pakistani national having CNIC or Firms/Company incorporated/registered in Pakistan with Registrar of Firms or Security and Exchange Commission of Pakistan.	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.2 Conflict of Interest

No conflicts of interest	must meet requirement	not applicable	must meet requirement	not applicable	Letter of Technical Proposal
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1.3 Registration with FBR

Registered with FBR for income tax and reflected on active taxpayer list.	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.4 Registration with KPRA

Registered with KPRA for sales tax on Services.	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.5 Registration with PEC

Valid registration with PEC for Civil, and/or Electrical and/or Mechanical work.	must meet requirement	not applicable	not applicable	must meet requirement	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.6 Registration with ESSI

Registered with ESSI with minimum annual deposits/contributions of PKR. 500,000	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.7 Registration with EOBI

Registered with EOBI with minimum annual deposits/contributions of PKR. 500,000.	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.8 Not Blacklisted

not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.	must meet requirement	not applicable	must meet requirement	not applicable	Schedule 1 (in case of Single Entity or Schedule 1 & Schedule 2 (in case of JV) along with attachments
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1.9 Financial Soundness (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 three (03) years (2020-22) 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	must meet requirement	must meet requirement	not applicable	Schedule 3 with attachments

1.10 Financial Soundness (Average Annual Business Turnover)

Minimum average annual business turnover of PKR. 75 million calculated within last three (03) year from submitted financial statements.	must meet requirement	must meet requirement	not applicable	must meet requirement	Schedule 3 with attachments
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1.11 Contractual Experience

<p>i. A single contract amounting to PKR 85 million or more, either ongoing or successfully executed, within the last five (05) years (since 2020). The contract should pertain to the facility management of commercial or residential buildings including maintenance of electrical and mechanical systems.</p> <p>ii. Have a minimum of three (03) years length of experience in facility management of commercial or residential buildings including maintenance of electrical and/or mechanical systems. This experience can be validated through one or multiple work orders, contract agreements, offer letters, or any other verifiable documentation from the past five (05) years. Contracts covering overlapping periods shall be considered as a single contract for evaluation purposes.</p>	must meet requirement	must meet requirement	not applicable	must meet requirement	Schedule 4 along with attachments.
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=Section 4 - Standard Forms

Table of Forms

Technical Proposal.....	4-8
Letter of Technical Proposal.....	4-2
Schedule-1: Service Provider's/Lead Member's Information Sheet.....	4-06
Schedule-2: Joint Venture Information Sheet.....	4-08
Schedule-3: Financial Soundness.....	4-10
Schedule-4: Contractual Experience.....	4-11
Schedule-5: Affidavit of Integrity Pact.....	4-13
Schedule-6: Authorization/Power of Attorney (Firm/Compnay).....	4-14
Schedule-7: Authorization/Power of Attorney (Joint Venture).....	4-11
Financial Proposal.....	4-8
Letter of Financial Proposal.....	4-2
Schedule-8: Breakup of Proposal Prices.....	4-5
Schedule-9: Bid Security in Shape of Bank Guaranttee	4-5

Letter of Technical Proposal

Note-

The service provider must accomplish the Letter of Technical Proposal on its letterhead clearly showing the service provider's complete name and address.

Date:

Request for Proposal Document No.:

To:

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

I/We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Request for Proposal Document, including Addenda issued in accordance with Instructions to Service Providers (ITSP) Clause 7.
- (b) I/We offer to execute in conformity with the Request for Proposal Document the following Services:

“Zu Business Center Facility Management at Chamkani”
- (c) My/Our Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred eighty (180) days from the date fixed for the Proposal submission deadline in accordance with the Request for Proposal Document, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- (d) If my/our proposal is accepted, I/we commit to obtain a performance security in accordance with the Request for Proposal Document.
- (e) [I have nationality of Pakistan]/[We are incorporated/registered in Pakistan.]
- (f) I/We do not have any conflict of interest.
- (g) I/We are not participating, as a Service Provider in more than one Proposal in this bidding process.
- (h) I/We have never been blacklisted from any provincial or federal public entity.

- (i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (j) I/We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) I/We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name of Service Provider with Seal (in case of JV, Name of JV with Seal of all partners).....

Date

Schedules

Schedule-1

Service Provider's/Lead Member's Information Sheet	
Service Provider's legal name	
In case of Joint Venture Lead member's legal name	
In case of a Joint Venture, legal name of each partner	
Service provider's/Lead member's nationality or country of constitution	
Service provider's/Lead member's year of constitution in case the bidder is a firm or company	
Service provider's/Lead member's Year of registration with FBR for income tax	
Service provider's/Lead member's Year of registration with KPRA for sales tax on service	
Service provider's/Lead member's year of valid registration with PEC for Civil, and/or Electrical and/or Mechanical work.	
Service provider's/ Lead member's year of registration with Employee Social Security Institute (ESSI).	
Service provider's/Lead member's year of registration with Employment and Old Age Benefit Institute (EOBI).	
Service provider's/Lead member's legal address in country of nationality/constitution	
Service provider's authorized representative in case the service provider is a firm/company (In case of JV authorized representative of JV) (name, address, telephone number(s), fax number(s), e-mail address)	

Attached are copies of the following documents.

- ☐ 1. In case of sole proprietor attach a copy of CNIC, or articles of incorporation or constitution or certificate of registration of the legal entity if the bidder is a firm/company (In case of JV particulars of Lead Member);
- ☐ 2. Authorization/Power of Attorney to represent the firm/company or Joint Venture named above, if the service provider is a firm/company or JV in accordance with ITB. 3.1 and ITB. 19.2;
- ☐ 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement;
- ☐ 4. Certificate of Registration with FBR and reflected on Active Taxpayer List (ATL) (In case of JV particulars of Lead Member);
- ☐ 5. Certificate of Registration with KPRA for Sales Tax on Services (In case of JV particulars of Lead Member);
- ☐ 6. Certificate of Registration with PEC for Civil, and/or Electrical and/or Mechanical work (In case of JV particulars of Lead Member);
- ☐ 7. Certificate of Registration of Company with Employee Social Security Institute (ESSI) (In case of JV particulars of Lead Member);
- ☐ 8. Certificate of Registration of Company with Employment and Old Age Benefit Institute (EOBI) (In case of JV particulars of Lead Member);
- ☐ 9. Non-blacklisting certificate on stamp paper and duly notarized to the effect that Service Provider/Lead Member is not blacklisted by any federal or provincial public entity in Pakistan (In case of JV particulars of Lead Member).

Schedule-2

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

Joint Venture Information	
Service Provider's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's nationality or country of constitution	
Joint Venture Partner's year of constitution in case the Joint Venture Partner is a firm or company	
Joint Venture Partner's Year of registration with FBR for income tax	
Joint Venture Partner's Year of registration with KPRA for sales tax on service	
Joint Venture Partner's year of registration with Employee Social Security Institute (ESSI).	
Joint Venture Partner's year of registration with Employment and Old Age Benefit Institute (EOBI).	
Joint Venture Partner's legal address in country of nationality/constitution	
Joint Venture Partner's authorized representative information if the bidder is a firm/company (name, address, telephone number(s), fax number(s), e-mail address)	

Attached are copies of the following documents.

- ☐ 1. In case of sole proprietor attach a copy of CNIC, or articles of incorporation or constitution or certificate of registration of the legal entity if the bidder is a firm/company.
- ☐ 2. Authorization to represent the firm/company named above, in accordance with ITB 19.2.
- ☐ 3. Certificate of Registration with FBR and reflected on Active Taxpayer List (ATL).
- ☐ 4. Certificate of Registration with KPRA for Sales Tax on Services.
- ☐ 5. Certificate of Registration of Company with Employee Social Security Institute (ESSI);
- ☐ 6. Certificate of Registration of Company with Employment and Old Age Benefit Institute (EOBI);
- ☐ 7. Non-blacklisting certificate on stamp paper and duly notarized to the effect that joint venture partner is not blacklisted by any federal or provincial public entity in Pakistan.

Schedule-3**Financial Soundness**

Each Service Provider 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 below:

Joint Venture Partner: _____

Financial Data for Previous 03 Years		
Year 1: 2022	Year 2: 2023	Year: 2024

Information from Balance Sheet

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

Schedule-4**Contractual Experience**

Each Service Provider must fill out this form. Submit separate form for Joint Venture Partner/nominated sub-service provider, if any

Name of Nominated sub-service provider/Joint Venture Partner (if applicable): _____

Contract of Similar Size and Nature		
Contract No of	Contract Name	
Award Date		On Going/Completion Date:
Total Contract Amount	PKR.	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.11 of Section 3 (Eligibility and Responsiveness Criteria)		
<input type="checkbox"/> Attached Letter of Award/Acceptance or contract agreement or any other credible record to substantiate information provided in Schedule 4.		

Schedule 5

Affidavit of Integrity Pact

[on stamp paper and dully notarized]

(In case of Joint Venture signed and submitted by all joint venture partners)

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

Without limiting the generality of the foregoing, [Name of Service Provider] 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 Government of Pakistan, except that which has been expressly declared pursuant hereto.

_____ [Name of Service Provider] 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 Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ [Name of Service Provider] 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 Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, [Name of Service Provider] agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt and fraudulent business practices and further pay compensation to Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Service Provider] 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 Government of Pakistan.

Name of Authorized Representative

Designation

Signed

Name of Service Provider

Date

Schedule 6
Authorization/Power of Attorney (Firm/Company)

(For a bidder/lead member participating in the bidding through a representative)

[On a stamp paper of Rs. 100/- and duly notarized]

THIS POWER OF ATTORNEY is executed at _____ on this _____ day of _____, by [insert name of the Bidder] at [insert the address] (hereinafter, referred to as the “**Grantor**”), which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns.

WITNESSETH

WHEREAS the Grantor intends to submit a proposal to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Client**”), in respect of the **Zu Business Center Facility Management at Chamkani** (hereinafter, referred to as “**the Services**”) and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Service Providers contained in the Request for Proposal Documents (RFP), for the Services referred to warrants submission of an Authorization/Power of Attorney to the said appointment.

WHEREAS the Grantor represents and warrants to the Client that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

NOW THEREFORE THIS DEED WITNESSETH the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. _____, son/daughter of _____, residing at _____ and holding CNIC No. _____ acting as _____ [Designation] with _____ [Name of organization] as its true and lawful attorney holding designation [insert the designation] (hereinafter, referred to as “**the Attorney**”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Services, including:

1. to visit and inspect the Site, seek clarification of the RFP, and attend the pre-bid meeting;
2. to prepare and submit a proposal following provisions of the RFP;
3. to attend the proposals opening event and the bidding process in respect of the Services and generally to take such actions and decisions as may be necessary for the bidding;
4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Client and/or any other interested parties;
5. to incur liabilities, receive payments, receive notices, instructions, and orders for and on behalf of the Grantor(s); and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be binding on the Grantor.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

All terms used in this instrument, but not defined herein, shall have the meaning given to them in the RFP

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney on the date and place first written above.

WITNESSES:

[INSERT NAME OF THE GRANTOR]

[Signature, Name, Father's Name, and CNIC
With Seal]

[Signature, Name, Designation, and CNIC
With Seal]

1. _____

2. _____

NOTARY PUBLIC: (Name, Signature, Seal, Number, and Date) _____

Schedule 7

Authorization/Power of Attorney (Joint Venture Partner)

(For Each Joint Venture Partner)

[On a stamp paper of Rs. 100/- and duly notarized]

THIS POWER OF ATTORNEY is executed at _____ on this _____ day of _____, by [insert name of Joint Venture Partner] at [insert the address] (hereinafter, referred to as “**the Grantor**”, which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns).

WITNESSETH

WHEREAS the Grantor intends to submit a proposal to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Client**”), in respect of the **Zu Business Center Facility Management at Chamkani** (hereinafter, referred to as “**the Services**”) as joint venture partner named _____ [Name of joint venture] and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Service Providers contained in the Request for Proposal Documents (RFP), for the Services referred to warrants submission of an Authorization/Power of Attorney to the said appointment.

WHEREAS the Grantor represents and warrants to the Client that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

NOW THEREFORE THIS DEED WITNESSETH the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. _____, son/daughter of _____, residing at _____ and holding CNIC No. _____ acting as _____ [Designation] with _____ [Name of organization] as its true and lawful attorney of the joint venture stated above, holding designation [insert the designation] (hereinafter, referred to as “**the Attorney**”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Services, including:

1. to visit and inspect the Site, seek clarification of the RFP, and attend the pre-bid meeting;
2. to prepare and submit a proposal following provisions of the RFP;
3. to attend the proposals opening event and the bidding process in respect of the Services and generally to take such actions and decisions as may be necessary for the bidding;
4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Client and/or any other interested parties;
5. to incur liabilities, receive payments, and receive notices, instructions, and orders for and on behalf of Grantor and/or any or all members/partners of the joint venture; and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be jointly and severally binding on the Grantor and/or all members/parties of the joint venture.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

All terms used in this instrument, but not defined herein, shall have the meaning given to them in the RFP.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney on the date and place first written above.

WITNESSES:

[Signature, Name, Father's Name, and CNIC
With Seal]

1. _____

2. _____

[INSERT NAME OF THE GRANTOR]

[Signature, Name, Designation, and CNIC
With Seal]

NOTARY PUBLIC: (Name, Signature, Seal, Number, and Date) _____

Letter of Financial Proposal

Note

The service provider must accomplish the Letter of Financial Proposal on its letterhead clearly showing the service provider's complete name and address.

Date:

Request for Proposal Document No.:

To:

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

I/We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Request for Proposal Documents, including Addenda issued in accordance with Instructions to Service Providers (ITSP) 7.
- (b) I/We offer to execute in conformity with the Request for Proposal Documents and the Proposal submitted for the following Services:

“Zu Business Center Facility Management at Chamkani”

- (c) The Total Proposal Price is:

[amount in PKR in words], [amount in PKR in figures]

The total proposal price from the breakup of prices should be entered by the service provider inside this box. Absence of the total proposal price in the Letter of Financial Proposal may result in the rejection of the Proposal.

- (d) My/Our Proposal shall be valid for a period of one hundred eighty (180) days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal Documents, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- (e) If my/our Proposal is accepted, we commit to obtain a performance security in accordance with the Request for Proposal Documents.

- (f) I/We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) I/We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.
- (h) I/We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the proposal submission.

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name of Service Provider (in case of JV, Name of JV and with Seal of all partners)

Date

Schedule 8

Breakup of Proposal Prices

S#	Description of Service	Total Cast of Services (Inclusive of all Taxes)
1.	Security Services	
2.	Housekeeping and Janitorial Services	
3.	Operation and Maintenance Services in ZBC	
4.	Procurement, Operation and Maintenance of Additional Items	
5.	Landscaping Services	
6.	Reception Services at ZBC	
Total Proposal Price in PKR (Inclusive of all Taxes) to be carried forward to Letter of Financial Proposal		

Note: It is fixed budget proposal. The upper limit for performance of service is PKR.24/sq. feet. The bidders are required to quote financial prices accordingly. The bidder quoting financial price above the upper fixed limit shall be rejected

Name of Authorized Representative

Designation

Sign and Seal

Name of Service Provider (in case of JV, Name of JV and with Seal of all partners)

Date

Schedule 8A
(Breakup of Bid Price for Security Services)

Description of Service	Floor	Common Area (Square Feet)	Cost of Services per Floor per Square Feet (Inclusive of all Taxes)	Total Cast of Service Floor Wise (Inclusive of all Taxes)
		a	b	c = ax b
Security Services	GF	29523		
	FF	29712		
	2nd Floor	29357		
	3rd Floor	29357		
	Top Floor	30367		
Total Cost of Security Services (Inclusive of all taxes) (carry forward to breakup of Proposal Prices)				

Schedule 8 (B)**(Breakup of Bid Price for House Keeping and Janitorial Services)**

Description of Service	Floor	Common Area (Square Feet)	Rate of Service per Floor per Square Feet (Inclusive of all Taxes)	Cost of Service Floor wise per Square Feet (Inclusive of all Taxes)
		a	b	c = ax b
House Keeping and Janitorial Services	GF	29523		
	FF	29712		
	2nd Floor	29357		
	3rd Floor	29357		
	Top Floor	30367		
Total Cost of House Keeping and Janitorial Services (Inclusive of all taxes) (carry forward to breakup of Proposal Prices)				

Schedule 8 (C)**(Breakup of Bid Price for Operation and Maintenance Services in ZBC)**

Description of Service	Floor	Common Area (Square Feet)	Rate of Service per Floor per Square Feet (Inclusive of all taxes)	Cost of Service Floor wise per Square Feet (Inclusive of all taxes)
		a	b	c = ax b
Operation and Maintenance Services in ZBC	GF	29523		
	FF	29712		
	2nd Floor	29357		
	3rd Floor	29357		
	Top Floor	30367		
Total Cost of Operation and Maintenance Services in ZBC (Inclusive of all taxes (carry forward to breakup of Proposal Prices))				

Schedule 8 (D)**(Breakup of Bid Price for Procurement, Operation and Maintenance of Additional Items)**

Name of Item (as provided in Schedule of Requirements)	Quantity	Unit Rate per Item (Inclusive of all Taxes)	Total Rate (Inclusive of all Taxes)

Schedule 8 (E)**(Breakup of Bid Price for Landscaping Services)**

Description of Service	Floor	Common Area (Square feet)	Rate of Service per Floor per Square Feet (Inclusive of all taxes)	Cost of Service Floor wise per Square Feet (Inclusive of all taxes)
		a	b	c = ax b
Landscaping Services	GF	29523		
	FF	29712		
	2nd Floor	29357		
	3rd Floor	29357		
	Top Floor	30367		
Total Cost of Landscaping Services (Inclusive of all taxes) (carry forward to breakup of Proposal Prices)				

Schedule 8 (F)**(Breakup of Bid Price for Reception Services at ZBC)**

Description of Service	Floor	Common Area (Square Feet)	Rate of Service per Floor per Square Feet (Inclusive of all taxes)	Cost of Service Floor wise per Square Feet (Inclusive of all taxes)
		a	b	c = ax b
Reception Services at ZBC	GF	29523		
	FF	29712		
	2nd Floor	29357		
	3rd Floor	29357		
	Top Floor	30367		
Total Cost of Reception Services at ZBC (Inclusive of all taxes) (carry forward to breakup of Proposal Prices)				

Schedule 9**Bid Security
(Bank Guarantee)**

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

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

Date:

Bid Security No.:

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

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

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

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

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

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

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

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

Schedule of Requirements

1. INTROUCTION

TransPeshawar has been assigned the responsibility to rent out ZU Business Centre (ZBC) and manage the commercial activities therein. ZBC Chamkani is situated next to KPUMA Building in Chamkani. ZBC Chamkani has basement for parking, ground floor which includes 52 Shops/Offices, 1st floor, 2nd floor, 3rd floor and roof top with an open floor plan. The scope of work of Service Provider under this contract is limited to common area. Brief details showing facilities in ZBC Chamkani (Appendix-I) and drawings of ZBC Chamkani (Appendix-II) with details of common area has been shown in respective Appendix.

2. EMPLOYER`S SERVICE REQUIREMENTS FOR ZBC

This document specifies the scope of area, and operation and maintenance obligations of Service Provider in ZBC. The Service Provider shall be responsible for all required services mentioned in RFP, Agreement, Schedule of Requirement and their annexes/ attachments. The services requirements in ZBC are:

- 2.1. Security Services;**
- 2.2. Housekeeping and Janitorial Services;**
- 2.3. Operation and Maintenance Services in ZBC;**
- 2.4. Procurement, Operation and Maintenance of Additional Items;**
- 2.5. Landscaping Services; and**
- 2.6. Reception Services at ZBC.**

3. LOCATION AND AREA OF SERVICES

The scope of area for the above services is for ZBC Chamkani building and includes the area within the fence installed around the building. The scope of area is shown in the attached drawing at Appendix-III.

TPC requires Services for the ZBC building and includes the area within the fence installed around the building on a round-the clock basis, 24 hours per day, 7 days per week including Saturday, Sundays, and all holidays. The requirement of Minimum Personnel is as per Clause 4.12, with eight hours shift. It is the responsibility of the Service Provider to ensure full responsibility for the services in the scope of area and engagement of any additional Personnel in dispensing the required Services.

The services requirements for each of the above component is explained below in details.

4. DETAILED EMPLOYERS SERVICES REQUIREMENTS:

4.1. General Requirements

The Service Provider: -

- 4.1.1. Shall be responsible for deployment of minimum Personnel in the scope of area as mentioned in Clause 4.12. The Service Provider shall ensure that sufficient Personnel are employed to render the services and that such Personnel are properly trained in the use of the equipment and materials as well as in all relevant procedures and safety precautions to which they must adhere.
- 4.1.2. Shall estimate the relievers, additional staff, replacement, contingencies for Personnel which are required for scope of work and the contract price includes such costs;
- 4.1.3. Shall utilize attendance system of TPC, if made available otherwise shall provide and ensure IT based attendance to the TPC (Client);
- 4.1.4. Shall continue the Services uninterruptedly despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions;
- 4.1.5. Shall use chemical, equipment, tools etc. to kill mouse, insects, cats or other such animals/ creators born or developed within the scope of area. Shall also remove dead bodies of animal/ obstructions and remove live dogs/ cats etc. from scope of area.
- 4.1.6. Provide monthly training to the staff regarding duties, how to deal difficult situations, SOP's, handling emergencies, etc. Staff shall remain courteous and polite to the visitors and tenant's staff. The Service Provider shall also provide instructions and training before start of each shift;
- 4.1.7. Shall engage and supervise the staff and provide all resources necessary to complete the Services;
- 4.1.8. Shall be responsible for all acts done by the Personnel engaged by Service Provider and maintain discipline and ensure to follow the code of conduct prescribed by the TPC;
- 4.1.9. Shall ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the TPC);
- 4.1.10. Shall ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons for the provision of the Services;
- 4.1.11. Shall ensure that his employed Personnel at all times be in neat and clean appearance, paying particular attention to their hygiene, bearing, weapon, Uniform, and equipment. At least two pairs of Uniform shall be given to all staff;
- 4.1.12. Agree to remove from the site, whenever required to do so by the TPC, any Personnel considered by the TPC to be unsatisfactory or undesirable;
- 4.1.13. Shall ensure timely payment/salaries to the Personnel, no later than 07 days from the start of the month irrespective of payment made by TPC and shall furnish such proof with Monthly Invoice;

- 4.1.14. Shall be liable to recover replacement cost for any loss incurred or suffered or any damage caused to movable or immovable property of the TPC, because of negligence, delayed, deficient, or inadequate Services;
- 4.1.15. Shall ensure that no Personnel leave premises assigned unless properly relieved by the next Personnel and provide an immediate replacement where required; and
- 4.1.16. Shall observe the regulations regarding building use for Personnel as notified by TPC.

4.2. Hiring of Personnel and Uniform

- 4.2.1. The Service Provider shall hire and pay the Personnel in accordance with the Labor Laws of Pakistan and other Applicable Laws of Pakistan. In addition, the Service Provider shall ensure the following critical conditions;
 - a) The Service Provider shall pay ESSI and EOBI of the eligible Personnel under the Applicable Laws and provide proof of such payments of the preceding month before the invoice month with the invoice, if directed by TPC;
 - b) Provide updated list of all the Personnel of the Service Provider with necessary details by the end of each month on the format agreed by TPC and updated from time to time, if directed by TPC;
 - c) The Service Provider shall report to TPC the working days for payment of salary to the Employees and provide proof of salary transferred (Bank or other document acceptable to TPC) within days specified in the Applicable laws (Not more than five days) for the preceding month, if so, directed by TPC. Furthermore, the Service Provider shall keep working capital for payment of salaries of Employees; and
 - d) The Service Provider shall provide proof of minimum wage payments, insurances, leaves, working hours etc. to TPC, if so, directed by TPC.
- 4.2.2. TPC requires all Personnel (Gardner, Security, & Cleaner) who are required to fulfil their duties in view of the public to wear Uniforms at all relevant times which includes Cap, Shirt (full sleeves in Winter and half sleeve T-shirt for summer), Pants, Black shoes, Tie and Belt during the rendering of the Services. The Service Provider shall ensure that its Employees are appropriately attired in the prescribed and/or agreed Uniforms and have at least two pair of Uniform.

4.3. Special Obligation Regarding Security Services

- 4.3.1. The Service Provider:
- 4.3.2. Shall guard the following locations full time in accordance with the SOP specified by TPC: -
 - a) Entry gate of ZBC Chamkani;
 - b) Access Gate at Entry of Building; and
 - c) Access Point at Basement Parking.

- 4.3.3. Shall also provide 24 x 7 security to Common Areas, and around the building. The service provider shall estimate the additional security required for provision of such services. The Service Provider shall also be responsible for:
- d) Removal of illegal/ unauthorized Parking in front of scope of work;
 - e) Safety and security of electricity cable/ sheets in the scope of area;
 - f) Guidance and regulation of vehicle Parking in scope of area as mentioned above.
- 4.3.4. Nominate one security guard as supervisor among the security personnel for coordination with TPC or its authorized representative for passing necessary instructions;
- 4.3.5. Shall through CCTV system, monitor the ZBC Chamkani to detect security anomalies. In case of anomalies, the security shall be notified to take the appropriate action. The Service Provider shall devise the security response protocols for any staff to respond to each described situation.
- 4.3.6. Shall operate walk through gates, use metal detector, search bags etc.
- 4.3.7. Shall ensure that Service Provider has proper License/permission, authorization, approval, and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, to perform Security Services;
- 4.3.8. Ensure that all Security Personnel assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness;
- 4.3.9. Shall submit Security Clearance from Police to TPC for all Personnel deputed in ZBC Chamkani;
- 4.3.10. Depute security Personnel having minimum qualification of Matric;
- 4.3.11. Ensure that the age limit of Security Personnel is restricted between 18 to 55 years;
- 4.3.12. Be responsible for the safety and security of equipment, furniture, appliances, infrastructure, and all allied facilities within the vicinity of the scope of work;
- 4.3.13. Ensure access control procedures for pedestrian and vehicular traffic to the ZBC Chamkani building in accordance with procedure prescribed by TPC. In this regard, the Service Provider shall:
- a) Conduct a thorough examination of the vehicle(s)/person(s) entering the ZBC Chamkani building and its premises, with inspection mirrors and handheld metal detectors; and

- b) Intimate the concerned office(s) about the arrival of the visitor(s) intimating the purpose of the visit.
- 4.3.14. Shall ensure safety of moveable and immovable property against theft, damage, and misuse;
- 4.3.15. Shall provide registers and maintain excel based logbook/ database record in a specified format and submit according to the schedule mentioned in the SOP issued by the TPC:
 - a) All movable items are brought in or out from the ZBC Chamkani building.
 - b) All security violations and report occurrences to the TPC.
 - c) All entering person(s) and vehicle(s).
- 4.3.16. Shall effectively patrol the ZBC Chamkani building from inside/outside with sufficient frequency as approved by the TPC round the clock to prevent trespassing, theft, vandalism, sabotage, catch culprits, etc.;
- 4.3.17. Shall immediately inform the TPC in case an abnormality is observed, follow the instructions passed from the TPC, and provide feedback accordingly until the matter is resolved;
- 4.3.18. Shall ensure that the Security Personnel check all doors that are locked, inspect all areas by turning on a minimum number of lights, and check for open windows/doors, running or dripping water during non-operational hours; and
- 4.3.19. Shall ensure that all security staff must wear a specific Uniform approved by the TPC. The Service Provider shall provide seasonal Uniforms and weather-appropriate protective gear to his staff to carry out the continuous performance of contract requirements. The following shall be a mandatory part of a Uniform:
 - a) Identification which includes name plate, and company ID card with Picture
 - b) Blue trouser
 - c) Shirt full sleeves in Winter and half sleeve T-shirt for summer
 - d) Sweater or Jacket for the winter season of design approved by TPC
 - e) Properly displayed ID card
 - f) Waist Belt
 - g) Belt-case to carry necessary equipment required to perform security duties
 - h) A raincoat for performing duty in rainy weather conditions
 - i) Official Cap
 - j) Whistle
 - k) Long collar polished shoes.

4.3.20. Shall ensure that Security Personnel as equipped as per details below:

<i>Equipment</i>	<i>Minimum Requirements</i>
Metal Detector	04
Inspection Mirror with a flashlight	02
Whistle	All Personnel
Torch	All Personnel
Raincoat	All Personnel
Uniform	All Personnel
Lethal Arm (Kalashnikov) with 60 rounds of ammunition each in a bandolier	06
Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	02

4.4. Operation and Maintenance Services in ZBC

4.4.1. General Obligation of Operation and Maintenance for Equipment installed by TPC or Service Provider Under the Contract in the Scope of Area;

- a) The Service Provider shall be responsible for operation and maintenance services for equipment including but no limited to generator, elevators, firefighting, UPS and CCTV camera system;
- b) The Service Provider shall be responsible for partial or complete replacement of equipment (required due to whatsoever reason), oils, chemical, consumables, spare parts, fixtures, insurance, labor cost etc. which are required for functionality of the services mentioned in this document;
- c) The Service Provider shall take responsibility for provision of all replacement parts and supplies for all maintenance issues of equipment. The Service Provider shall procure any future spare parts and supplies (lubricants, wires etc.) pursuant to documentation provided by the manufacturer, their agent, supplier or required for maintenance and / or operation of Equipment. The spare parts shall be genuine, brand new, non-refurbished and imported through proper channel and incorporate all recent improvements in design and material. The Service Provider shall provide proof of genuine and/or imported item/spare parts to TPC on demand;
- d) The Service Provider shall be responsible for all material and associated costs for repair actions of Equipment caused by theft, damage, short circuiting or other scheduled / unscheduled incidents;
- e) The Service Provider shall rectify all faults occurred in relevant equipment i.e., short circuit, open circuit, phase sequence, change, under / over voltage, phase missing, leakage current and earth faults etc.
- f) The Service Provider shall be responsible for operation and maintenance of main electrical rooms (lights, switches, cables, fans, exhaust fans, trenches etc.,) located on Ground floor.

- g) The Service Provider shall be responsible for any repair or replacement required, necessitated or caused as a result of, or generally resulting from, or in connection with, accidental or intentional damage, misuse, theft;
- h) The Service Provider shall maintain all conduits /pipes, data cables, power cables relevant to the scope of work/area and provide replacement as and when required;
- i) The Service Provider shall prepare code of conduct for its staff related to duties/ daily checks, SOPs of public dealing/tenant dealing/ facility management, operation of equipment and obtain approval of TPC. This code of conduct shall be updated time to time as and when required;
- j) The Service Provider shall ensure and maintain protective devices and earthing systems are operated and maintained to reduce the risk of operations/maintenance personnel from hazardous voltages or currents;
- k) The Service Provider shall maintain asset register having details of all Equipment in his custody with asset number;
- l) The Service Provider shall follow direction / Protocol of TPC regarding cleaning of Equipment, procedure of operation, maintenance instruction in accordance with Manual or Standard Practices of industry relevant to equipment or services, duration of operation of all Equipment, Energy plan and schedule for operation;
- m) The Service provider shall operate reliably equipment and provide other services to meet the operational requirements of ZBC Chamkani. The equipment operational hours and services required are 24 hours/day, 7 days a week and 365 days a year;
- n) The Service Provider shall engage suitable, skilled and appropriate number of human resources to carry out all services and for safety of public, security of Equipment, and operation and maintenance of Equipment and facilities;
- o) The Service Provider shall supply and top-up of lubricants, supplies (wires, cables, switches, electronic/mechanical gadgets, electronic/mechanical material, etc.), spare parts, filters, consumables (e.g. oil, grease, coolant, filter, relays, batteries, switches, breaker, detergents, lubricants, cleaners, preservative, cotton waster etc.), safety facilities/jackets, personal protection equipment and other necessary materials as required for the execution of duties as required by this contract/Agreement and replace/provide new upon completion of useful life of any equipment/spare parts, batteries etc.;
- p) The Service Provider shall be responsible for preventive, corrective and operational maintenance including minor and major overhaul in accordance with the manufacturer's maintenance / operational manual;
- q) The Service Provider shall be responsible to procure, transport and maintain any tools, software and diagnostic equipment, lifting equipment, machinery (boom buckets, lifters & cranes), calibrated test equipment, which it deems

necessary to carry out the services in scope of work in accordance with the Agreement; and

- r) The Service Provider shall be responsible for daily checks.

4.4.2. **CCTV System**

The Service Provider shall:

- a) Be responsible to depute security personnel in CCTV room for surveillance system for the number as mentioned in clause 4.12;
- b) Be responsible for maintenance of approximately 60 number of cameras installed in the building along with associated cabling, network switches, server, DVR, display screens etc.;
- c) Facilitate TPC in extracting of videos playbacks as and when required;
- d) Be responsible for Operation and maintenance of CCTV System at ZBC building includes but not limited to 1 Main control panel, screen, DVRs, 60 cameras installed inside and outside the ZBC Building & associated wiring;
- e) Ensure that the camera lens is focused and adjusted properly; Check if the camera is covering the targeted field of view appropriately. If not, then make necessary adjustments.
- f) The glass on the lens of camera needs to be clean and dust-free (use a diluted cleaning solution), both inside and out.
- g) The interior of the camera housing should also be clean and dry.
- h) Auto iris lenses, which allow CCTV cameras to adjust their vision according to the varying lighting condition, should also be adjusted properly;
- i) Check that the cameras are securely mounted to the wall/ceiling and rectify if required;
- j) Make sure the motor attached to the camera housing, which moves it in different directions, is also working fine. (If Available)
- k) Check wiring for any wear and tear or exposed wires and rectify/replace if required; Check the wiring and cables connected to security camera system for any signs of wear and tear. Make sure all the cables are covered in necessary protective layers.
- l) Thoroughly inspect CCTV camera system and check all the connectors and joints on wirings for any loose fittings or connections and fix them right away. Distortions in signals may raise security concerns so make sure there aren't any and the condition of cables is up to the mark.
- m) Ensure that the monitors are showing a clear picture and that the brightness and contrast settings are correctly adjusted; All the monitors connected with

CCTV camera surveillance system should be free from picture burn-in and have clear display without any distortion.

- n) Ensure the video recorder and other associated equipment are functioning properly; keep a regular check to make sure video recorder functioning properly and that the videos are being recorded distortion-free.
- o) Ensure that the data is protected and kept confidential. Any data need to be accessed shall only be through written permission from person authorized by TPC;
- p) Check all of your switches and individual equipment are fully functioning;
- q) Clean all monitors and equipment of dust and grime with a microfiber cloth and a weak cleaning solution and replace faulty components;
- r) Check cables leading from the equipment are in good condition and that there are no weak connections; and
- s) Be responsible for maintenance and replacement (If required) of DVR's, NVR's, CCTV's, BNC Connectors, power adapters, CCTV application, Surveillance Screen displays, IT Cabinet and any other accessories associated with CCTV system to ensure uninterruptable operations of CCTV system.
- t) Be responsible for supply of adequate storage in order to back up all footages for at least one month.
- u) Be responsible for integration of ZBC Chamkani CCTV Surveillance system with TransPeshawar office.
- v) Any other task which is required for proper functioning of CCTV system.

4.4.3. Electrical System

The Service Provider Shall: -

- a) Ensure more that 98 % availability of the electrical system satisfactorily serving the purpose. Total number of One (01) MLV and Seven (07) number of Distribution Boards;
- b) Periodically check, operate and maintain and replace (when required) UPS, Batteries, control units, MLV's, power DB(s), breakers, capacitor banks & Protection system. Ensure that this equipment is always in healthy and tidy condition. Make replacement of any faulty/damaged part/components including but not limited to all type of breaker, capacitors, SPD, meters, indication lamps etc.;
- c) Ensure the periodic checking & maintaining of earthing pits, electrical connections and power cables; and rectify timely if required, for smooth operation;

- d) Replace fused lights in common areas, burn out faulty switches/ cables/ wires, emergency exit lights;
- e) Be responsible for all faults in electricity, loose connections, internal fluctuation and the rectification of the same within the duration of critical tasks in common area or such faults in whole building due to MLV or DB's at floor. Emergency staff shall also provide assistance to tenants, if so, required in emergency;
- f) Detailed earthing maintenance to maintain the required / designed resistance of whole ZBC building; and
- g) Perform any other functions which are required for successful operation of ZBC electrical and mechanical operation.

4.4.4. Water Supply and Drainage System

- a) The Service Provider shall be responsible for cleaning of manholes and drainage for the mentioned scope of area. The Service Provider shall open closed / blocked manhole. The Service Provider shall ensure functionality of drainage and water supply system;
- b) The Service Provider shall remove/ clean waste, debris, etc. from manhole on monthly basis in scope of area and shall also be responsible for maintenance and placement of grating on manhole;
- c) The Service Provider shall be responsible for deep cleaning of water tank at top of ZBC Chamkani once yearly and use chemical for cleaning of such purposes; and
- d) The Service Provider shall be responsible for maintenance of water supply system from main water tank to wash room at each floor including piping, valve, joints etc. The Service Provider shall be responsible for full time availability of sanitary worker to handle emergencies of leakage etc.

4.4.5. Elevators

The Service Provider Shall: -

- a) Ensure more than 99 % availability of Two (02) number of Elevators installed in ZBC Chamkani;
- b) Be responsible for operation and maintenance of Elevator which includes corrective, and periodic maintenance and for all costs associated with replacement of spare parts (both consumables and fixed);
- c) Promptly alert TPC in case of malfunctioning issues pertaining to Elevator and progress of troubleshooting;
- d) Be responsible for security of Elevator assembly which includes sensors, doors, pits, approaches, control units, inside elevator, and its allied component;

- e) Be responsible for checking of safety equipment of elevator, alarm, emergency call button, batteries, safety connections, etc.
- f) Be responsible for cleaning of pits, external and internal parts of Elevator;
- g) Make all arrangements for removal of accumulated water in Elevator pits;
- h) Protect the work area to ensure general public safety prior to start of any Elevator maintenance work; and
- i) Handle the emergency calls of public that pertains to Elevators and paste such numbers in Elevators to rescue passengers.

4.4.6. Civil Work Maintenance

- a) The Service Provider shall be responsible for painting of curb stone/ Zebra Crossing (combination of yellow, Black and/ or white) within the scope of areas with thermoplastic pavement marking. All paint area shall be approved by TPC in advance and TPC reserve the right to paint the area in partial or full;
- b) The Service Provider shall be responsible for maintenance of footpath including tough tiles/ curb stones, removal of grass on footpath, curb stones within the scope of area; and
- c) The Service Provider shall be responsible for minor maintenance in the ZBC such as tiles replacement, tough tiles repair/ replacement in parking, glass in common area, signage in building, painting of walls made dirty through hand touching, fence painting, brick works, sand filling, carpenter, plaster, locks, mason work, sanitation, glass etc. The minor maintenance work shall be executed only in common area.

4.5. Procurement, Installation, Operation and Maintenance of Additional Items

The service provider shall be responsible of supply, install, test, commission, operate and maintain (for the term of contract) the following systems/equipment. All the civil works including dismantling, re-construction, modification and provision of the accessories required for the intended purpose of each of following equipment shall be the responsibility of services provider:

4.5.1. Boom Barrier for Building

- a) The Service Provider shall install three (03) nos. Boom Barrier at the entrance of ZBC Chamkani (Approximately 30 feet length), operators' cabin within first quarter of commencement of services. The work involves construction of procurement, installation, operation and maintenance of the assembly during contract period. Furthermore, the detail design of Boom Barrier shall be subject to approval.

4.5.2. Reception Counter for Building

- a) The Service Provider shall also procure, and install Reception Counter. The length of Reception counter shall be at least 8 feet to accommodate Two (2) to three (03) persons. The Reception Counter shall have logo of “Zu Business Centre” in chrome or other high-quality material as approved by TPC along with floor information board.

4.5.3. Fire Extinguisher and Emergency Exit Boards

- a) The Service provider shall be responsible for daily checking, refill, up keep and maintenance of these fire extinguishers.
- b) The Service Provider shall be responsible for illuminated board (laser cut high-definition luminous material as approved by TPC) for emergency exit of standard size of 5 feet x 2 feet with 10 in number in common area along with its cabling, connection and maintenance.
- c) The Service Provider shall also be responsible for installation of diamond grade signage (back lit) in building of good quality. The size of each board shall be 5 feet x 1 feet and total quantity 4 number.

4.6. Housekeeping and Janitorial Services

- 4.6.1. The Service Provider shall be responsible for deployment of minimum personnel in accordance with Clause 4.12 and as needed to complete scope of work;

- a) The Housekeeping and Janitorial Services shall consist of the activities required to operate, manage, and control the ZBC Chamkani environment. The Service Provider shall provide the services in following areas:
- b) Cleaning Services of basement and Parking Area of ZBC Chamkani including Parking Ramps;
- c) Cleaning Services of Common area as per Appendix-II;
- d) Collection of all waste from scope of area (ZBC Chamkani) and disposing off to the designated site as approved by TPC;

- 4.6.2. The Service Provider shall procure the necessary janitorial, cleaning, and supplies. The Service Provider shall provide all equipment and materials required to clean the scope of area (ramps, facilities area, toilets, Parking spaces etc.) which may include: industrial-type vacuum cleaners, industrial auto-scrubbers, industrial multi-speed burnishers, hose pipes, industrial machine sweepers, mops, brooms, buckets, janitor trolleys, ladders, industrial carpet cleaners, industrial cleaning

chemicals, and personal protective clothing where needed (including face masks and gloves).

4.6.3. The Service Provider cleaning personnel shall be responsible for basic cleaning of the ZBC (facilities area, parking area, basement etc.) during the operational day.

a) Basic cleaning: Basic cleaning shall include but is not necessarily limited to following in Common Area:

- Picking up litter within 30 minutes, if lying in the area of scope limits
- Dry wiping of all surfaces and cleaning of glass surfaces
- Mechanized Sweeping and mopping of floors
- Drying floor space inside the ZBC Chamkani made wet by rain, water fountain, or damp carried by the public footfall, regularly throughout the day
- Sanitizing glass doors, automatic gates, and surfaces often touched by public.
- Keeping the ZBC Chamkani in an overall neat and tidy condition.

b) Mechanized Steam cleaning: Steam cleaning of the ZBC Chamkani common area must be undertaken periodically, but at least every two weeks;

c) High cleaning: The cleaning services include the cleaning of all areas, surfaces, and structures within the Common area. The cleaning of areas higher than 3 meters ("High Cleaning") inside building within common area excluding exposed top roofs / wall of ZBC but includes ceilings shall take place at least once per month (includes washing). Accordingly, the Service Provider shall ensure that it has the necessary cleaning equipment and adequately trained personnel to execute High Cleaning including but not necessarily limited to: electronic and other high signage, CCTV camera housings, information displays, signage

d) During periods of rain, ponded water shall be removed from the ZBC Chamkani area; and

4.6.4. The Service Provider shall ensure that trash and litter generated within the ZBC Chamkani area is collected and disposed-off in city waste disposal system or any other location as specified by the TPC at its own costs.

4.7. Landscaping Services

4.7.1. The Service Provider shall provide landscaping services for the greenery along the ZBC. The landscaping services will include any necessary watering of the

plants and any periodic pruning or care required to keep the landscaping in a healthy and visually-aesthetic condition;

- 4.7.2. The Service Provider shall provide all equipment and supplies required to perform landscaping, which may include: fertilizer, water hoses, shovels, piping and spades, pruning shears, garden hoses, soil knives, and rakes;
- 4.7.3. The Service Provider shall also maintain plants handed over by TPC in the premises which may be at least 80 plants of any height;
- 4.7.4. The Service Provider shall ensure that no cleaning or landscaping equipment is left in any public spaces. All cleaning equipment shall be stored in a locked location when not in use; and
- 4.7.5. The Service Provider shall be responsible for watering and making of additional piping requirement to water these or plants at any other location.

4.8. Reception Services for ZBC Building

- 4.8.1. The Service Provider shall provide reception services at ZU Business Centre-Chamkani by deploying (02) receptionists as mentioned in clause 4.12 from 8:30am to 5:30pm. The security staff shall perform reception services for the rest of time including weekends and/or holidays.

4.9. Training and Safety Drill

- 4.9.1. The Service Provider shall conduct at least one training in six months related to safety and emergency evacuation for tenants and staff. The Service Provider shall be responsible for provision and maintenance of signage in accordance with Applicable laws of Pakistan. The Service Provider shall provide periodic training to staff related to safety of personnel and operation of emergency equipment mentioned in this clause. The Service Provider shall also periodically check emergency equipment for functionality and keep such records available to TPC, if so asked. Physical demonstration during training of use of one fire extinguisher cylinder during six month is mandatory requirement of training.
- 4.9.2. The Minimum Training requirements are mentioned in Appendix- X shall be provided before employment and provide refresher course quarterly through professional trainer.
- 4.9.3. The Service Provider shall develop SOP and policies for safety and dealing with emergencies in the scope of area and shall get prior approval of TPC.
- 4.9.4. The Service Provider shall prepare Operation Control and Maintenance Procedure/ Manual for ZBC Chamkani building and shall submit to TPC for approval prior to implementation;
- 4.9.5. This manual shall be updated time to time and shall include operation hours of equipment, routine checks, preventive and corrective maintenance schedules, standard operation procedures of the equipment, training duration etc. The details format shall be finalized with TPC and updated as and when needed; and

4.9.6. The Service Provider shall respond to Operation and maintenance issues reported by representative of TPC.

4.10. Provision of Communication Line Between TPC Office and ZBC

4.10.1. The Service Provider shall be responsible to extend the Communication line from ZBC Chamkani to TransPeshawar office designated spaces within first quarter of commencement of services.

4.10.2. The Service Provider shall provide and be responsible for ensuring live communication line 24/7, 365 days a year between TPC office, Reception and security room for communication between three points.

4.10.3. The Service Provider shall be responsible for procurement of cat 6, fiber, boxes etc., laying of cable and other such equipment if and as required.

4.11. Staff for Handling of Emergencies

4.11.1. The Service Provider shall ensure availability of expert technicians/ plumber to cater any emergencies in ZBC Chamkani related to electrical, plumbing, mechanical etc.

4.11.2. The experts may be also work as Security or may hire independently at discretion of Service Provider. Such Emergency staff shall be available at 10 minutes response time.

4.12. Minimum Personnel

Type	Requirement	Total
Security Personnel at Boom Barrier	Two (02) person 24/7, 365 days a year (Compulsory)	Six (6) Persons in three shifts
Security Personnel at Basement	One (01) person 24/7, 365 days a year (Compulsory)	Three (3) Persons in three shifts
Security Personnel at First Floor	One (01) person 24/7, 365 days a year (Opti	Three (3) Persons in three shifts
Security Personnel at Second Floor	One (01) person 24/7, 365 days a year	Three (3) Persons in three shifts
Security Personnel at Third Floor	One (01) person 24/7, 365 days a year	Three (3) Persons in three shifts
Security Personnel at ZBC Entry	One (01) person 24/7, 365 days a year	Three (3) Persons in three shifts
Security Supervisor	One (01) person 24/7, 365	Three (3) Persons in

	days a year	three shifts
Security Personnel Female at ZBC Entry	Two (02) persons 8 hours per day for all working days (Compulsory)	Two (02) persons in 9am-5pm shift
Receptionist	Two (02) persons 8 hours per day for all working days (Compulsory)	Two (02) persons in 9am-5pm shift
Janitorial Supervisor	One (01) person 10 hours per day for all working days (Compulsory)	One (1) Person (8:00am to 6:00pm) for all working days
Janitorial Staff	Four (04) person 08 hours per day for all working days, One Person per Floor per shift.	Eight (08) Persons in two shifts (6:00am to 10:00pm) for all working days
Technical Staff Electrician/ Plumber	One (01) person 10 hours per day for all working days (Compulsory)	One (1) Person (8:00am to 6:00pm) for all working days

5. KEY PERFORMANCE INDICATORS

- 5.1.1. The Service Provider's performance of operation, maintenance and services shall be evaluated by means of key performance indicators ("**KPIs**"). Failure to comply with KPIs ("**Failure Events**") shall lead to the application of performance deduction as per the below table ("**Performance Deduction**"):
- 5.1.2. The Service Provider shall, pay the Liquidated Damages depending on its performance in achieving the agreed performance regime as measure during course of the Contract.
- 5.1.3. The Liquidated Damages for failure to achieve Key Performance Indicators (KPI) parameters will be implemented in accordance with Key Performance Indicators.
- 5.1.4. The Liquidated Damages is the final and full remedy of the TPC for the Service Provider failure to achieve the KPI targets, and such Liquidated Damages shall be deemed to have offset any breach whatsoever due to the lapses/deficiencies in performance.
- 5.1.5. Any breach of defined service levels will entail Liquidated Damages which shall not exceed 10% of the monthly payments.
- 5.1.6. TransPeshawar reserves the right to deduct equivalent amount as non-service if the Service Provider failed to execute the same activity.
- 5.1.7. General Violations and Their Liquidated Damages applicable to the Agreement

Sr. No	KPI	Failure Event	Performance Deduction Percentage
1	Prevention of Severe Accidents	Accident involving Equipment and software due to the Service Provider fault or malfunctioning of equipment resulting in death or severe physical injury of a person (Severe Accident)	10% per occurrence
2	Prevention of Material Accidents	Accident involving Equipment and software due to the Service Provider fault or malfunctioning of equipment resulting in minor physical injury of a person or material damage to the TPC assets (Material Accident)	5% per 10 occurrences
3	Repetition of issues	Occurrence of same issues by more than 10 times in the same month in same or multiple equipment	3 % per 10 occurrences
4	Transparent self-reporting	False or misreporting of monthly operations report	2 % per occurrence
5	Operations and Maintenance Manual	Operation and Maintenance activity not carried out in accordance with the Manual	3 % per occurrence

Sr. No	KPI	Failure Event	Performance Deduction Percentage
6	General Nature Complaints	Failure to respond to complaints/ resolution within 30 minutes except equipment maintenance / operation	30 minutes – 1 hour = 2% per occurrence 1 – 3 hours = 3 % per hour 4 % for beyond 03 hours for additional hour More than 3 hours = 3% per 2 hours
7	Delay in Procurement activities	Failure to procure and commissioned items within timeline mentioned	2 % per day per occurrence
8	Personnel	Absence from Duty	2 % per occurrence
9	Misbehaviour with Public or Tenant	Don't handle public or Tenant in accordance with SOP	4 % Per occurrence
10	Violation of landscaping, security or cleaning scope of work	Service Provider failed to respond to scope of work mentioned therein	3 % per occurrence
11	Dragnet clause	Any act/instance that is non-conforming or a violation of Contract, Schedule of Requirements, or Instructions given by the TPC or code of conduct or SOP of ZU Business Centre or unless covered by another KPI	1 % per occurrence

5.2.Operation and Maintenance of Equipment

Sr.NO	KPI-1: Equipment Fault Rectification (FR)
	<p>Fault shall be considered based on number of units effected: -</p> <ol style="list-style-type: none"> Critical Category Fault (CCF): Complete shutdown of the system. Resolution time is 1 hours. High Category Fault (HCF): Equipment can operate but not as per designed and intended functional use or within acceptable limits specified in the and there is likelihood of service loss. Resolution time is 6 hours. Low Category Fault (LCF): Equipment can operate but not as per designed and intended functional use or within acceptable limits specified. there is no likelihood of service loss or safety issue and a possible workaround exists. resolution time is

	<p>24 hours.</p> <p>TF = Total Faults Considered for KPI-1: = A + B x (C/ D)</p> <p>A = No of Faults Responded above the assigned resolution time but within 2 times the Assigned Resolution Time for a Particular Category;</p> <p>B = No of Faults Responded in more than 2 times the Assigned Resolution Time for a Particular Category</p> <p>C = Average Actual Resolution Time of 'B' expressed in units of Assigned Resolution Time of the Category under Consideration</p> <p>D = Assigned Resolution Time of the Category under Consideration</p>		
	FR	Threshold of FR	Performance Deduction Percentage (PDP)
1	CCF= (Critical Fault solved within assigned resolution time) / (Critical Fault solved within assigned resolution time +TF Critical) x 100	More than 98 %	2 x TF _{Critical}
2	HCF= (High Fault solved within assigned resolution time) / (High Fault solved within assigned resolution time +TF High) x 100	More than 95 %	1 x TF High
3	LCF= (Low Faults solved within assigned resolution time) / (Low faults solved within assigned resolution time +TF Low) x 100	More than 90 %	1.1 0.5 x TF Low

6. INCIDENT REPORTING

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

7. MONTHLY REPORTS

No later than 5:00 pm on the 5th (fifth) Business Day of each month, the Service Provider shall submit to TPC a report on the performance of its obligations under the Agreement during the previous month along with Tax Invoice, covering at a minimum:

- a) List of Personnel working and updated on monthly basis for the duration of the Agreement by the way of an exception report indicating the incoming and exiting Personnel for implementation in attendance system of TPC;
- b) Performance on KPIs;
- c) Tax Invoice;
- d) Proof of Payment of Wages to Personnel of Previous Months (Bank Statements);
- e) Proof of Payment of EOBI and ESSI;
- f) Any other requirement to check compliance with the Laws of Pakistan and Services.

Appendix-I

Facilities



Parking



Lift



24/7 Genset



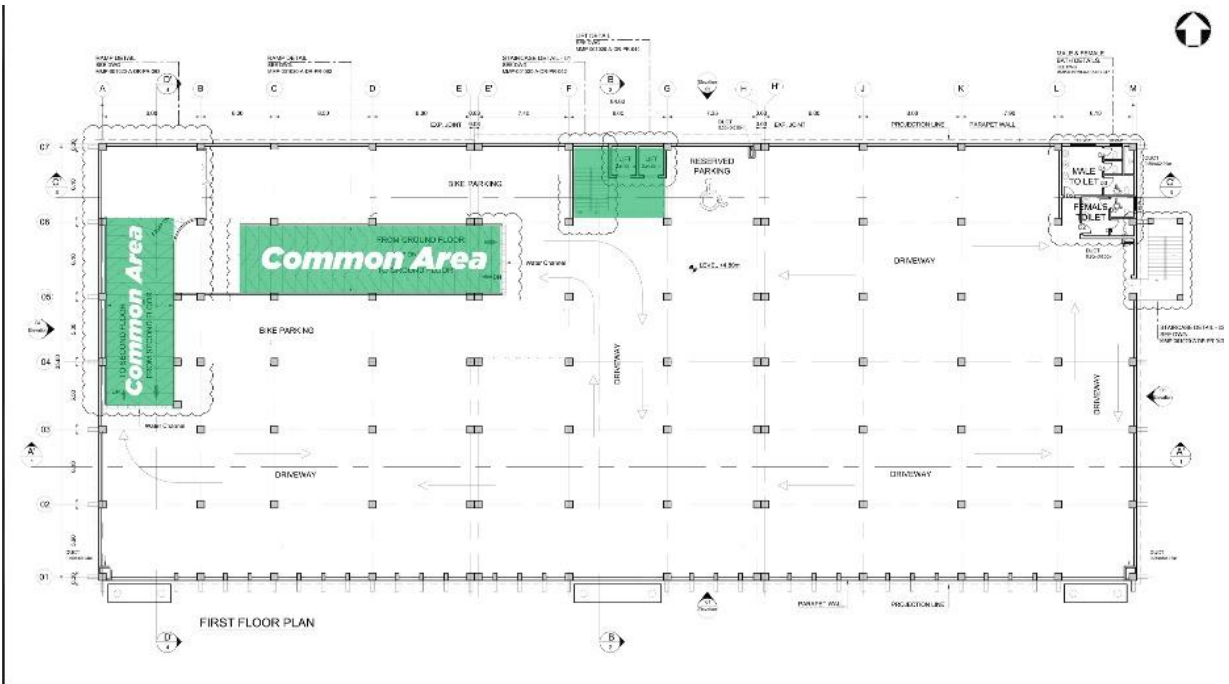
Spare Transformer

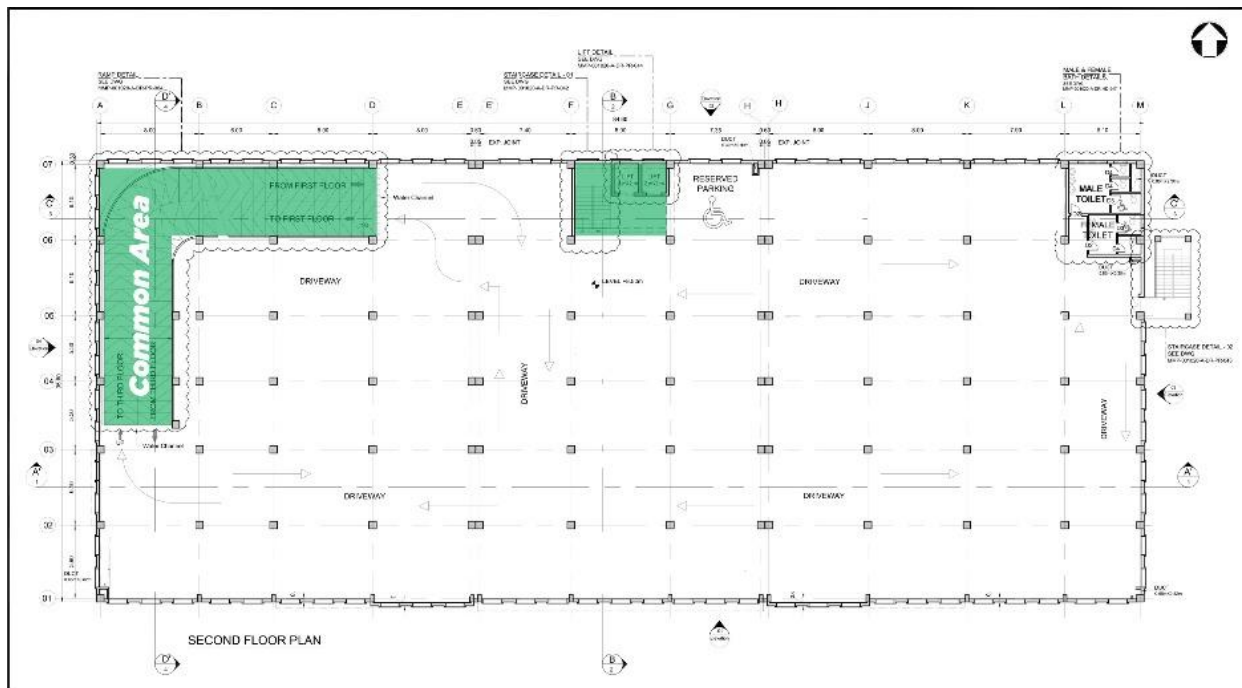
Janitorial Services



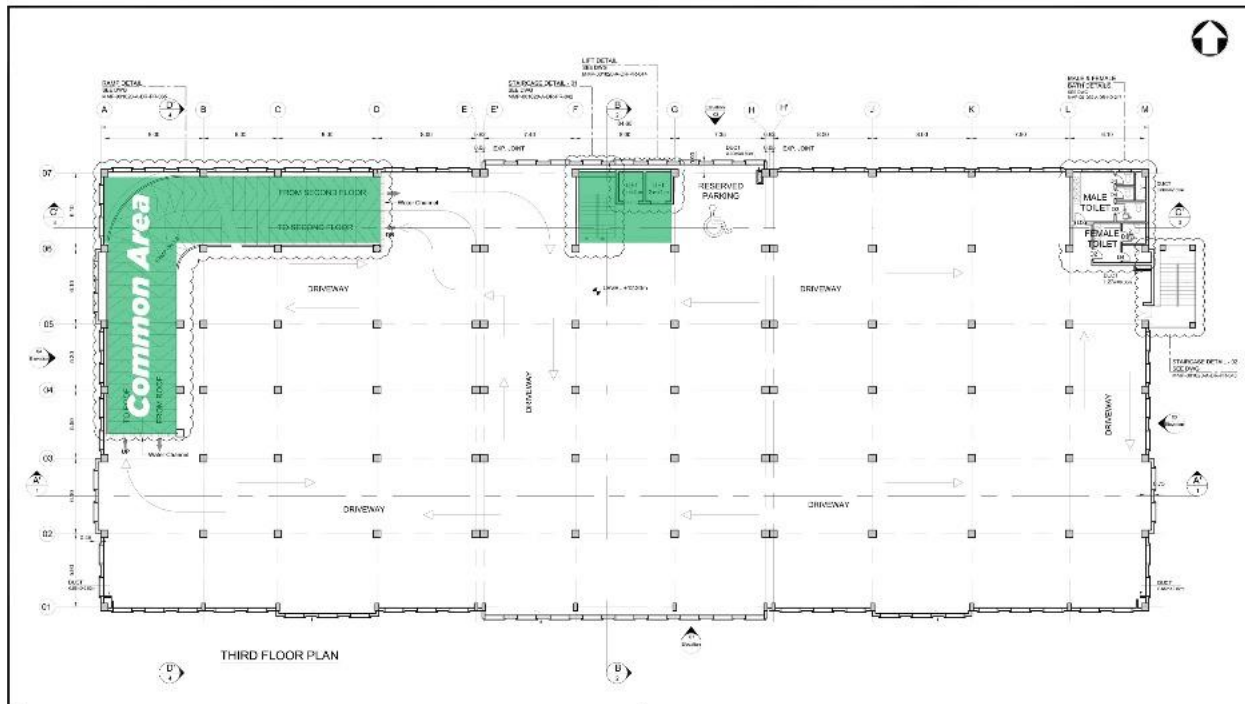
Camera Surveillance

Appendix-II

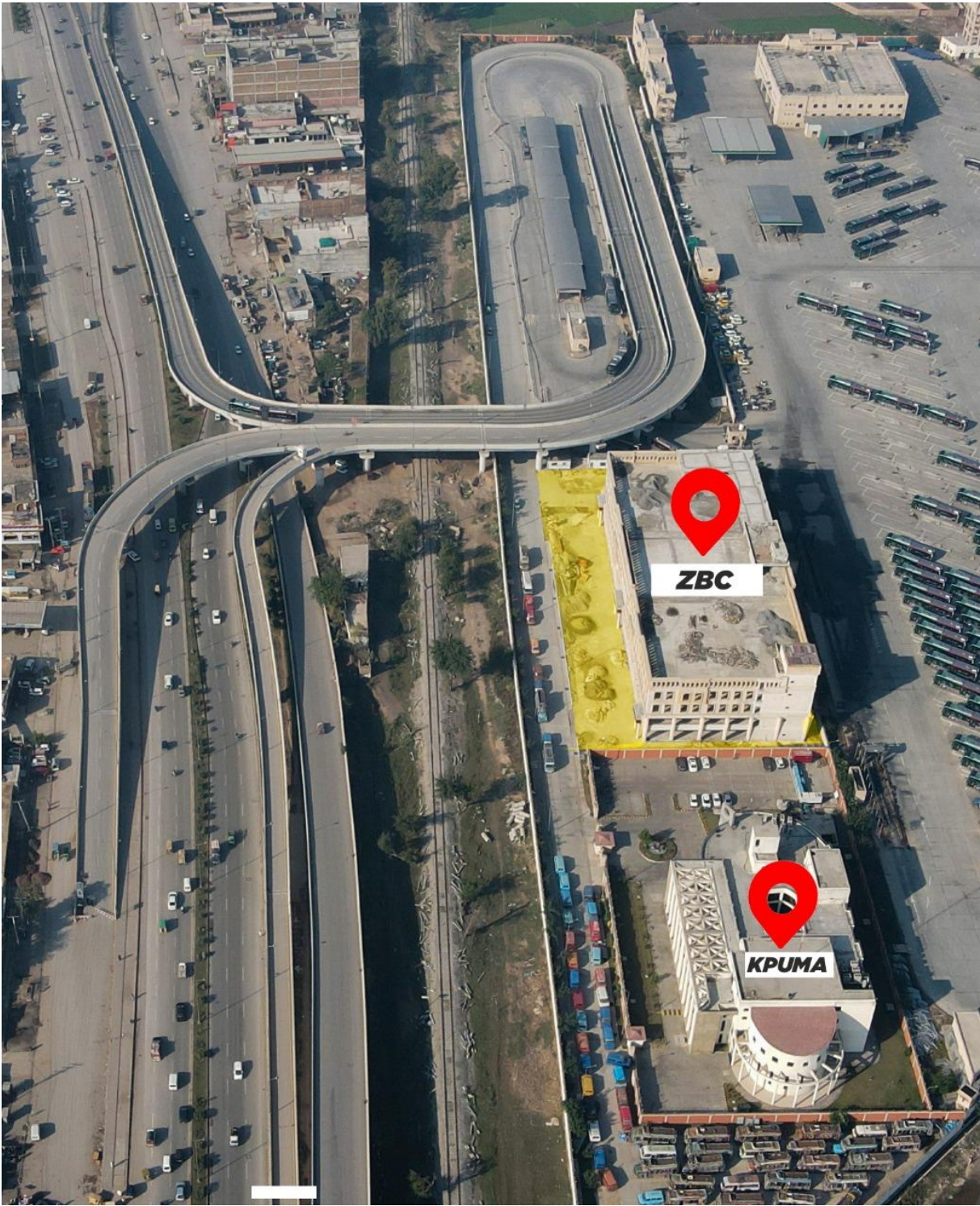








Appendix-III



Appendix IV

Minimum Training Requirements

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

		services about fire	<p>B. Activate fire alarm on detection of fire.</p> <p>C. Alert emergency services about the outbreak of fire.</p> <p>D. Guide emergency services about the location of the fire in the building.</p> <p>E. Guide emergency services about any staff/visitors trapped inside the building.</p>
7	Incident reporting	Inform the relieving Personnels about incident happenings in the previous shift and fill incident report form in English/Urdu.	<p>A. Report to Manager Security about incidents.</p> <p>B. Report shift supervisor about the incidents.</p> <p>C. Fill in incident report forms. (Service provider to share the specimen)</p> <p>D. Fill in the incident excel database about the details of the incident.</p>
8	Use of CCTV, Intercom, VHF, and inspection mirrors	<p>The Personnel should be proficient in the use of the following:</p> <ul style="list-style-type: none"> • CCTV; • Computer Literacy; • Communication and use VHF; • Intercom; • Telephones. 	<p>A. Proficient in the use of CCTV, retrieving and saving a recording of a video, troubleshooting the cameras for flickering, and changing the positions of a camera from one place to another when required (Personnels employed in CCTV room).</p> <p>B. All Personnels should be proficient in the use of intercom, VHF, and telephones.</p>
9	Use of computer Microsoft word, excel, and emails	The Personnel's supervisor must be proficient in the following. use of computer Microsoft word, excel, and emails, CCTV and be able to use and communicate with VHF, intercom, telephones.	<p>A. Maintain a logbook and excel database record in a specified format (<i>Format specimen to be shared with the client as Annexures for approval</i>) and submit daily to the security manager through email about the following:</p> <ol style="list-style-type: none"> All movable items are brought in or out from the ZBC building. All security violations. Incident reports/occurrences. All entering person(s) and vehicle(s). Personnels ok report, Personnels leave with reliever details. Personnels shift change on fortnightly basis.

AGREEMENT FOR ZU BUSINESS CENTER FACILITY MANAGEMENT AT CHAMKANI

between

TransPeshawar Company

and

[SERVICE PROVIDER]

Date: XX. XX. 2025

CONTENTS

SERVICE AGREEMENT FOR ZU BUSINESS CENTRE FACILITY MANAGEMENT AT CHAMKANI	1
PART A - GENERAL	1
1. Preliminary Matters.....	1
2. Appointment of Service Provider	2
3. Performance Security	2
4. Payment for Services	3
5. Tax.....	3
PART B - THE EQUIPMENTS.....	3
6. The Equipment	3
7. Delivery, Care and Ownership of the Equipment	4
PART C - SERVICE PROVIDER RESPONSIBILITIES.....	4
8. General Obligations – Equipment and Operations	4
9. Operations and Maintenance of the Equipment	5
10. Operating Licenses.....	7
11. Technical Staff.....	7
12. Co-operation with Other Contractors	7
13. Uniforms	7
14. Monitoring of the Services	7
15. Incident Reporting	8
16. Other responsibilities	8
PART D - MAINTENANCE OF EQUIPMENT	8
17. General Obligations.....	8
18. Maintenance.....	9
19. Spare Parts	10
20. Tools and equipment	10
PART E - AUTHORISED REPRESENTATIVES, PROTOCOLS AND SERVICES NOTICES ..	10
21. Authorised Representative	10
22. Service Notices, Protocols and Amendments	10
PART F – LIQUIDATED DAMAGES	10
23. Liquidated Damages.....	11
PART G – WARRANTIES AND CHANGE IN OWNERSHIP	11

24. Warranties, Undertakings and Indemnities	11
PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION	13
25. Force Majeure	13
26. Breach and Termination	15
27. Dispute resolution.....	16
PART I - MISCELLANEOUS MATTERS	17
28. Hazardous Substances.....	17
29. Intellectual Property	17
30. Insurance.....	18
PART J - FINAL PROVISIONS	18
31. Addresses and notices	18
32. Change in Law	19
33. Remedies	19
34. Confidentiality	19
35. Severance	19
36. No agency	20
37. Corruption and Fraud.....	20
38. Entire Agreement.....	20
39. No stipulation for the benefit of a third person.....	20
40. No representations	20
41. Amendment	20
42. Indulgences	21
43. General co-operation	21
44. Governing law	21
45. Language	21
46. Independent advice	21
47. Good faith.....	21
48. Survival of rights, duties and obligations.....	21
49. Assignment.....	22
50. Waiver	22
51. Costs	22
ANNEX A	1

DEFINITIONS AND INTERPRETATION1

1. Definitions.....2

2. Interpretation7

THIS AGREEMENT FOR ZU BUSINESS CENTER FACILITY MANAGEMENT AT CHAMKANI (the “**Agreement**”) is made at Peshawar on this ____ day of Month, 2025

BETWEEN

1. **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan on February 09, 2017 and whose registered office is at 1st Floor, KPUMA Building, Chamkani, GT Road, Peshawar, KPK, Pakistan (hereinafter referred to as “**TPC**”); and
2. **<Insert name of Service Provider>**, a Company/Firm/Sole Proprietor incorporated in [.....], with registration no/CNIC. [.....] and whose registered address is at [.....] (hereinafter referred to as “**Service Provider**”).

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

WHEREAS:

- A. TPC is a corporate entity established by the Government of Khyber Pakhtunkhwa, Pakistan responsible for the design, procurement, implementation, and ongoing BRT operations in the Peshawar BRT System. TPC intends to hire a Service Provider for the “**Zu Business Centre Facility Management at Chamkani**” and other related activities (hereinafter called the “**Services**”). TPC intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as per the Agreement.
- B. The Service Provider has submitted a bid to TPC with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental thereto, and that it is in a position to provide the Services in a more effective and efficient manner whereby the TPC’s Services and other related activities can be achieved in a more timely and efficient manner (hereinafter referred to as the “**Service Provider’s Representation**”).
- C. Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to TPC for the provision of Services and TPC, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms and conditions.

NOW THE AGREEMENT PROVIDES THE FOLLOWING GENERAL CONDITIONS OF CONTRACT:

PART A - GENERAL

1. Preliminary Matters

1.1 Definitions and Interpretation

- 1.1.1 The defined words and expressions set out in Clause 1 of Annex A [*Definitions and Interpretation*] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause 2 of Annex A [*Definitions and Interpretation*] hereof shall apply to the Agreement.
- 1.1.2 In the event of any inconsistency between the provisions of the body of this Agreement and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:
 - (a) the body of this Agreement, including Annex A and Particular Condition;
 - (b) Annex B [Letter of Award];
 - (c) Annex C [Schedule of Requirements];

- (d) Annex D [Payment Calculation Schedule];
- (e) Annex E [Performance Security],
- (f) Annex F [Request for Proposal and Proposal of Service Provider]
- (g) Annex G [Integrity Pact]

1.2 Effect of this Agreement

The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

1.3 Conditions Precedent

TPC shall issue a Service Notice to Service Provider indicating the date upon which the Services are to commence subject to conditions precedent are met.

2. Appointment of Service Provider

2.1 Appointment

- 2.1.1 TPC's signing this Agreement shall indicate its appointment of the Service Provider to provide the Services. Such appointment shall only be effective as of the Effective Date.
- 2.1.2 The Service Provider hereby accepts the appointment by TPC and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

2.2 Commencement of the Services and Term

- 2.2.1 The Service Provider shall provide the Services from the Commencement Date until the Termination Date.
- 2.2.2 Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term as mentioned in Particular Condition (**PC**) commencing from the Commencement Date. After initial term, Agreement may be extended subject to satisfactory performance and approval of TPC for a period as mentioned in **PC**.

3. Performance Security

- 3.1 The Service Provider shall ensure that it maintains with TPC a valid and enforceable Performance Security until the Service Provider has fulfilled all its obligations under the Agreement. The Service Provider shall have delivered to TPC as a Condition Precedent the duly executed Performance Security in the specified form and in the amount as mentioned as **PC**. The Performance Security shall have a term of one (01) year and shall be renewed or replaced and delivered to TPC no later than thirty (30) days before its expiry. TPC shall return the previously provided Performance Security to the Service Provider within fourteen (14) days of the receipt of the replacement of Performance Security.
- 3.2 Subsequent to the delivery of the initial Performance Security, the Service Provider shall thereafter ensure that the amount of the renewed or replacement Performance Security is of amount mentioned in **PC**.
- 3.3 The Performance Security shall be issued in format as mentioned in **PC**.
- 3.4 If the Service Provider fails to provide TPC with a replacement Performance Security as required under this Agreement, TPC may (without prejudice to other remedies it may have under the contract and the law) immediately liquidate all or part of the Performance Security.

- 3.5 If the Performance Security is liquidated, either fully or partially, the Service Provider is obliged to replenish the Performance Security in full within seven (07) days of the date of any liquidation thereof. If the Service Provider fails to replenish the Performance Security in accordance with this clause, this shall constitute a material breach of this Agreement and TPC shall be entitled to liquidate the remainder of the Performance Security and Reserve Fund and terminate this Agreement pursuant to clause 27.1.
- 3.6 The proceeds from the performance Security shall be payable to the TPC as compensation for any loss and/ or liquidated damages resulting from Service Provider's fault or failure to complete its obligations under the Agreement.
- 3.7 Subject to the fulfilment by the Service Provider of all of its obligations satisfactorily under this Agreement, the Performance Security shall be released by TPC within thirty (30) days after the Termination Date.
- 3.8 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Service Provider.

4. Payment for Services

- 4.1 Payment to the Service Provider for the provision of the Services shall be made in accordance with procedure mentioned in **PC**.
- 4.2 Without prejudice to any other remedies or options available to it, TPC shall be entitled to adjust any amount in upcoming payment which are due to either Party.
- 4.3 Any payment to the Service Provider shall not constitute a waiver of any right held by TPC in respect of a breach of this Agreement by the Service Provider.

5. Tax

- 5.1 To the extent that the Services or any additional activities and/or services offered by the Service Provider pursuant to this Agreement are taxable, the Service Provider agrees to bear all Applicable taxes, charges, duties and/or tariffs by itself and, upon request from TPC, provide proof that such obligations have been satisfied in full.
- 5.2 Withholding of all taxes will be made as per applicable law. In case the services are exempt from withholding taxes, the Service Provider shall at all times be in possession of a valid tax exemption certificate and shall provide the same to TPC along with each invoice / bill for payment. In case the services are exempt from sales tax, the service provider shall furnish a valid reference of exemption from the applicable tax law.
- 5.3 TPC may cease all payments to the Service Provider in respect of any period during which the Service Provider is not in compliance with the provisions of clauses 5.1 & 5.2 above. Upon such compliance by the Service Provider, TPC shall affect payment of all amounts that had been withheld pursuant to this clause.

PART B - THE EQUIPMENTS

6. The Equipment

- 6.1 TPC shall hand over Equipment as mentioned in SOR to Service Provider for Operation and Maintenance. Equipment is defined in SOR and **PC**.
- 6.2 The Equipment shall be handed over to the Service Provider at locations with details given in Schedule of Requirement (SOR) within duration as mentioned in **PC** from date of Commencement.
- 6.3 For the duration of this Agreement, unless agreed otherwise in writing by the Parties, the Service Provider shall use the Equipment solely for the provision of the Services in accordance with this Agreement.
- 6.4 Legal title to and ownership of the Equipment (including all associated tools and equipment) shall remain with TPC.

- 6.5 The Service Provider shall not create or allow the creation of any Encumbrance in any manner of any or all of the Equipment without the prior written consent of TPC.
- 6.6 TPC shall not hold Service Provider responsible to provide services outside the capability of the Equipment furnished, installed and commissioned unless mentioned in SOR.
- 7. Delivery, Care and Ownership of the Equipment**
- 7.1 TPC shall handover the Equipment allocated to the Service Provider on the relevant Equipment Date(s) and the Service Provider shall be obliged to accept such handover in accordance with this Agreement.
- 7.2 The Equipment shall be properly maintained by the Service Provider in accordance with the manufacturer's standards and/or requirements.
- 7.3 TPC shall be entitled to conduct unscheduled inspections of each Equipment to ensure that it continues to be in compliance with the SOR and in satisfactory operational condition. If any Equipment is found not to be in compliance with the SOR or in unsatisfactory condition, TPC shall immediately inform the Service Provider and the Service Provider shall, within a reasonable time or a time determined by TPC, effect the required repairs/replacement at its own cost.
- 7.4 If an Equipment requires repair/replacement and is not so repaired/replaced by the Service Provider within a reasonable time or the time determined by TPC, TPC shall be entitled to either liquidate a part or all of the Performance Security for purposes of effecting such repairs/replacement.

PART C - SERVICE PROVIDER RESPONSIBILITIES

8. General Obligations – Equipment and Operations

- 8.1 The Service Provider shall abide by all the terms, rules and regulations in accordance with this Agreement (including the SOR) and the Applicable Law.
- 8.2 The Service Provider shall employ and engage trained and skilled staff (within 07 days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of TPC.
- 8.3 The Service Provider shall provide the list of Service provider's personnel required for the Service in designated area (s) under the Agreement, along with their basic information along with sufficient details, to TPC for security clearance and issuance of permit, if required. The list to be shared on monthly basis or at time when changes occur. Furthermore, the Service provider shall provide registration details of vehicles, used for delivery and otherwise essential for the execution of services, requiring access to BRT corridor for maintenance of Equipment, if applicable.
- 8.4 The Service provider shall maintain vigilant supervision over its staff at all times. Dress code is to be applied with their service I.D for their distinct recognition. Apart from generally applied moral code the personnel of the service provider shall avoid to use any kind of toxic and/ or narcotics substance.
- 8.5 The Service Provider be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with TPC's rules, regulations and instructions issued from time to time.
- 8.6 The Service Provider staff shall communicate with all in a customer friendly, professional and helpful manner.
- 8.7 The Service Provider shall ensure presence of its authorized representative(s) at any BRT site or TPC office at short but reasonable notice when so required by TPC and respond to queries of TPC in a timely manner.

- 8.8 The Service Provider shall be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI in accordance with the Applicable Law. The Service Provider shall not engage staff below minimum wage as notified under Applicable Law. TPC shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this contract. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service provider.
- 8.9 The Service Provider shall be responsible that it does not engage or continue to engage any person having a criminal record/ conviction or otherwise undesirable persons.
- 8.10 TPC requires all Employees who are required to fulfil their duties in view of the public to wear uniforms at all relevant times during the rendering of the Services. The Service Provider shall ensure that its Employees are appropriately attired in the prescribed Uniforms. The Service Provider shall comply with the specification and/or design provided by TPC from time to time.
- 8.11 The Service Provider shall take prompt and reasonable action for resolution of each complaint and maintain a Log book, containing details regarding Turnaround Time (TAT), parts repaired/replaced, Service person etc., of each complaint received and resolved. TPC may prescribe a format of the Log book or established an electronic system, which shall be mandatory for the Service Provider to adopt. This includes resolution of complaints received from tenants as well as technical nature from TPC.
- 8.12 Agree to remove from the site, whenever required to do so by the TPC, any personnel considered by TPC to be unsatisfactory or undesirable.
- 8.13 Be liable to the penalty and Liquidated Damages for any loss incurred or suffered/any damage caused to movable or immovable property of TPC, on account of delayed, deficient or inadequate Services, or any actions adversely affecting warranty of the Equipment, or interruption in the smooth operations of BRT System for reasons directly and solely attributable to the Service provider.
- 8.14 Report immediately to TPC any kind of material incident (to the extent of scope of Service Provider required as per this Contract) including but not limited to damage to TPC property and provide photographs of the incident.
- 8.15 The Service Provider shall ensure their personnel do not enter into the BRT territory without valid entry cards/permit issued by the TPC, if applicable
- 8.16 The Service Provider shall ensure that the Equipment at all times is in compliance with the SOR, the requirements of any applicable specifications and the Applicable Law.
- 8.17 The Service Provider shall maintain detailed Equipment maintenance and repair records for the duration of this Agreement. TPC shall be entitled to audit such records upon giving the Service Provider no less than twenty-four (24) hours' notice. The Service Provider shall also provide these records (or any portions thereof) as may be reasonably requested by TPC.
- 8.18 Unless expressly specified in this Agreement, the Service Provider shall solely be responsible for all cost and/or expenses associated with the fit-out, furnishing, administration, office space and/or any and all operational costs associated with its operations until the Termination Date.

9. Operations and Maintenance of the Equipment

- 9.1.1 The Service Provider shall provide the Services strictly in accordance with the SOR and any further instructions of TPC given pursuant to this Agreement.
- 9.1.2 The Service Provider shall be obliged to log a report with TPC within fifteen (15) minutes of the occurrence (or as soon as practicable thereafter) of any incident/accident, detailing the nature and location of the incident and where applicable, details of the parties involved.

- 9.1.3 From the Commencement Date and for the duration of the Agreement, the Service Provider shall be entitled to operate the Equipment and provide services in accordance with SOR.
- 9.2 Temporary interruptions, delays or deviation from Services
- 9.2.1 The cancellation of Services by the Service Provider shall only be permitted if such cancellation is due to:
- (a) weather conditions (subject to prior agreement with TPC), or any Event of Force Majeure; or
 - (b) immediate danger to life and/or personal injury and/or serious damage to property,
- in which event, TPC and the Service Provider shall meet in good faith on an urgent basis, to agree upon the deviation from the Services to be allowed and the expected date and/or time of recommencement of the Services, or if the Parties fail to reach agreement within one (1) hour after having met for the first time, TPC's decision shall be final and binding on the Parties.
- 9.2.2 Where the Service Provider is of the opinion that Services should be cancelled due to boycott action, intimidation, violence, strike action or any threats of the foregoing, either against the Service Provider or generally, the Service Provider shall refer the matter to TPC for its decision, which shall be final and binding and not be subject to the provisions of clause 28. Should TPC decide that such cancellation is justified, no Liquidated Damages shall apply. However, should TPC decide that such cancellation is not justified and the Service Provider nevertheless fails to render the Services for any period of time whilst the action or threats contemplated above continue, the Service Provider shall be penalised in accordance with clause 24 and the SOR and no payment shall be made in respect of such cancelled Services.
- 9.2.3 The Service Provider shall inform TPC immediately of any proposed cancellation of any Services pursuant to clause 9.2.1(a) and/or clause 9.2.1(b) and the Parties shall meet on an urgent basis to agree upon the deviation to be allowed and the recommencement of the Services, or if they fail to reach agreement within a reasonable time as determined by TPC, TPC's decision shall be final and binding on the Parties and clause 28 shall not apply in relation to TPC's decision.
- 9.3 Skill and care in rendering uninterrupted Services
- 9.3.1 The Service Provider shall exercise the highest degree of skill, care and diligence in the provision of the Services to the reasonable satisfaction of TPC.
- 9.3.2 Without limiting the generality of the foregoing, the Service Provider shall provide the Services at a standard which would reasonably avoid the incurring of Liquidated Damages as contemplated in the SOR.
- 9.3.3 The Service Provider acknowledges and accepts that it is imperative for the success of the System that the Services are rendered without interruption or delay and undertakes to do all things reasonably necessary to ensure such uninterrupted, prompt and efficient service.
- 9.4 Compliance with standard operating and control procedures and requirements
- 9.4.1 The Service Provider shall at all times comply with any standard operating and control procedures and requirements for the day-to-day administration, monitoring, control and performance of this Agreement as may be reasonably determined by TPC from time to time and the specific circumstances under which the System operates from time to time, which shall include the SOR.

10. Operating Licenses

- 10.1 The Service Provider shall maintain the validity of all Operating Licences required for the business, if required under Applicable Law, for the duration of this Agreement and shall ensure that the terms or conditions of such Operating Licenses are not contravened.

11. Technical Staff

- 11.1 No later than 30 days before the Commencement Date, the Service Provider shall employ one or more Project Manager for coordination with TPC and dealing of day-to-day matters. They shall be fluent in the language for day-to-day communications. His name, duty, authority and any changes therein shall be communicated in writing to TPC.
- 11.2 The Service Provider shall hire Technical Staff who are suitably qualified and shall ensure that all Technical Staff for duration of the Services remain suitably qualified, trained and meet the requirements set out in the SOR and any Applicable Laws. TPC may implement their attendance system in their biometric system for monitoring.
- 11.3 Notwithstanding any Liquidated Damages that may be applied pursuant to this Agreement, in relation hereto, where a Technical Staff operates an Equipment in contravention of any Applicable Law and/or the requirements of the SOR, TPC shall be entitled to demand (and the Service Provider shall be obliged to promptly comply with such demand) that such Technical Staff is immediately removed from the System and replaced with another Technical Staff who is suitably qualified.

12. Co-operation with Other Contractors

- 12.1 Where interaction between the Service Provider and any Other Contractors/Service Providers is required in accordance with this Agreement, in practice or in accordance with a Service Notice or Protocol, for the efficient and effective operation of the BRT system, the Service Provider shall co-operate with Other Contractors/Service Providers and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with Other Contractors, in accordance with the Service Notice or Protocol, as the case may be.
- 12.2 Should the Service Provider and Other Contractors fail to reach an agreement as contemplated in clause 12.1, TPC shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between them, as the case may be.
- 12.3 In any event, notwithstanding the provisions above, TPC shall at all times be entitled to issue Protocols regulating the interaction between the Service Provider and Other Contractors/Service Providers.
- 12.4 The Service Provider shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement between the Service Provider and Other Contractors in accordance with clause 12.1 above.

13. Uniforms

- 13.1 The Service Provider shall ensure that its Employees are appropriately attired in the Uniforms prescribed in the SOR or as prescribed by the TPC (as may be amended from time to time).

14. Monitoring of the Services

- 14.1 TPC shall be entitled to require regular written reports from the Service Provider in such reasonable form, detail and frequency as may be determined by TPC or to call meetings with the Authorised Representative of the Service Provider on reasonable notice, for any purposes regarding the performance of the Services and/or the implementation of this Agreement.

- 14.2 An Authorised Representative of TPC shall at all reasonable times be given access to the Equipment, Employees and any place where the Services (or any portion thereof) are being performed to satisfy itself as to the Service Provider's compliance with its obligations under this Agreement and for purposes of assessing the Service Provider's performance against agreed KPIs. TPC shall be entitled to conduct random or schedule inspections of any Equipment, its component or its subsystems.

15. Incident Reporting

- 15.1 Should the Service Provider become aware of events or circumstances which have prevented, are preventing or will prevent the Service Provider from providing the Services, the Service Provider shall immediately after becoming so aware, advise TPC of such events or circumstances and also indicate the manner in which the provision of the Services were, are or are going to be impacted.
- 15.2 In addition to any obligations under Applicable Law, the Service Provider shall immediately after its occurrence notify TPC or its Authorised Representative of any accident relating to the Services (whether or not an Equipment has been involved) in which persons have been injured or killed.
- 15.3 The Service Provider shall be required to report all other incidents as may be further defined by a Protocol, excluding such incidents as described in clause 15.2 above, to TPC in writing within two (2) Business Days of the Service Provider becoming aware or where a prudent Service Provider should have reasonably become aware of the incident.
- 15.4 The Service Provider shall report any acts of vandalism or damage to Equipment to TPC within one (1) day of becoming aware of their occurrence.

16. Other responsibilities

- 16.1 The Service Provider shall be responsible for the safe disposal of waste, oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law and/ or in the manner as prescribed by the TPC.
- 16.2 The Service Provider shall at its own cost comply with all labor, employment, occupational health and safety regulations and standards applicable to the Services.
- 16.3 The Service Provider shall be liable to compensate, replace, repair (whatever the case may be) as per original specification or as per work order issued by TPC for any damage caused to the property of TPC.

PART D - MAINTENANCE OF EQUIPMENT

17. General Obligations

- 17.1 The Service Provider shall, at all times during the term of this Agreement, ensure that all Equipment utilised in rendering of the Services are kept in a state of good repair and maintained in accordance with the Equipment Supplier requirements and/or recommendations and the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall:
- 17.1.1 be liable for any damage caused to the Equipment in accordance with its obligations under this Agreement; and
 - 17.1.2 at all times, unless expressly stated otherwise in this Agreement, be responsible for the service, maintenance and upkeep of the Equipment, including during the Defect Liability Period.

18. Maintenance

- 18.1 The Service Provider shall at all times be required to service, maintain and repair the Equipment at its own cost and in strict accordance with the specifications, requirement and/or recommendations of the Equipment Supplier as notified to the Service Provider from time to time. The Service Provider shall not do anything which has the effect of voiding any warranty provided by an Equipment Supplier in respect of any of the Equipment. The Service Provider shall do all things required to ensure that TPC does not in any way breach its obligations under the Equipment Sale Agreement.
- 18.2 The Service Provider shall, at its own cost, ensure that each Equipment undergoes an Equipment Inspection Test according to Applicable Law and the results and other records relating to such tests shall be maintained and made available to TPC at its request. TPC may, in its discretion, request that the results of each such test be forwarded to TPC within seven (7) days of the completion of each such test.
- 18.3 If at any time Equipment is in need of service, maintenance and/or repair and the Service Provider fails to make such repair within a reasonable time, TPC shall notify the Service Provider of such failure and shall indicate in that notice the type of service, maintenance and/or repair that is required and the period within which such service, maintenance and/or repair must be completed. If such service, maintenance and/or repair is not completed within the time specified in TPC's notice, TPC shall be entitled to affect such service, maintenance and/or repair at the cost and expense of the Service Provider in which case TPC may, in its discretion, liquidate partially or fully the Performance Security.
- 18.4 The Service Provider shall maintain a complete and detailed record of all service, maintenance and/or repairs (including the cost of any such service) for each Equipment and shall, upon reasonable notice, make such records available to TPC for audit and/or inspection.

19. Reserve Fund

- 19.1 The Service Provider shall establish the Reserve Fund which shall be maintained by TPC as security against any amounts which may become due and payable to TPC for any reason whatsoever including but not limited to payments payable to TPC as compensation for any loss and/ or liquidated damages resulting from Service Provider's fault or failure to complete its obligations under the Agreement during the term of this Agreement, if provided in **PC**.
- 19.2 The Reserve Fund shall be built up from amounts retained by TPC from payments to be made to the Service Provider. TPC shall retain Five percent (5%) of each payment due to the Service Provider, up to the amount mentioned in **PC**. The Service Provider shall not withdraw from the account/ Reserve Fund without written permission of TPC.
- 19.3 Subject to clause 19.4, TPC shall be entitled to, in accordance with the express terms of this Agreement, make withdrawals from the Reserve Fund at any time after the Commencement Date.
- 19.4 The Service Provider shall name TPC as a co-beneficiary on the Reserve Fund account and execute all documents and do all things necessary to ensure that the bank or other financial institution with whom the Reserve Fund is established is authorized and empowered to, upon first written demand from TPC, immediately withdraw and/or transfer the demanded amounts to TPC with or without objection from the Service Provider.
- 19.5 After initiating withdrawal from the Reserve Fund, TPC will notify the Service Provider of the Service Provider's breach of a specific obligation under the Agreement, and will provide relevant details in respect of the breach.

19.6 If the Reserve Fund is liquidated, either fully or partially, the Service Provider is obliged to replenish the Reserve Fund, in the amount so liquidated, within seven (07) days of the date of any liquidation thereof. If the Service Provider fails to replenish the Reserve Fund in the amount so liquidated in accordance with this clause, this shall constitute a material breach of this Agreement and TPC shall be entitled to liquidate the remainder of the Reserve Fund and Performance Security and terminate this Agreement pursuant to clause 27.1.

19.7 If, upon the expiry of the term of the Agreement or its earlier termination under the Agreement, no amounts are due and/or payable to TPC under this Agreement, then the Service Provider shall be entitled to the release of Reserve Fund, subject to the approval of TPC.

20. Spare Parts

20.1 The Service Provider is required to stock and secure spare parts store (at his own cost) as well as provide suitably qualified staff members to manage such store in accordance with the SOR.

20.2 To the extent any spare part is required for the performance of the Services, the Service Provider shall be responsible for providing the same at its own cost and expense.

21. Tools and equipment

21.1 The Service Provider is required to provide the required tools and equipment to maintain the Equipment and/or otherwise to provide the Services in accordance with the SOR.

PART E - AUTHORISED REPRESENTATIVES, PROTOCOLS AND SERVICES NOTICES

22. Authorised Representative

22.1 TPC and the Service Provider shall notify each other, by no later than five (5) days after the Effective Date, of the identity and contact details of their Authorised Representatives. Each Party shall be entitled to replace such Authorized Representative by notice to the other Party.

22.2 In addition to TPC's Authorized Representative, TPC shall, by written notice to the Service Provider, be entitled to engage a System Controls Service Provider and/or otherwise delegate from time to time certain of its obligations under this Agreement. TPC shall clearly specify the responsibility(ies) and/or authority(ies) of such delegate in the notice to the Service Provider. The Service Provider agrees to cooperate fully with any such delegate as a representative of TPC.

22.3 Unless it is stated otherwise in the notice of a Party, a Party's Authorized Representative shall be entitled to bind such Party for any and all purposes connected with this Agreement.

22.4 All Service Notices and other notices required under this Agreement, unless expressly stated otherwise in this Agreement (or instructed in writing by the Party to whom notice is to be given) shall be directed to the Authorised Representative of such Party.

22.5 Without derogating from the generality of this clause 22, TPC and the Service Provider, as the case may be, shall be entitled to appoint further Authorised Representatives for specific matters as detailed in its notification of such Authorized Representative.

23. Service Notices, Protocols and Amendments

23.1 TPC shall be entitled to issue Protocols under this Agreement or for interaction with other Services Provider/Contractors or use of common facilities within BRT system.

23.2 TPC shall be entitled to issue reasonable Protocols or amend previously issued Protocols on twenty-four (24) hours' notice to the Service Provider in the case of urgent matters and on seven (7) days' notice in respect of all other matters.

PART F – LIQUIDATED DAMAGES

24. Liquidated Damages

- 24.1 TPC shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this clause 24 and the SOR for the Service Provider's failure to achieve certain KPIs as indicated in the SOR.
- 24.2 The Parties agree that the amounts specified in this clause 24.2 and the SOR for the Service Provider's failure to achieve certain KPIs represent the likely loss to TPC as a result of any failure of the Service Provider to meet the KPIs and are reasonable and constitute liquidated damages and not a penalty. The Service Provider further waives, to the extent permitted by Applicable Law, any defence as to the validity and quantum of Liquidated Damages set out in this Agreement on the grounds that such Liquidated Damages are void as penalties or otherwise.
- 24.3 TPC shall be entitled to conduct audits of the Service Provider's operations at any time without notice in order to ensure the continued compliance with this Agreement and that the Service Provider continues to achieve the various indicated KPIs. Such audits may be conducted in relation to the Equipment, the Services, Service Provider's staff, Service Provider's offices (including service and performance records) and any other place where any element of the Service is being performed.
- 24.4 To the extent that TPC discovered an instance of the Service Provider's failure to achieve a particular KPI, TPC shall notify the Service Provider with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated in the SOR. TPC may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 24.5 If Liquidated Damages are imposed, then TPC shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice or in increments from several subsequent invoices.
- 24.6 The maximum number of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the SOR.

PART G – WARRANTIES AND CHANGE IN OWNERSHIP

25. Warranties, Undertakings and Indemnities

- 25.1 Service Provider Warranties
- 25.1.1 The Service Provider acknowledges that TPC has entered into this Agreement relying on the strength of the warranties given to TPC by the Service Provider and that the warranties are given with the intention of inducing TPC (which has been so induced) to enter into this Agreement on the basis that such warranties are and shall be correct for the duration of this Agreement.
- 25.1.2 Each Service Provider Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in this Agreement.
- 25.1.3 The Service Provider accordingly warrants and undertakes that:
- (a) it is properly constituted and incorporated in accordance with the Applicable Law;
 - (b) it has conducted site inspection and examined the functionality and condition of all Equipment;
 - (c) it has thorough knowledge of the Equipment, brand, model, performance and its quality and have done site inspection of all Equipment;
 - (d) It has examined the specification of Equipment and made all due diligence in estimation of all operation and maintenance costs of Equipment and services under the Agreement;

- (e) Satisfied himself with all the economic, financial and legal variables including but not limited to foreign exchange rates, inflation rates, minimum wage rates, customs and tax rates and all related labor and legal obligations;
- (f) Satisfied himself of all conditions and circumstances affecting Contract price;
- (g) it has the power, authority and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
- (h) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (i) the obligations expressed to be assumed by the Service Provider under this Agreement are legal, valid, binding and enforceable to the extent permitted by Applicable Law;
- (j) it will on operation date hold, in cash, an amount equivalent to the acquisition cost of all required tools, equipment, furniture and other basic business materials required for the operating of its business, plus the necessary working capital required during the pre-operational and initial operational period;
- (k) it is and will be in compliance with all Applicable Laws;
- (l) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Service Provider, pending or threatened against it (including its shareholders) or any of its assets which will or might have a material adverse effect on the ability of the Service Provider to perform its obligations under this Agreement;
- (m) it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Service Provider to perform its obligations under this Agreement;
- (n) no proceedings or other steps have been taken and not discharged (nor threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (o) all information disclosed by or on behalf of the Service Provider to TPC is true, complete and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to TPC which would, if disclosed, be likely to have an adverse effect on TPC's decision (acting reasonably) to award this Agreement to the Service Provider;
- (p) all insurance premiums in respect of insurance obligations placed on the Service Provider in accordance with this Agreement have been timely paid and none are in arrears.

25.2 Service Provider Undertakings

The Service Provider undertakes with TPC that:

- 25.2.1 it will give TPC immediate notice upon becoming aware that any judicial or court proceedings, mediation, litigation, arbitration, administrative or adjudication by or against the Service Provider before any court or Regulatory Authority may be threatened or pending;

- 25.2.2 it will not without the prior written consent of TPC (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend, encumber or otherwise dispose of the whole or any part of its business;
 - 25.2.3 it shall not without the prior written consent of TPC make any loans or grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily or for consideration assume any liability (whether actual or contingent) in respect of any obligation of any other person except as contemplated by this Agreement;
 - 25.2.4 it shall immediately notify TPC of any discussions and/or negotiations that may result in a change in the ownership structure of the Service Provider or its ultimate parent company (if applicable).
- 25.3 TPC and Service Provider Indemnities
- 25.3.1 The Service Provider shall take steps to ensure the safety of property and all persons while they are being conveyed on the BRT System or while they are in, entering or leaving premises under the control of the Service Provider.
 - 25.3.2 The Service Provider shall be liable for any loss or damages resulting from damage to property including TPC property, or the death of or injury to any person which is caused directly or indirectly by an intentional or negligent act or omission of the Service Provider, its agents, Employees or sub-contractors.
 - 25.3.3 The Service Provider indemnifies and agrees to hold TPC harmless against all claims, demands, suits, proceedings, judgments, damages, loss, costs, charges, fines, penalties, taxes and expenses, of whatsoever nature incurred by either of the Parties, or by any third party, in consequence of a failure by the Service Provider to comply with the terms of this Agreement or any Applicable Law.
 - 25.3.4 Nothing contained in this clause 25.3 shall be deemed to render the Service Provider liable for, or require it to indemnify TPC against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission of TPC or its agents or employees in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto and each Party hereby indemnifies the other against any claims, demands, lawsuits, damages, costs, charges and expenses incurred by such other Party in consequence of the negligent acts or omissions of the other Party's agents or employees.
- 25.4 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Service Provider in this Agreement are cumulative and none shall be given a limited construction by reference to any other.

PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION

26. Force Majeure

- 26.1 If either Party is prevented in whole or in part from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure, such Party shall, as soon as reasonably practicable, notify the other Party accordingly. The aforementioned notice shall contain the following information:
 - 26.1.1 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
 - 26.1.2 a detailed description of the Event of Force Majeure;
 - 26.1.3 an estimate of the time period which the Event of Force Majeure is envisaged to continue; and

- 26.1.4 the measures proposed to be adopted to remedy or minimise the effects of and costs arising from the Event of Force Majeure. If the Service Provider is the Party prevented from discharging its obligations as a result of the Event of Force Majeure and TPC is of the opinion that the measures proposed are not adequate, it shall advise the Service Provider by Service Notice. Such Service Notice may propose alternate or additional measures which in the opinion of TPC may curtail the Event of Force Majeure and/or the costs arising therefrom. Notwithstanding the provisions of this clause 26.1.4, the Service Provider shall be obliged to take all proactive steps as may be reasonably possible in anticipation of Events of Force Majeure so as to enable the Service Provider to mitigate the financial effects thereof, including but not limited to, the entering into of appropriate contractual arrangements with its Employees.
- 26.2 The Party prevented from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure shall:
- 26.2.1 use all reasonable endeavours to remedy or minimise the effects of the Event of Force Majeure; and
- 26.2.2 take all reasonable and necessary steps available to it as contemplated in clause 26.1.4 to mitigate any loss suffered by such Party or the other Party or any passengers as a result of that Party's failure to discharge its obligations pursuant to this Agreement.
- 26.3 In the event that an Event of Force Majeure affects the Service Provider's ability to perform any of its obligations under this Agreement and to the extent that the Services, or any part thereof, are suspended, the Service Provider shall not be entitled to claim payment from TPC for such suspended Services, or any additional costs incurred by the Service Provider as a result of the Event of Force Majeure or in relation to any steps taken by the Service Provider in mitigating the effects of the Event of Force Majeure.
- 26.4 In the event that the Service Provider is the Party affected by an Event of Force Majeure, TPC may, in response to the notice issued by the Service Provider in accordance with clause 26.1, issue a Service Notice to the Service Provider indicating any part of the Services which should nonetheless be performed by the Service Provider for the period during which the Event of Force Majeure subsists. TPC shall in such event make payment to the Service Provider for such Services in accordance with the Payment Calculation Schedule.
- 26.5 If an Event of Force Majeure no longer prevents the Service Provider from performing its obligations under this Agreement, the Service Provider shall be entitled to a reasonable period, taking into account the extent to which it has wound down its operations during the period of Force Majeure, to re-establish the Services in compliance with its obligations under this Agreement.
- 26.6 If an Event of Force Majeure continues uninterrupted for more than one hundred eighty (180) days and continues to prevent a Party from performing all of its obligations under this Agreement, either Party shall be entitled to terminate this Agreement upon fourteen (14) days' notice to the other Party, provided that before doing so the Parties shall first have met to find a mutually satisfactory solution for remedying such Event of Force Majeure and no Party shall terminate this Agreement unless the Parties are unable to agree on a solution.
- 26.7 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a consequence of an Event of Force Majeure or as a result of any failure to carry out any of its obligations hereunder resulting from an Event of Force Majeure.

27. Breach and Termination

- 27.1 If the Service Provider commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC then TPC shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement and forfeit the performance security forthwith on notice to the Service Provider and in either event to recover such damages as it may have sustained.
- 27.2 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
- 27.2.1 fails to provide or maintain the Performance Security and/or the Reserve Fund ; or
 - 27.2.2 in the opinion of TPC, commits a Prohibited Act; or
 - 27.2.3 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which TPC has given its prior written consent); or
 - 27.2.4 has judgment of a material nature taken against it likely to affect the Service Provider's status as a going concern and fails to satisfy or apply to have the same set aside within seven (7) days of becoming aware thereof; or
 - 27.2.5 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained TPC's prior written consent; or
 - 27.2.6 contravenes the provisions of SOR; or
 - 27.2.7 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
 - 27.2.8 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
 - 27.2.9 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
 - 27.2.10 enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to TPC's calls for proposals or the entering into of any negotiations with TPC in relation to this Agreement; or
 - 27.2.11 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
 - 27.2.12 consistently fails to observe any provision of this Agreement or the SOR (despite being given notice in relation thereto), whether or not Liquidated Damages have been imposed, with the result that the Services may be regarded by TPC as being materially defective; or
 - 27.2.13 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages as indicated in the SOR consecutively for few months.
- 27.3 If TPC:
- 27.3.1 commits a material breach of this Agreement (other than a breach of payment obligations) and fails to remedy the breach within ten (10) Business Days after receipt from the Service Provider calling upon it to do so; or
 - 27.3.2 commits a breach of any payment obligation in accordance with this Agreement and fails without justification to make payment within thirty (30) Business Days after receipt from the Service Provider of a notice calling upon it to do so,

then the Service Provider shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days' notice to TPC and in either event, to recover such costs, losses and damages as it may have sustained.

27.4 In the event of termination of this Agreement:

27.4.1 TPC shall be entitled to immediately take possession of all Equipment and Service Provider shall transfer other assets required for the performance of the Services to TPC; and

27.4.2 TPC may immediately appoint auditors to check and verify all relevant books, records and other data of the Service Provider and the Service Provider shall give full cooperation in that regard and make all such information available to TPC on request.

28. Dispute resolution

28.1 Disputes

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

28.1.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of this clause 28.

28.2 Resolution by Chief Executives

28.2.1 Any dispute arising in connection with this Agreement, during the currency of the Agreement, may be referred by either Party to the Chief Executive of the Service Provider and the Chief Executive of TPC (or such other senior executives as the relevant Parties may determine) who shall attempt to resolve the matter within ten (10) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

28.3 Arbitration

28.3.1 If the Parties are unable to resolve the dispute pursuant to **Clause 28.2.1** above, either Party may refer the dispute to arbitration pursuant to this **clause 28.3.1** within 15 working days of failure of the Chief Executive Officers to resolve the dispute, by notifying the other Party in writing of its intention to do so.

28.3.2 In case the matter is taken to the arbitration, both the parties will appoint a sole Arbitrator with mutual consent within period not exceeding fifteen (15) days. In case of failure to appoint a sole Arbitrator by the parties, provisions of Arbitration Act, 1940 shall be invoked. The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this Clause by reference.

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

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

- 28.3.5 Unless otherwise required by TPC, all evidence, submissions or documents presented at the arbitration in a language other than in the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- 28.3.6 The arbitrator or arbitral panel shall have full power to open up, review and revise any determinations, decisions or findings in relation to the dispute.
- 28.3.7 The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the term of the Agreement.
- 28.3.8 Any monetary award in any arbitration shall be denominated and payable in PKR.
- 28.3.9 The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall:
- a) be binding on the Parties and shall be given effect and implemented forthwith by them; and
 - b) be subject to the confidentiality restrictions in this Agreement and except as provided by agreement between the Parties, may not be publicised or otherwise disclosed provided always that nothing in this clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.
- 28.3.10 The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.
- 28.3.11 Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Agreement neither shall it be grounds for the Service Provider to cease performing its obligations nor for TPC to terminate the engagement of the Service Provider under the Agreement and the Service Provider shall proceed with its obligations with all due diligence.
- 28.3.12 Notwithstanding foregoing clauses, the TPC 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 clauses 28.

PART I - MISCELLANEOUS MATTERS

29. Hazardous Substances

- 29.1 The Service Provider shall ensure that any hazardous materials or equipment used or intended to be used in the provision of the Services are stored safely and in safe keeping in accordance with all Applicable Law, ensure that all such materials are properly and clearly labelled on their containers, promptly inform TPC of all such materials being used or stored and comply with any other reasonable requirement of TPC in respect of such materials and equipment.

30. Intellectual Property

- 30.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of TPC and that all Intellectual Property developed pursuant to this Agreement (other than Intellectual Property belonging to the Service Provider or any third party) shall vest exclusively in TPC, save to the extent that the Parties otherwise agree in writing.

- 30.2 Should the Service Provider acquire title to any Intellectual Property of TPC or which is developed pursuant to this Agreement by operation of law (thus, where TPC in effect pays for its development) such Intellectual Property (other than Intellectual Property belonging to the Service Provider or any third party) shall be deemed to have been assigned by the Service Provider to TPC.

31. Insurance

- 31.1 The Service Provider agree to, at their own costs, establish and maintain no less than the minimum types and levels of insurances that are required by Applicable Law. The Service Provider shall be responsible for insurances against operations and maintenance risks at its own cost if required by the Applicable law.

PART J - FINAL PROVISIONS

32. Addresses and notices

- 32.1 The Parties choose for the purposes of this Agreement the following addresses:

TPC: TransPeshawar (The Urban Mobility Company), KPUMA Building, Chamkani GT Road, Peshawar, Pakistan.

The Service Provider: [•].

- 32.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 32.1 and it chooses that address for all purposes under this Agreement.
- 32.3 Any notice required by this Agreement to be given in writing shall, if given by telefax, email or cell phone-based short message service ("SMS"), be regarded as having been given in writing for purposes of this Agreement, provided that the Parties may only utilise SMS notification for operational authorisations in circumstances where operational action is required immediately and other changes to operations contemplated in this Agreement due to an emergency or such similar urgent operational matters.
- 32.4 Where operational authorisations are required, TPC will issue and log an authorisation number and any relevant notice in accordance with this clause 32 shall quote such authorisation number.
- 32.5 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 32.1 shall be deemed to have been received (unless the contrary is proved) within fourteen (14) days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 32.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 32.6 Each notice by telefax to a Party at the telefax number specified for it in accordance with clause 32.1 shall be deemed to have been received (unless the contrary is proved) within four (4) hours of transmission if it is transmitted during normal business hours of the receiving Party or within four (4) hours of the beginning of the next Business Day after it is transmitted, if it is transmitted outside those business hours.
- 32.7 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within ten (10) minutes of recommencement of the rendering of the Services.

- 32.8 Any notice by SMS to a Party at the mobile numbers of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within twenty (20) minutes of recommencement of the rendering of the Services.
- 32.9 Any notice in accordance with this clause 32 given by SMS shall be followed by a telefax or email confirming the contents and date of transmission of such SMS.
- 32.10 Notwithstanding anything to the contrary in this clause 32, a notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 32.11 Any Party may by a notice to the other Parties change its physical or postal address, telefax number, email address or mobile number for the purposes of this clause 32 to any other physical or postal address, telefax number, email address or mobile number provided that the change shall become effective on the seventh (7th) day after the receipt of the notice.

33. Change in Law

- 33.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Service Provider under this Agreement, the Service Provider shall notify TPC within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Service Provider.

34. Remedies

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

35. Confidentiality

- 35.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.
- 35.2 Notwithstanding clause 35.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 35.2.
- 35.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.
- 35.4 The Service Provider shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

36. Severance

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

37. No agency

- 37.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied right to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in this Agreement, and, for the avoidance of doubt, this clause 37.1 shall not affect or otherwise derogate from the obligations and powers of the Service Provider in relation to handing over of the Equipment to other authorised parties as contemplated in this Agreement.
- 37.2 The Service Provider is an independent contractor performing the Agreement. The Service Provider is not an employee or agent of TPC.

38. Corruption and Fraud

- 38.1 The Service Provider warrants that in entering into the Agreement it has not committed any Prohibited Act.
- 38.2 In the event that the Service Provider is contacted by a Public Official requesting or suggesting that the Service Provider act in a manner which would constitute a Prohibited Act, the Service Provider shall immediately provide TPC in writing with full details of the request (including the identity of the Public Official making the request).
- 38.3 Without prejudice to clause 38.2, the Service Provider shall ensure that its staff undertaking activities in connection with the Agreement are subject to similar obligations to those set out in this clause 38 and the Service Provider shall enforce such obligations.
- 38.4 In the event that the Service Provider fails to comply with the requirements of this clause 38 TPC shall be entitled to terminate the Agreement pursuant to clause 27.1.
- 38.5 The Service Provider shall sign affidavit of Integrity Pact attached as Schedule 8 in Request for Proposal.

39. Entire Agreement

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

40. No stipulation for the benefit of a third person

- 40.1 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

41. No representations

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

42. Amendment

- 42.1 Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the Agreement shall be effective or binding, unless it:
- 42.1.1 is made in writing; and
 - 42.1.2 expressly sets out the modification, amendment, addendum or variation to the Agreement in accordance with the Agreement; and
 - 42.1.3 refers to the Agreement; and
 - 42.1.4 is signed and dated by a representative of each Party.

43. Indulgences

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

44. General co-operation

- 44.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 44.2 Each of the Parties undertake at all times to do all such things, perform all such acts and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement and ensuring that the Services are rendered consistently at the highest possible standard expected by TPC.
- 44.3 Each Party agrees to provide all information reasonably requested by the other in the exercise of their respective rights and performance of their obligations under this Agreement, subject to the confidentiality provisions of clause 35 of this Agreement.

45. Governing law

- 45.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan and Provincial Laws of the Khyber Pakhtunkhwa.

46. Language

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

47. Independent advice

- 47.1 Each of the Parties hereby respectively agrees and acknowledges that:
- 47.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 47.1.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

48. Good faith

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

49. Survival of rights, duties and obligations

- 49.1 The Surviving Provisions will survive termination or completion of the Agreement.
- 49.2 In the event that the Agreement is terminated or completed, neither Party shall be liable to the other Party except:
- 49.2.1 under the Surviving Provisions; or
- 49.2.2 in respect of any breach of the Agreement occurring before such termination or completion; or
- 49.2.3 any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

50. Assignment

- 50.1 The Service Provider shall not cede, assign, delegate or transfer any of its rights or obligations under the Agreement, or any part of it, or any benefit or interest therein, to any third party or Entity without the prior written consent of TPC.
- 50.2 Notwithstanding anything to the contrary stated in this Agreement, TPC shall be entitled, without requiring the consent of the Service Provider, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement to any third party.

51. Waiver

- 51.1 Subject to clause 51.2, no relaxation, forbearance or delay by a Party in enforcing the Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Agreement.
- 51.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Agreement.

52. Costs

- 52.1 Any costs, including all legal costs of an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

Signed on 2025

Witnesses

for TransPeshawar (The Urban Mobility
Company)

.....

.....
duly authorised and warranting such TPC

Name:

Position:

Signed on 2025

Witnesses

for [Service Provider Company]

.....

.....
duly authorised and warranting such []

Name:

Position:

ANNEX A
DEFINITIONS AND INTERPRETATION

1. Definitions

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

- 1.1.1 **“Abandon”** means wholly or substantially cease to carry out the Services for ten (10) consecutive days or during thirty (30) days (whether consecutive or not) in any year, except when relieved of the obligation to do so by the express provisions of this Agreement;
- 1.1.2 **“Agreement”** means this agreement and any extension thereof as amended from time to time and including the Annexes;
- 1.1.3 **“Allied Facilities”** means subsystems or subcomponent or other equipment or services which are required to operate Equipment for its intended purposes;
- 1.1.4 **“Annexes”** means the annexes attached to this Agreement;
- 1.1.5 **“Applicable Law”** means the applicable laws of Islamic Republic of Pakistan and Province of Khyber Pakhtunkhwa;
- 1.1.6 **“Authorised Representatives”** means persons authorised in writing by TPC and the Service Provider respectively, as contemplated in accordance with clause 22;
- 1.1.7 **“BRT System”** means the bus rapid transit system in Peshawar known as Peshawar Sustainable BRT Corridor System or any other name that should be assigned to the Peshawar bus transit system and includes associated system at KPUMA/ZU Complex, Chamkani, MOH and Dabgari;
- 1.1.8 **“Business Day”** means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;
- 1.1.9 **“Commencement Date”** means the date on which the Services shall commence as notified by TPC by way of a Service Notice referred to in clause 2.2;
- 1.1.10 **“Confidential Information”** means all information, without limitation, of whatsoever nature:
 - (a) relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
 - (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
 - (c) relating to the contents of this Agreement and any other information received pursuant to this Agreement,but excludes information which:
 - (a) constitutes an Operational Data; or

- (b) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- (c) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- (d) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (f) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- (g) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- (h) is developed independently by the Receiving Party without reference to the Confidential Information;

1.1.11 **“Corridor”** means dedicated lane from Chamkani Station to Karkhano station which includes stations, roads turning points, terminals, feeder route ramp etc.;

1.1.12 **“Contract Price”** means the price payable to the Service Provider specified in the Agreement subject to such addition and adjustments thereto or deduction therefrom, as may be made pursuant to the Agreement.

1.1.13 **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party;

1.1.14 **“Effective Date”** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;

1.1.15 **“Employees”** means the employees of the Service Provider, or of any subcontractor contracted by the Service Provider to perform a part of the Service and include Technical Staff who maintain and operate equipment;

1.1.16 **“Encumbrance”** means:

- (i) any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person or any other charge (whether equitable or otherwise) of whatsoever nature or howsoever described; or

- (j) any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
 - (k) any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;
- 1.1.17 **“Entity”** means association, business, close corporation, company, concern, enterprise, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.18 **“Event of Force Majeure”** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Service Provider staff), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.19 **“Equipment Sale Agreement”** means the agreement of sale and/or supply entered into, or to be entered into, between Peshawar Development Authority, on the one hand, and an Equipment Supplier/manufacturer/Civil Work Contractor, on the other hand, in relation to Equipment;
- 1.1.20 **“Equipment Supplier”** means such entity which sells or otherwise supplies Equipment to TPC or supplied to Peshawar Development Authority (PDA) in accordance with an Equipment Sale Agreement;
- 1.1.21 **“Financial Year”** means, at any time, the financial year of the Service Provider starting on January and ending on 31 December;
- 1.1.22 **“Intellectual Property”** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;
- 1.1.23 **“Invoice”** means a valid taxable invoice as contemplated in clause Error! Reference source not found.;
- 1.1.24 **“KPI”** means the key performance indicator;
- 1.1.25 **“Liquidated Damages”** means⁴ the amounts to be deducted from the monthly payments, and/ or performance security and/ or reserved fund of the Service

Provider pursuant to particular service level failures as set out in the SOR and in accordance with clause 24 or otherwise paid by the Service Provider to TPC;

- 1.1.26 **"Month"** or **"Monthly"** means a calendar month;
- 1.1.27 **"Operating Licence"** means any licence, consent or permit required by the Service Provider to enable it to provide the Services under this Agreement;
- 1.1.28 **"Operational Data"** means any operational data defined as such in the SOR or identified as "Operational Data" by TPC, which shall include, among others, location of Equipment, running hours, and which will be available to the Service Provider, Other Service Providers and the System Control Service Provider;
- 1.1.29 **"Schedule of Requirements"** (SoR) means the schedule annexed hereto explaining scope of services;
- 1.1.30 **"Other Contractors"** means collectively, the System Control Service Provider or any subcontractor of the System Control Service Provider (or any member of the consortium making up the System Control Service Provider) and/or Service Provider of PSDs, Generator, Elevator, Escalator and Allied Services (excluding Other Service Providers) appointed by TPC in connection with the BRT System;
- 1.1.31 **"Other Service Provider"** means any other Equipment Service Provider appointed by PDA to install Equipment or appointed by TPC to operate public transport services as a part of the BRT System or Service Provider of TPC;
- 1.1.32 **"Other System"** means system such as VRF and Sewerage Treatment Plant
- 1.1.33 **"Party"** means a party to this Agreement;
- 1.1.34 **"Payment Calculation Schedule"** means the payment calculation schedule detailed in **PC**;
- 1.1.35 **"Performance Security"** means the unconditional, irrevocable on-demand performance Security in the specimen form attached as explained in **PC**;
- 1.1.36 **"PKR"** means Pakistani rupee;
- 1.1.37 **"Prohibited Act"** means:
 - (a) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act; or
 - (ii) showing or not showing (or for having shown or not shown) favour or disfavour to any person,in relation to the award or performance of the Agreement or any other agreement with TPC; or
 - (b) entering into an agreement for which commission has been paid or has been agreed to be paid by the Service Provider or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or

- (c) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
 - (d) defrauding, attempting to defraud or conspiring to defraud TPC;
- 1.1.38 **“Project”** means the Peshawar Sustainable BRT Corridor System project carried out by TPC;
- 1.1.39 **“Protocol”** means a protocol and/or a standard operating procedure issued from time to time by TPC indicating how, among other things, Services are to be rendered, the manner in which the Service Provider and Other Service Providers should work together, the exact procedures to be followed in order to comply with service level requirements set out in the SOR and any other ancillary matters;
- 1.1.40 **“Public Official”** means a Govt official or employee, an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.41 **“Quarter”** or **“Quarterly”** means a consecutive period of three (3) Months commencing from the commencement date;
- 1.1.42 **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party;
- 1.1.43 **“Regulatory Body”** means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, municipality or body, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and anybody with a regulatory function under the Applicable Law;
- 1.1.44 **“Service Notice”** means a notice given to the Service Provider by TPC in accordance with this Agreement;
- 1.1.45 **“Stations”** means the stations described in the SOR; and which are intended as passenger embarkation and disembarkation points and Station means any one of them;
- 1.1.46 **“Surviving Provisions”** means clauses Error! Reference source not found.(Preliminary Matters); 27 (*Breach and Termination*); 28 (*Dispute resolution*); 30 (*Intellectual Property*); 32 - 52 (*Part J - Final Provisions*) and this Annex A;
- 1.1.47 **“Termination Date”** means the last day of the fifth year from the Commencement Date or the date on which an earlier termination pursuant to the terms of the Agreement takes effect;
- 1.1.48 **“Uniform”** means the uniform to be worn by those Employees of the Service Provider required to fulfil their duties in view of members of the public, as prescribed in the SOR and includes the name tag issued to each Employee by Service Provider;

- 1.1.49 **“Warranty”** means the warranties and undertakings given to TPC by the Service Provider, set out in clause 25;
- 1.1.50 **“Week”** or **“Weekly”** means the period commencing at 00h00 on Monday and ending at 24h00 on Sunday each calendar week;
- 1.1.51 **“Services”** means the services or any part thereof, as provided in the Schedule of Requirement.

2. Interpretation

2.1 In the Agreement:

- 2.1.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
- 2.1.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
- 2.1.3 the singular includes the plural and vice versa;
- 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
- 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Agreement;
- 2.1.6 a reference to a gender includes the other genders;
- 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“defunct body”), means the agency or body that performs most closely the functions of the defunct body;
- 2.1.8 a reference to an “agent” shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
- 2.1.9 a reference to a “subsidiary” shall be a reference to a subsidiary as defined in the Companies Act, 2017;
- 2.1.10 references in this Agreement to “clauses” or to “Annexes”, are to clauses of and Annexes to this Agreement;
- 2.1.11 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing;
- 2.1.12 references to “agree” or “agreed” shall require the agreement to be recorded in writing and signed by the authorised representatives of the Parties;

- 2.1.13 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 2.1.14 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.1.15 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;
- 2.1.16 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.1.17 a reference to a Party includes that Party's successors and permitted assigns;
- 2.1.18 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by "without being limited to".

PARTICULAR CONDITION OF THE CONTRACT

Definitions	<p>“ZU Business Centre Chamkani” means area starting from ramp coming into BRT Chamkani Depot on G.T Road till start of boundary wall of KPUMA Building.</p> <p>“Service Agreement” shall mean this agreement between TPC and the Service Provider, as amended from time to time.</p> <p>“Commencement Date” means the date on which the Services shall commence as notified by TPC by way of Service Notice.</p> <p>“TPC’s Representative” shall mean the person or persons appointed by TPC from time to time as its representatives by virtue of the Instructions.</p> <p>“Effective Date” shall mean the date of signature on the agreement.</p> <p>“Operating Licence” means any license, consent, or permit required by the Service Provider from the Government of Pakistan or Government of Khyber Pakhtunkhwa or as the case may be to enable it to provide the Services under the Agreement.</p> <p>“Liquidated Damages” means the amounts to be deducted from the monthly invoice of Service Provider pursuant to particular service level failures.</p> <p>“Monthly Invoice” shall mean an invoice on letterhead of the Service Provider to be raised in a month against Services.</p>
2.2.2	The initial Term of the Agreement is five (05) years and any extension thereof. Extension after initial Term shall be on year-to-year basis subject to discretion of the TPC.
3.1	10% of the contract price in PKR.
3.2	10% of the contract price.
3.3	The performance Security shall be in PKR shape of CDR or bank guarantee, on prescribed format, at the option of the Service Provider. <i>Format as attached in Bidding documents</i>
4.1	Payment Calculation Schedule attached as Appendix-I to Particular Condition of the Contract
6.2	The handing over of Equipment will be within 7 days from the Date of Commencement.
19.1	The Reserve Fund shall be deducted.
19.2	The maximum amount of Reserve Fund is PKR. 5 million.

Appendix-I to Particular Condition of the Contract

PAYMENT CALCULATION SCHEDULE

1. For each Month, the Service Provider shall be entitled to a payment (Monthly Invoice) / Charges. The Monthly Charges are PKR However, payment for services will be made as per actual allotted area as per quoted rates. The area will be allotted floor wise basis.
2. All correctly rendered Monthly Invoices shall be paid within fifteen (15) Days from the date of the Monthly Invoice by TransPeshawar.
3. The Charges / Monthly Invoice shall be increased with an increase in the minimum wage rate from the date of increase as notified by the government of Khyber Pakhtunkhwa. In case of an increase in the minimum wage rate, the Monthly Invoice will be adjusted as follows: -

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

- i) The parameters established for calculating the cost of Services due to an increase in the minimum wage are estimates and therefore, failure to actually meet the same will not entitle any party to request adjustments in the calculation procedure of Charges/ Monthly Invoices nor the economic compensation of any kind.
 - ii) The base rate for minimum wage rate shall be as prevailing on Bid submission date. In case of increase in minimum wage between bid submission date and signing of contract, charges will be adjusted in accordance with this clause 3.
4. The monthly invoice shall be submitted along with following supporting documents;
 - (i) ESSI payment slips along with list of employees
 - (ii) EOBI payment slip along with list of employees
 - (iii) Minimum wage compliance through payment details
 - (iv) Attendance through biometric system
 - (v) Attendance hours and leave compliance
 - (vi) Record for payment of premium for group life insurance as and when required.
5. Payment for additional items shall paid on one time basis as per rates quoted in the relevant schedule.

Appendix-I

Facilities



Parking



Lift



24/7 Genset

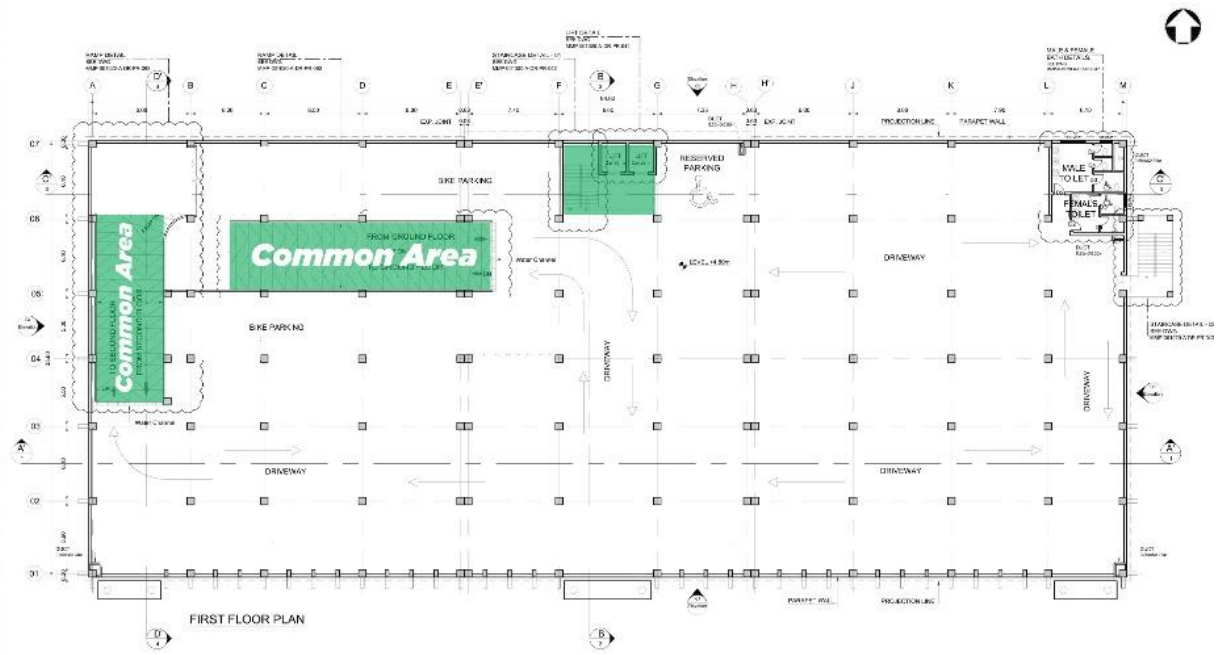


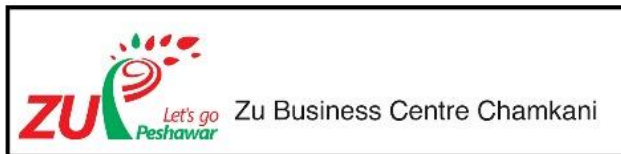
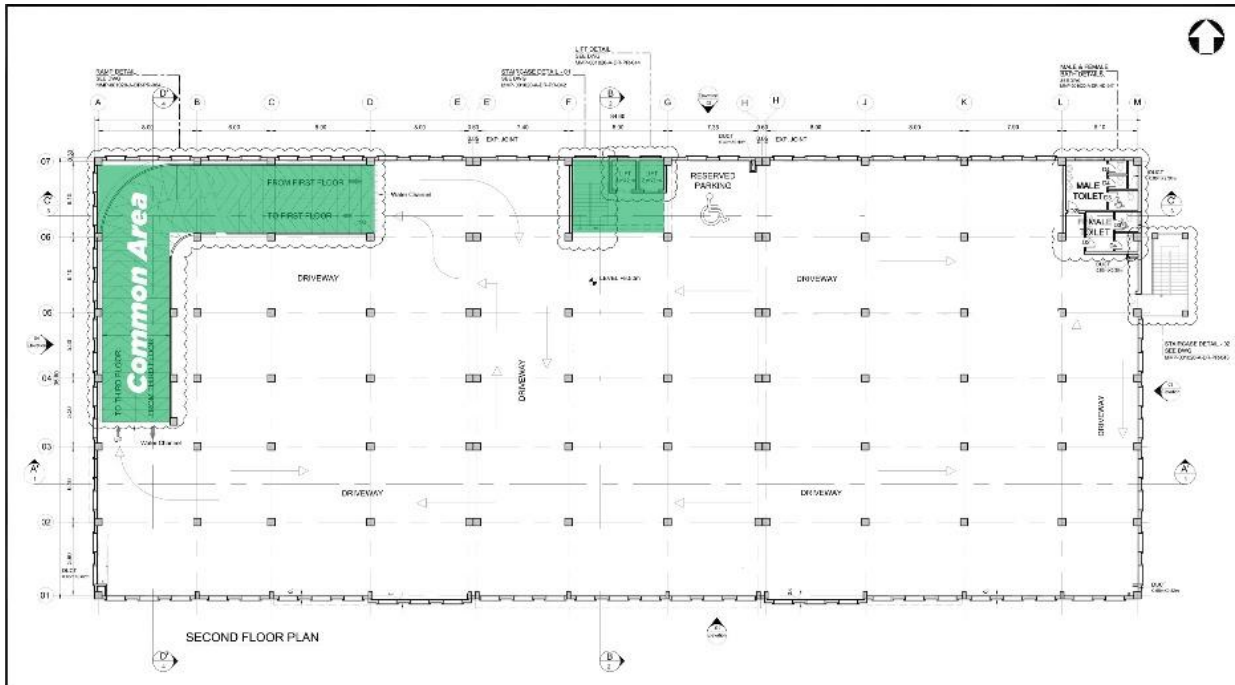
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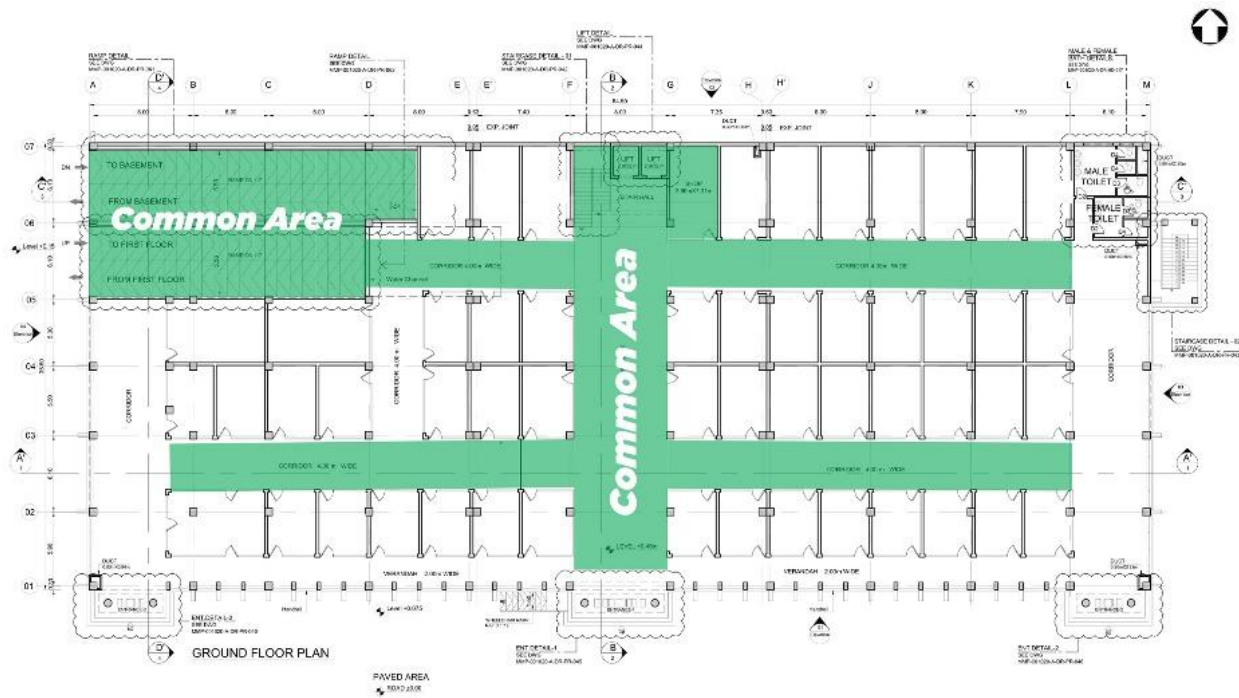
Janitorial Services



Camera Surveillance



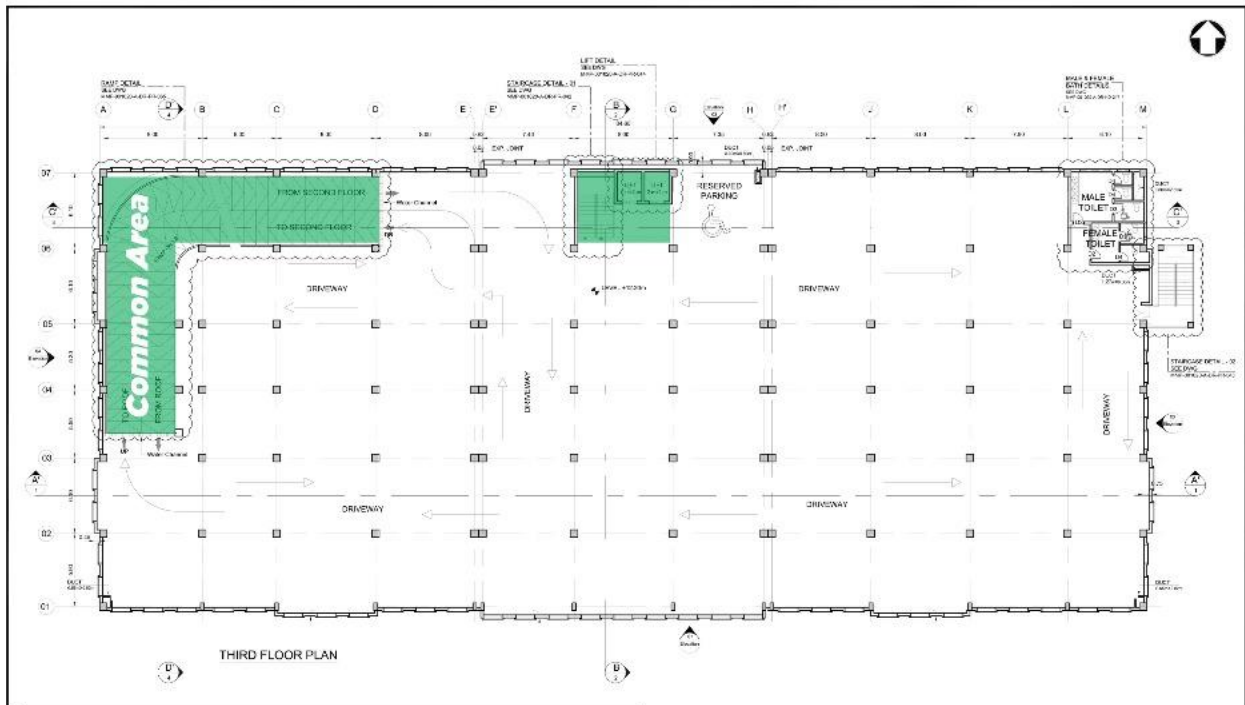




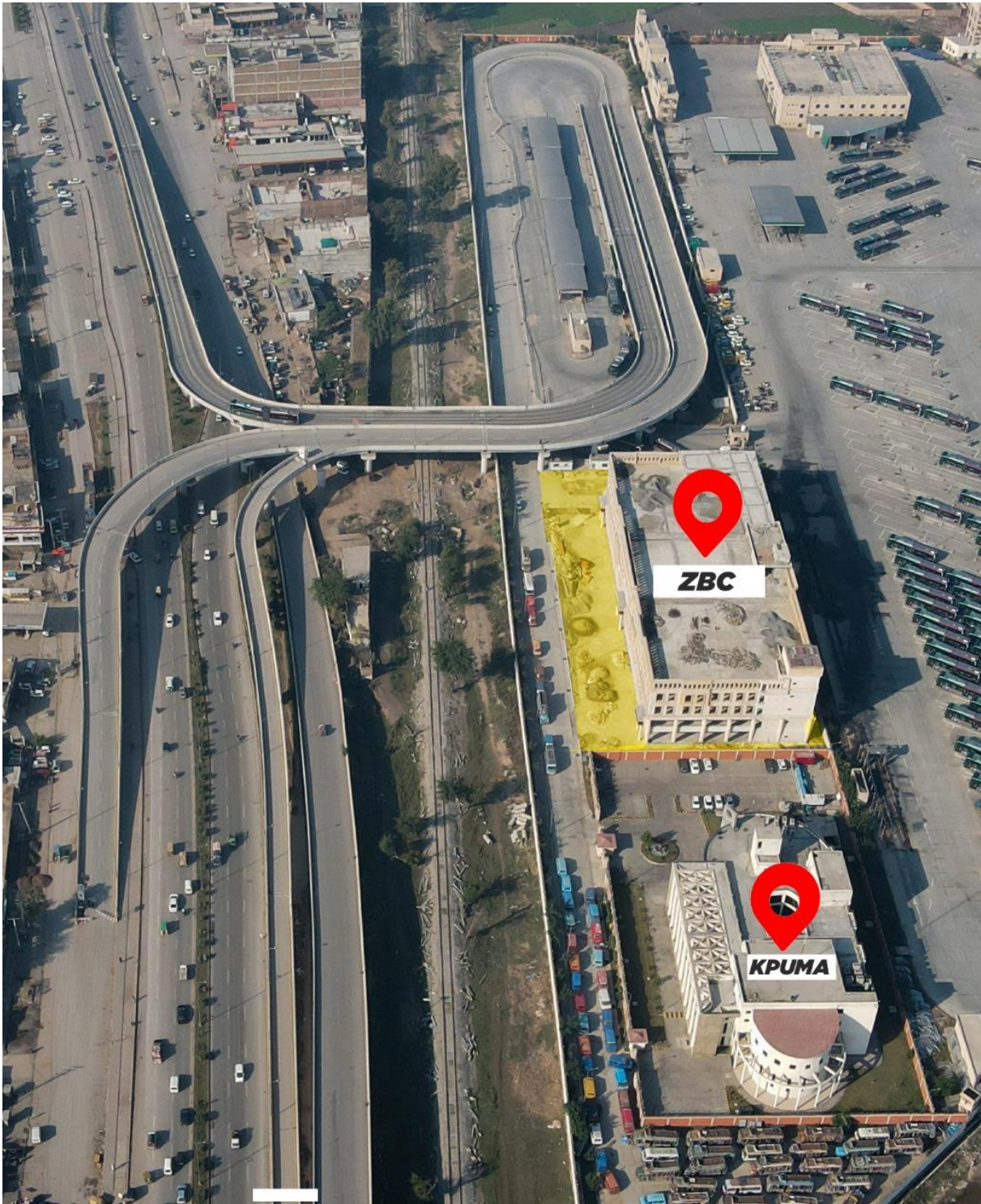
Zu Business Centre Chamkani







Appendix-III



Appendix IV

Minimum Training Requirements

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

		services about fire	<p>B. Activate fire alarm on detection of fire.</p> <p>C. Alert emergency services about the outbreak of fire.</p> <p>D. Guide emergency services about the location of the fire in the building.</p> <p>E. Guide emergency services about any staff/visitors trapped inside the building.</p>
7	Incident reporting	Inform the relieving Personnels about incident happenings in the previous shift and fill incident report form in English/Urdu.	<p>A. Report to Manager Security about incidents.</p> <p>B. Report shift supervisor about the incidents.</p> <p>C. Fill in incident report forms. (Service provider to share the specimen)</p> <p>D. Fill in the incident excel database about the details of the incident.</p>
8	Use of CCTV, intercom, VHF, and inspection mirrors	<p>The Personnel should be proficient in the use of the following:</p> <ul style="list-style-type: none"> • CCTV; • Computer Literacy; • Communication and use VHF; • Intercom; • Telephones. 	<p>A. Proficient in the use of CCTV, retrieving and saving a recording of a video, troubleshooting the cameras for flickering, and changing the positions of a camera from one place to another when required (Personnels employed in CCTV room).</p> <p>B. All Personnels should be proficient in the use of intercom, VHF, and telephones.</p>
9	Use of computer Microsoft word, excel, and emails	The Personnel's supervisor must be proficient in the following. use of computer Microsoft word, excel, and emails, CCTV and be able to use and communicate with VHF, intercom, telephones.	<p>A. Maintain a logbook and excel database record in a specified format (<i>Format specimen to be shared with the client as Annexures for approval</i>) and submit daily to the security manager through email about the following:</p> <ol style="list-style-type: none"> All movable items are brought in or out from the ZBC building. All security violations. Incident reports/occurrences. All entering person(s) and vehicle(s). Personnels ok report, Personnels leave with reliever details. Personnels shift change on fortnightly basis.

Section 8 - Contract Forms

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

Table of Forms

Letter of Award.....	8-2
Performance Security	8-3

Letter of Award

[on letterhead paper of the Procuring Entity]

[date]

To: [Name and address of Service Provider]

Subject: [Notification of Award Contract No.]

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

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

3. You are therefore, required to deliver to TransPeshawar, within 21 days of issuance of this Notification of Award, the duly executed Performance Security to the amount of -----% of the total contract price i.e., PKR -----. In case of Bank Guarantee it shall have for a term of one (01) year and shall be renewed or replaced not later than thirty (30) days before its expiry.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: Contract Agreement

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 1st 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 <_____>