

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

REQUEST FOR PROPOSALS (RFP)

for

PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

Tender No. TPC/OPS/OCB/Helpline/2025-25/013

Date: June 27, 2025

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SECTION 1 - DEFINITIONS

- 1.1.1 The following words or terms shall have the following meanings in this Request for Proposals:

Affiliate means a corporation or entity effectively under the Control of, or in Control of, a Bidder or associated with a Bidder under common ownership and Control;

Bidder means a legal entity and includes a firm, company, partnership, corporation, which participates in the Bidding Process;

Bid Bond has the meaning given to it in paragraph;

Bidding Process or **Bidding** means the process beginning from the publication of the Request for Proposal until the signing of the Service Agreement.

BRT means a flexible, rubber-tired rapid transit mode that combines stations, bus stops, vehicles, services, running ways, and technological elements into an integrated system.

Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices, and Undesirable Practices have the meanings given to them in paragraph 8.4

Control means, for purposes of defining an Affiliate, the power to direct or cause the direction of the management policies of a body corporate. whether through:

ownership of at least fifty per cent (50%) plus one share of the outstanding voting shares or (ii) ownership of at least twenty per cent (20%) of the outstanding voting shares and (a) possession of at least fifty per cent (50%) plus one share of the voting rights through voting trust or other voting agreements entered into at least one year before the Proposal Submission Date or (b) the ability to elect a majority of the members of the Affiliate's board of directors. In determining ownership by a corporation of the shares of another corporation, shares held both directly and indirectly will be counted. If the Bidder or Consortium Member was incorporated only within the last six (6) months, then the requirement herein that the voting trust or other voting agreement should have been entered into at least one (1) year before the Proposal Submission Date, will not be applicable.

KPPRA means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

Net Worth means total assets minus total liabilities.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014.

Proposal means the bid submitted by a Bidder for the provision of the Required Services.

Proposal Submission Date means the date specified as such in paragraph 5.2.1.

Required Services has the meaning given to it under Section 4 and in the Service Agreement.

Service Agreement means the service contract to be entered into between TransPeshawar and a Winning Bidder.

TransPeshawar (The Urban Mobility Company) or "TransPeshawar Company" or "TPC" means the entity responsible for BRT project design, procurement, implementation, and ongoing BRT operations and management of service contracts, a public Company (Section 42 Company) registered on February 09, 2017, with Security Exchange Commission of Pakistan with address:

TransPeshawar (The Urban Mobility Company), 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Chamkani, Peshawar, Khyber Pakhtunkhwa, Pakistan

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Winning Bidder means financially lowest substantially responsive bidder meeting the qualification requirement as determined by TransPeshawar Company.

SECTION 2 – NOTICE

2.1 Introduction

- 2.1.1 This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in competitive bidding to procure the Required Services.
- 2.1.2 This RFP is being issued to the Bidders by TransPeshawar Company, a public agency under the Government of Khyber Pakhtunkhwa.

2.2 Disclaimer

- 2.2.1 No employees or consultants of TransPeshawar Company:
 - (a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Peshawar Sustainable BRT Corridor System; or
 - (b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Sustainable BRT Corridor System.
- 2.2.2 The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.2.3 The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and the Procurement Rules, 2014.
- 2.2.4 The issuance of this RFP does not imply that TransPeshawar Company is bound to appoint a Winning Bidder or enter into a Service Agreement. TransPeshawar Company reserves the right to reject all or any of the Proposals received by assigning cogent reasons or otherwise discontinuing the Bidding Process at any time.

SECTION 3 - PESHAWAR SUSTAINABLE BRT CORRIDOR SYSTEM DETAILS

3.1 Background

- 3.1.1 The Peshawar BRT system is an important part of the public transport system in Peshawar.
- 3.1.2 The total length of the BRT corridor is approximately 28.0 kilometers, with an at-grade section of approximately 12 kilometers and an elevated section of approximately 13 kilometers.
- 3.1.3 BRT services follow the "Direct-Service" concept. According to this concept, routes start outside the BRT corridor, join and then pass along the BRT corridor and leave the corridor at different stations according to their existing route. When running on the corridor, the BRT vehicles pick up passengers from BRT stations, and when running outside the BRT corridor, passengers board from curb-side BRT vehicle stops.
- 3.1.4 The system is an "open" BRT system, meaning that passengers validate and pay for their journey using their fare medium (e.g., a contactless smart card) via validators at the BRT vehicle doors.
- 3.1.5 BRT System is centrally monitored from Control Centre established at Chamkani.

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SECTION 4 – REQUIRED SERVICES

4.1 Required Services

4.1.1 Objectives

TPC requires skilled human resource to facilitate TransPeshawar in providing customer services through Helpline Operations during operations hours. The services to be provided is detailed as Appendix-A to the Service Agreement.

4.1.2 Detailed Tasks

The Service Provider shall provide skilled human resource/agents to facilitate TransPeshawar in providing customer services through helpline operations. The helpline agents shall be available in two shifts to provide information to citizens regarding main corridor operation, direct routes operations, bicycle sharing system, mobile application etc. and record passenger's feedback on quality of service to maintain high quality service. The service provider will also ensure high quality service through Electronic Complaint Routing System.

Detailed Services which are required under this RFP/Services Agreement are mentioned in Appendix-A to the Service Agreement.

4.2 Qualification Requirement / Criteria

The bidder meeting the following criteria shall be considered qualified/responsive for consideration of financial price/offer/bid by submitting proof of Technical and Financial Capability:

4.2.1 Technical Capability

- (a) Firm/company registered with Security and Exchange Commission of Pakistan or Registrar of Firm at least before January 2020;
- (b) Registration of Company OR Firm with Employment and Old Age Benefit Institute (EOBI)
- (c) Registration of Company or Firm with Employee Social Security Institute (ESSI)
- (d) The service provider is not blacklisted from any provincial or federal public entity/department. Bidder shall provide an affidavit of such undertaking on judicial paper;
- (e) At least three (03) years of call agent services/ customer services experience as an organization or part of their company operations while dealing with general public.
- (f) A certificate that is not in violation of any Law of Pakistan especially laws related to Labour Laws of Pakistan.

4.2.2 Financial Capability

- (a) Provide Audited Financial Statements for the last three years (2022, 2023, 2024)
- (b) Minimum average annual turnover of PKR 8 million based on latest Audited Financial Statement.
- (c) Net worth for the last year calculated as the difference between total assets and total liabilities shall be positive;
- (d) Registered with FBR and reflected on the Active Tax Payer List of FBR;

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- (e) Registered with KPRA for Sales Tax on Services;
- (f) Financial offer shall not be abnormally low in term of paragraph 5.8.1 (f);
- (g) Submission of Bid Bond/security to the amount of two (2%) percent of bid/quoted price in the shape of Call Deposit Receipt (CDR) in favour of “Chief Executive Officer TransPeshawar”. The bid security shall be submitted from the account of the bidder who submits the bid.

SECTION 5 - BIDDING PROCESS

5.1 Open competitive bidding

- 5.1.1 The bids are invited under national competitive bidding through the **Single Stage - One Envelope** bidding procedure.

5.2 Planning

- 5.2.1 This Request for Proposals introduces the Bidding Process for the procurement of Required Services. The overall planning for the Bidding Process is presented below:

Milestone	Party Responsible	Date/Deadline
Issuance of Request for Proposal (RFP)	TransPeshawar	June 27, 2025
Clarification and Questions/Comments submission	Bidders	July 4, 2025
Pre-Bid Meeting	TransPeshawar	July 4, 2025 11:30 AM (PST)
Uploading of Pre-Bid Minutes	TransPeshawar	July 8, 2025
Proposal Submission Deadline	Bidders	July 16, 2025 11:30 AM (PST)

5.3 Information Sources

- 5.3.1 The primary sources of information provided to Bidders in relation to this Request for Proposals are:
- Request for Proposals (the current document);
 - Service Agreement (attached to the current document);
 - Pre-Bid Meeting as organized by TransPeshawar Company (cf. Section 5.4).

- 5.3.2 Bidders relying on information from other sources or the public domain do so at their own risk.

5.4 Pre-Bid Meeting

- 5.4.1 A Pre-Bid Meeting shall be organized by TransPeshawar Company to:

- Explain the project, the Bidding Process, and the Request for Proposals; and
- Provide an opportunity for Bidders to visit and inspect the existing infrastructure

- 5.4.2 The pre-bid meeting shall be organized at a date specified in Paragraph 5.2.1.

5.5 Questions and Answers on the Request for Proposals

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- 5.5.1 The Bidders shall have the opportunity to ask questions concerning the Request for Proposals by the date specified in Paragraph 5.2.1. Questions can only be addressed by email to the following address:

Attention: Chief Executive Officer, TransPeshawar Company 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan

Email: ceo@transpeshawar.pk with cc to charbagh@hotmail.com and procurement@transpeshawar.pk

- 5.5.2 The Bidders' questions shall be treated anonymously.

- 5.5.3 TransPeshawar Company shall endeavor to respond to all clarification or information requests, however, requests received later than the date specified in Paragraph 5.2.1 would be left unanswered. Every such clarification delivered to Bidders shall be made in the form of an appendix to the Request for Proposals and shall, upon being issued, be sent in the shortest possible time to all Bidders. All such appendices shall automatically become an integral part of the Request for Proposals.

- 5.5.4 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

5.6 Submission of Comments on the RFP/ Service Agreement

- 5.6.1 The Bidders shall have the opportunity to submit comments concerning the RFP/Service Agreement before or on the Comment Submission Date specified in paragraph 5.2.1. Comments shall be submitted in conformity with Schedule 6 and shall be sent by email to the address specified in paragraph 5.5.1. The Bidders' comments shall be treated anonymously.

- 5.6.2 TransPeshawar Company shall endeavor to respond to all comments and may decide to issue a revised RFP / Service Agreement taking some or all of the comments into consideration. Every such response and, if applicable, the revised RFP / Service Agreement shall, upon being issued, be sent in the shortest possible time to all Bidders.

- 5.6.3 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

5.7 Formation and Modification in the Composition of a Consortium

- 5.7.1 Bidders cannot make Joint Venture / Consortium to meet the requirements of the Request for Proposal.

5.8 Rejection of Proposals

- 5.8.1 TransPeshawar Company has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:

- (a) The Proposal does not contain all elements defined in the instructions;
- (b) The Proposal is not submitted before the Submission Deadline;
- (c) The Bidder or the bank which has issued the Bid Bond is insolvent or in the process of liquidation or bankruptcy;
- (d) The amount, format, or issuer of the Bid Bond does not meet the requirements; or
- (e) TransPeshawar Company becomes aware of facts that can influence the free will of contractual parties.
- (f) In case the bid/proposal is abnormally low. An abnormally low bid/Proposal is one where the bid/proposal price appears to be low than aggregate price of prevailing minimum wage calculated for proposed personnel, ESSI, and EOBI contribution for the proposed personnel, and applicable taxes. If the bid/proposal is determined to be abnormally low the bid/proposal will be rejected summarily and will not be considered for comparison of financial offers. If the Proposal price is at par with the aggregate price of prevailing minimum wage calculated for proposed personnel, ESSI, and EOBI contribution for the proposed personnel of minimum wage

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and applicable taxes i.e., without margin of profit and overheads, the procuring entity will accept the proposal, but require that the amount of the performance security be increased at the expense of the service provider to twice the amount as stipulated paragraph 5.11.1.

- 5.8.2 The Proposal may also be rejected up until the signing of the Service Agreement, in case TransPeshawar Company concludes, in its discretionary right, that one of the following applies:
- (a) The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to TransPeshawar Company in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
 - (b) There is evidence of collusion/joint agreement between Bidders;
 - (c) There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
 - (d) There is evidence that the Bidder is trying to gain an advantage over other Bidders in an incorrect manner; or
 - (e) The Financial Offer varies significantly from the estimate of TransPeshawar Company.
- 5.8.3 In the event of the rejection of a Proposal, TransPeshawar Company shall inform the relevant Bidder in a written form, in accordance with the applicable laws.
- 5.8.4 The Service Provider for BRT System Control Goods and Services or its consortium members or sub-contractors is not allowed to participate alone or Joint Venture in the Bidding.

5.9 Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful.

- 5.9.1 TransPeshawar Company reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, TransPeshawar Company will inform the Bidders.
- 5.9.2 The tender may be canceled at any time prior to the Submission Deadline at no cost to if TransPeshawar Company determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:
- (a) Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal, or economically unviable; or
 - (b) Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 5.9.3 The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to TransPeshawar Company, if:
- (a) No Proposals have been submitted;
 - (b) The Proposals which have been submitted, in the opinion of TransPeshawar Company, do not meet the criteria, goals, and requirements of the Bidding Process; or
 - (c) The Winning Bidder refuses to sign the Service Agreement in the form offered by TransPeshawar Company.
- 5.9.4 In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Bidder shall be entitled to any claim whatsoever against TransPeshawar Company or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses, or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

5.10 Opening and Evaluation of Proposals

- 5.10.1 The opening of the Proposals shall occur fifteen minutes after the Proposal Submission Deadline at the address indicated in paragraph 5.2.1. The Bidders may be represented, by not more than two (2) persons, at the opening of Proposals. Proposals for which a notice of withdrawal request has been submitted shall not be opened.
- 5.10.2 TransPeshawar Company shall evaluate the Proposals in accordance with the provisions of SECTION 7. TransPeshawar Company shall then inform all Bidders of the results in writing. The result of evaluation will be uploaded on TransPeshawar and KPPRA website.

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5.11 The signing of the Service Agreement

- 5.11.1 The Winning Bidder shall receive an invitation in form of a Letter of Award from TransPeshawar Company with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winning Bidder shall, within seven (07) days of receipt of Letter of Award, furnish Performance Security in the shape of bank guarantee on a prescribed format on a yearly renewal basis or Demand Draft/Call Deposit Receipt to the amount of ten (10) % of Total Contract Price (Inclusive of All Taxes) in favor of Chief Executive Officer, TransPeshawar.
- 5.11.2 The TPC shall, after receipt of the Performance Security from the Winning Bidder, send the Service Agreement provided in the RFP, to the Winning Bidder. Within three (03) working days of the receipt of such Agreement, the Winning Bidder shall sign and date the Agreement and return it to TPC.
- 5.11.3 In the event of a withdrawal by a Winning Bidder or failure to submit Performance Security, TransPeshawar Company may invite the next Bidder to conclude a Service Agreement for the Required Services.
- 5.11.4 If a Bidder which was invited by TransPeshawar Company to sign a Service Agreement withdraws from the Bidding Process, the Bid Bond of the said Bidder shall be called by TransPeshawar Company and the next Bidder may be issued a Letter of Award.

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SECTION 6 – INSTRUCTIONS TO BIDDERS

6.1 General Terms that the Proposal Must Fulfil

- 6.1.1 All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 6.1.2 All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied by a notarized translation.

6.2 Proposal Package

- 6.2.1 The Proposal must be submitted in a single envelope containing relevant documentary evidence and financial quote under Single Stage – One Envelope Bidding Procedure.
- 6.2.2 The envelope must be properly sealed and must be marked with:
- (a) The name and the address of the Bidder;
 - (b) The address of TransPeshawar Company as indicated in paragraph 6.3.1;
 - (c) The warning: “Do not open before <insert Proposal Submission Deadline>”;
 - (d) The wording: “Proposal for **PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION**,”
- 6.2.3 The Proposal must contain:
- (a) One (1) complete original set of the Proposal, clearly marked as “**ORIGINAL**”;
 - (b) One (1) certified true copy clearly marked as “**COPY NO. __**”; and
 - (c) One (1) readable compact disc, flash disks, or flash drives containing an electronic copy of each Proposal document, in either Microsoft Word (.doc) or Portable Document Format (.pdf) format (Optional).
- 6.2.4 In the event of any discrepancy between an original and the copies, the original shall prevail.

6.3 Submission of Proposal

- 6.3.1 The Proposal must be delivered to TransPeshawar Company on or before the deadline specified in Paragraph 5.2.1 at the following address:

Attention: Chief Executive Officer

Chief Executive Officer, TransPeshawar.

Address: 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan.

- 6.3.2 The Proposal must be submitted in person or via registered post mail or via courier, in a closed envelope. The Proposal shall be considered submitted upon physical receipt by TransPeshawar Company of the master envelope or any other evidence the TransPeshawar Company may deem fit. TransPeshawar Company may issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

6.4 Content of Proposal

- 6.4.1 The Proposal shall contain all components listed below. The Proposal shall be considered only on the basis of information provided in accordance with the below prescribed templates.
- 6.4.2 The Bidder must submit a **Business Structure** in conformity with Schedule 1
- (a) The Business Structure must be signed and dated by the Authorized Representative of the Firm/ Company.
 - (b) The Bidder must be a firm/company registered/incorporated with Registrar of Firms/Security and Exchange Commission of Pakistan.

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- 6.4.3 The Bidder must submit **Proposal Submission Letter** in conformity with Schedule 2.
- (a) The Proposal Submission Letter must be signed by the Authorized Representative of the Firm/ Company.
- 6.4.4 The Bidder must submit a **Financial Offer** in conformity with Schedule 3.
- (a) The Financial Offer must be signed and dated by the Authorized Representative. Of the firm/ company.
- 6.4.5 The Bidder must submit an **Authority to Bid and Designation of Authorized Representative** in conformity with Schedule 4
- (a) The Authority to Bid and Designation of Authorized Representative must be signed and dated by the Corporate Secretary or equivalent officer of the Bidder.
- 6.4.6 The bidder must submit the **Integrity Pact** in conformity with Schedule 5.
- (a) Integrity Pact must be signed and dated by the Authorized Representative.
- 6.4.7 The Bidder must submit a **Bid Bond** to the amount of two (2%) percent of bid/quoted price in Shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of "**Chief Executive Officer, TransPeshawar**". The bid security shall be submitted from the account of the bidder who submits the bid;
- (a) The Bid Bond must be provided by the Bidder from Schedule Bank in Pakistan;
- (b) The Bid Bond can be claimed by TransPeshawar Company in case of:
- (i) Withdrawal from the Bidding Process between the Proposal Submission Date and the signing date of the Service Agreement;
 - (ii) Failed to submit Performance Security within the prescribed time;
 - (iii) Exclusion from the Bidding Process by TransPeshawar Company;
 - (iv) In case of any willful misconduct such as Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice, or Restrictive Practice.
- 6.4.8 The **following documents** shall be submitted with the proposal:
- (i) Certificate of Registration or incorporation for a firm/company with the registrar of firms or SECP;
 - (ii) Certificate of Registration with FBR and reflected on the Active Tax Payer List of FBR;
 - (iii) Certificate of Registration with KPRA for Sales Tax on Services;
 - (iv) Affidavit on duly notarized Judicial/stamp Paper amounting to PKR 150/- to the effect that the Service provider is not blacklisted by any provincial or federal public entity;
 - (v) Affidavit on duly notarized Judicial/stamp Paper amounting to PKR 150/- that the bidder/service provider is not in violation of any Law of Pakistan especially laws related to Labour Laws of Pakistan.
 - (vi) Registration of Company OR Firm with Employment and Old Age Benefit Institute (EOBI)
 - (vii) Registration of Company or Firm with Employee Social Security Institute (ESSI)
 - (viii) Initials/sign on RFP, Services agreements, and all its attachments as a token of acceptance of terms and conditions.
 - (ix) Submission of Schedule 1 through 5 in conformity with prescribed templates.

SECTION 7 - EVALUATION

7.1 Responsiveness Criteria

- 7.1.1 Prior to evaluation of Proposals, TransPeshawar Company shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

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- (a) the Proposal is received by the Proposal Submission Deadline;
- (b) the Proposal contains all the information in prescribed manner and on given formats (complete in all respects) as requested pursuant to this RFP; and
- (c) the Proposal does not contain any condition or qualification.

- 7.1.2 TransPeshawar Company reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by TransPeshawar Company in respect of such Proposal.

7.2 Evaluation

- 7.2.1 The responsive proposals shall be evaluated in accordance with the requirement prescribed under qualification criteria. The responsive proposal meeting the qualification criteria as mentioned above shall be considered for comparison of financial offers. The bidder with Lowest Financial bid/offer shall be determined as the winning bidder and considered for award of contract.

7.3 Information

- 7.3.1 Any information contained in the Application shall not in any way be construed as binding on TransPeshawar Company, its agents, successors, or assigns, but shall be binding against the Bidder if any contract is subsequently awarded to it under the Bidding Process on the basis of such information.

7.4 Clarification

- 7.4.1 TransPeshawar Company may, at its sole discretion, seek clarifications and ask for supporting documents from any Bidder regarding its Proposal. Such clarification(s) must be provided within the time specified by TransPeshawar Company for this purpose. Any request for clarification(s) and all clarification(s) must be sent by email, at the address specified in paragraph 5.5.1.
- 7.4.2 If a Bidder does not provide clarifications sought under paragraph 7.4.1 within the prescribed time, its Proposal may be rejected. In case the Proposal is not rejected, TransPeshawar Company may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of TransPeshawar Company.

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SECTION 8 - GENERAL MATTERS

8.1 Responsibility of Bidders

- 8.1.1 Notwithstanding any information given in the RFP and any additional communication from TransPeshawar Company, including supplemental notices and bid bulletins, it is the sole responsibility of any Bidder to:
- (a) be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
 - (b) examine all the bidding documentation, including all instructions, annexes, forms, schedules, terms, specifications, and drawings; and
 - (c) familiarize itself with all existing laws, decrees, acts, rules, and ordinances of the Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

8.2 Confidentiality

- 8.2.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TransPeshawar Company in relation to or matters arising out of, or concerning the Bidding Process.
- 8.2.2 TransPeshawar Company shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.
- 8.2.3 TransPeshawar Company shall not divulge any such information unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or TransPeshawar Company.

8.3 Proprietary Data

- 8.3.1 All documents and other information supplied by TransPeshawar Company or submitted by a Bidder to TransPeshawar Company shall remain or become the property of TransPeshawar Company.
- 8.3.2 Bidders must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for the preparation and submission of a Proposal.
- 8.3.3 TransPeshawar Company will not return any Proposal or any information provided along therewith.

8.4 Fraud and Corruption

- 8.4.1 It is TransPeshawar Company policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts.
- 8.4.2 In pursuit of this policy, TransPeshawar Company:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **Coercion** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process or affect the execution of the Service Agreement.
 - ii. **Collusion** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.
 - iii. **Corrupt Practice** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion, or coercion, which involves threats of injury to a person, property or reputation.
 - iv. **Fraudulent Practice** means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes

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collusive practices among Bidders (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- v. **Restrictive Practice** means any act, scheme, plan, or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool, and the like or arriving at any understanding or arrangement among Bidders, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.
 - vi. **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by TransPeshawar Company with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.
- (b) will exclude from the Bidding Process any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and
 - (c) will denounce to relevant authorities any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being canceled and/or such Bidder incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.

8.5 **Governing Law and Rules**

- 8.5.1 The provisions of the Islamic Republic of Pakistan shall govern all matters relating to this RFP.

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

**Schedule 1
Business Structure (Firm/company)**

Name of Bidder: _____

Contact Information of Bidder:

Address	
Website	
Contact Person	
Telephone	
Fax	
Email	

For and on behalf of (*Name of Bidder:* _____)

(*Signature of the Authorized Representative*)

(*Name, title, and date*)

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

Schedule 2

Proposal Submission Letter

To be submitted by the Bidder on official letterhead

I, _____ (name), Pakistani, of legal age, with office address at _____ (address), as Authorized Representative of _____ (name of firm/company), hereby certify for and on behalf of _____ (name of firm/company) that:

1. _____ (name of Bidder) is bidding for the provision of the Required Services for Peshawar Sustainable BRT Corridor System and hereby submitting its Proposal, which shall remain valid and binding upon _____ (name of Bidder) for a period of one hundred eighty (180) days from the Proposal Opening Date;
2. _____ (name of Bidder) confirms that all statements made and the information and documents provided in its Proposal, including statements made by all Members, their Affiliates and proposed Subcontractors, are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification;
3. _____ (name of Bidder) authorizes TransPeshawar Company to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; _____ (name of Bidder) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
4. _____ (name of Bidder) acknowledges the right of TransPeshawar Company to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
5. _____ (name of Bidder), including all Members, their Affiliates and proposed Subcontractors, have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
6. _____ (name of Bidder) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against TransPeshawar Company inconvenient the Bidding Process; and
7. _____ (name of Bidder) acknowledges that TransPeshawar Company is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that TransPeshawar Company will suffer serious and irreparable damage on account of any breach by _____ (name of Bidder) of these undertakings, and agree that the breach of these undertakings shall result in _____ (name of Bidder)'s automatic disqualification from the Bidding Process.

For and on behalf of _____ (name of Bidder)

(Signature of the Authorized Representative)

(Name, title, and date)

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

Schedule 3

Financial Offer

To be submitted by the Bidder on official letterhead

I, _____ (name), Pakistani, of legal age, with office address at _____ (address), Authorized Representative of _____ (firm/company), hereby declare for and on behalf of _____ (name of firm/company) that:

1. _____ (name of Bidder) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
2. _____ (name of Bidder) has examined the Site Location and made all due diligence in estimation of costs and Risks envisioned under the Agreement;
3. _____ (name of Bidder) hereby submits its Financial Offer, for undertaking the Service Agreement, which shall remain valid and binding upon (-----
-----name of Bidder) for a period of one hundred eighty (180) days from the Proposal Opening Date; and
4. Total Charges offered for two (02) years by _____ (name of Bidder) is of an amount of (amount in words & integer) Pakistani Rupees (Inclusive of all Taxes).

S/ No.	Description	Quantity of Personnels (As per (Appendix-A) Required Services and including reserve/ reliever/ replacement, contingencies and in compliance with Labor Laws of Pakistan) (A)	Monthly Cost of per Personnel in PKR (inclusive of all taxes except sales tax on services) (B)	Total Monthly Cost of Services in PKR (Inclusive of all taxes except sales tax on services) C= A x B	Sale Tax on Services (D)	Total Monthly Cost of Services (Inclusive of All Applicable Taxes) E= D + C
1	PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION	6				

For and on behalf of _____ (name of Bidder)

(Signature of Authorized Representative)

(Name, title, and date)

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

Schedule 4

Authority to Bid and Designation of Authorized Representative (partnership/corporation)

(To be submitted by a Bidder which is a partnership or corporation on Stamp paper of PKR 150/- duly notarized)

I, _____ (*Corporate Secretary or equivalent officer*), hereby depose and state that:

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

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

At a regular/special meeting of the Board of Directors/Partners of the Firm, held on _____ (*date*) at _____ (*place*), in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

That _____ (*name of Bidder*) be, and is, authorized to participate in the Bidding Process and to bid for the provision of the Required Services for TransPeshawar Company;

That _____ (*name of Representative*) be and is hereby appointed as the authorized representative of the Bidder during the Bidding Process, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Bidder; and

That any and all acts done and/or performed by _____ (*name of Representative*) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended, or modified and remain valid and binding on the Bidder;

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

For and on behalf of _____ (*name of Bidder*)

(*Signature of Corporate Secretary or equivalent officer*)

(*Name, title, and date*)

Note: Credible evidence must be submitted by authorizer that he/she is capable to authorize signatory to the bid on behalf of bidder/service provider.

RFP FOR PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION

Schedule 5

Affidavit of Integrity Pact

(To be submitted on Stamp paper of PKR 150/- duly notarized)

DECLARATION OF FEES, COMMISSIONS, AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

_____ [Name of Bidder] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege, or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt 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 GoKPK, except that which has been expressly declared pursuant hereto.

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

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

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2025

Schedule 6
Comment Form

Name of Bidder: _____

Individual Clarification Meeting requested: Yes / No

Comment 1

Subject	
Location in RFP (clause and page number)	
The original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

Comment 2

Subject	
Location in RFP (clause and page number)	
The original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

**Services Agreement for Helpline Operations of Peshawar Bus Rapid Transit Corridor
Project**

Between

TransPeshawar (The Urban Mobility Company)

AND

[Service Provider]

Dated of, 2025

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this..... day of, 2025 (this Agreement)

BY & BETWEEN

TransPeshawar (The Urban Mobility Company), a company existing under the laws of Pakistan, has its registered office at 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Chamkani, Peshawar, Khyber Pakhtunkhwa, Pakistan (hereinafter referred to as “**the Company or TPC**”, which expression shall, where the context so admits, be deemed to include its authorized representatives, successors in interest, executors and permitted assigns) of the **First Part**;

AND

<Insert name of Firm/Company>, incorporated in [.....], with company/firm registration no. [.....] and whose registered address is at [.....] (hereinafter referred to as “**the Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns of the Other Part.

(All capitalized terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

RECITALS

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 “**Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project**” and other related activities (hereinafter the “Services”). TPC intends to enter into the Agreement with the Service Provider, selected through a competitive bidding process, who will provide the Services as part of 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 to the provision of Services, 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 the 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, THEREFORE, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

ARTICLE – I
DEFINITIONS & RULES OF INTERPRETATION

1.1. DEFINITIONS:

In this Agreement, the capitalized terms shall, unless otherwise specified, have the meaning ascribed to them as under:

- 1) **“Additional Service Notice”** shall have the same meaning ascribed to it in Clause 3.5 of this Agreement.
- 2) **“Agreement”** shall mean this agreement between TPC and the Service Provider, as amended from time to time.
- 3) **“Breach”** shall have the same meaning ascribed to it in Clause 10.1.
- 4) **“Charges”** shall have the same meaning ascribed to it in Article 4.1.
- 5) **“Commencement Date”** means the date on which the Services shall commence as notified by TPC by way of Service Notice.
- 6) **“Contract Price”** means Charges to be received under the Agreement for the Term in return for the Services and includes all applicable taxes.
- 7) **“TPC’s Representative”** shall mean the person or persons appointed by TPC from time to time as its representatives by virtue of the Instructions.
- 8) **“Consents”** shall mean all approvals, consents, authorizations, notifications, concessions, acknowledgments, licenses, permits, decisions, or similar items required to be obtained under the Laws of Pakistan.
- 9) **“Service Provider’s Representation”** shall have the same meaning ascribed to it in Recital B of this Agreement.
- 10) **“Service Provider’s Representative”** shall mean the person or persons appointed by the Service Provider from time to time as its representative to receive the Instructions and other correspondence from TPC.
- 11) **“Day”** shall mean the time from 0000hours to midnight according to the Pakistan Standard Time.
- 12) **“Effective Date”** shall mean the date of signature on the agreement.
- 13) **“Instructions”** shall mean the instructions and directions given by TPC from time to time to the Service Provider for the purposes of this Agreement and which shall become an integral part of this Agreement.
- 14) **“License”** 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.
- 15) **“Liquidated Damages”** means the amounts to be deducted from the monthly invoice of Service Provider pursuant to particular service level failures as set out in the Operational Specification Schedule / Services.
- 16) **“Laws of Pakistan or Applicable Laws”** shall mean the Constitution of the Islamic Republic of Pakistan, 1973, the federal, provincial and local laws of Pakistan, including all orders, rules, regulations, statutory rules and regulatory orders “S.R.O.’s”, executive orders, decrees, policies, judicial decisions,

notifications, guidelines, or other similar directives issued pursuant thereto, as any of the foregoing may be in effect or amended from time to time, including, without limitation, the labour laws of Pakistan.

- 17) **"Monthly Invoice"** shall mean an invoice on letterhead of the Service Provider to be raised in a month against Services.
- 18) **"Parties"** shall mean collectively TPC and the Service Provider and the term **"Party"** shall mean any one of them, as the context so requires.
- 19) **"Personnel or Call Agent"** shall mean the personnel employed or otherwise engaged by the Service Provider to perform the Services hereunder.
- 20) **"PKR"** shall mean the official currency of Pakistan and the term **"Rupees"** shall mean accordingly.
- 21) **"Quality & Delivery Requirements"** shall have the meaning ascribed to it in Clause 3.4 of this Agreement.
- 22) **"Services"** shall mean the services (including the additional services where applicable) which are set out in Appendix – A of this Agreement and shall have the same meaning ascribed to it in Recital A of this Agreement.
- 23) **"Term"** shall have the same meaning ascribed to it in Clause 2.4.

1.2. RULES OF INTERPRETATION:

Save to the extent that the context or the express provisions of this Agreement otherwise requires:

- (i) Words importing the singular include the plural and vice versa.
- (ii) Headings and sub-headings shall not be deemed parts of this Agreement and shall not be taken into consideration in the interpretation or construction hereof.
- (iii) References to Articles, Clauses, Sub-Clauses, Schedules, and Annexes shall be construed as references to articles, clauses, sub-clauses, schedules, and annexes of this Agreement unless otherwise stated.
- (iv) References to: (a) natural persons include reference to corporate bodies; (b) persons include their successors and any permitted transferees, assigns, and legal heirs; (c) dates and periods relate to the Gregorian calendar; and (d) one gender including neuter shall include reference to all genders.
- (v) Where the words "include" or "including" appear they are to be construed without limitation.
- (vi) All references to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates, or replaces the same and shall include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.
- (vii) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.
- (viii) a reference to a gender includes the other genders;

- (ix) This Agreement shall be read as a whole for the purposes of interpretation. However, in the event of any inconsistency among different provisions of this Agreement and its Annexes, or other documents which form an integral part of this Agreement, the terms of the Agreement shall prevail.

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THE REMAINING PROVISIONS TO CONTINUE ON THE NEXT PAGE

ARTICLE – II

TERM OF THE AGREEMENT

- 2.1 The defined words and expressions set out in Clause 1.1 [Definitions] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause 1.2 [Rules of Interpretation] hereof shall apply to the Agreement.
- 2.2 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) Appendix-A [Operational Specifications Schedule/ Services];
 - b) the body of this Agreement, including Article-I;
 - c) Letter of Award;
 - d) Appendix-B [Charges];
 - e) Appendix-C [Helpline training Manual and updated from time to time]; and
 - f) Appendix-D [Performance Security].

2.3 Effect of this Agreement

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

2.4 Commencement of the Services and Term

The Service Provider shall provide the Services from the Commencement Date until the Termination Date. 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 of two (02) years commencing from the Commencement Date or other such times agreed between Parties through amendment. The term may be extendable for further one (01) year with the mutual consent of both parties.

- 2.5 This Agreement shall come into full force and effect on the day of -----, 2025 and shall remain in full force and effect up to , 2026 (hereinafter, “the Term”), unless terminated earlier in terms of Article X.

ARTICLE – III

THE SERVICES

- 3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider’s industry and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.
- 3.2 The Service Provider understands and agrees that TPC has relied upon the Service Provider’s Representation and that the Service Provider shall be principally responsible

for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.

- 3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to TPC, as per the description set out in Operational Specification Schedule - **Appendix A** of this Agreement. The Services being provided by the Service Provider shall, in addition to the requirements and description set out in **Appendix A**, comply with the professional standards in the Service Provider's industry, the TPC's express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed (hereinafter the "**Quality & Delivery Requirements**") and the Service Provider's Representation.

3.4 SPECIFIC OBLIGATIONS RELATING TO QUALITY & DELIVERY REQUIREMENTS

- 3.4.1 The Service Provider, in order to specifically comply with the Quality & Delivery Requirements and **Appendix A**, shall, in addition to and without prejudice to its other obligations under this Agreement, comply with the following:
- i) Without prejudice to the TPC's rights set out in Clause 3.4.1 above, the Service Provider acknowledges and agrees that TPC has the right to evaluate the performance of the Service Provider in accordance with the evaluation procedure set out in **Article-VI**.

3.5 ADDITIONAL SERVICES

- 3.5.1 During the Term of the Agreement, TPC may require the Service Provider to provide additional services. For the purposes of obtaining the additional services from the Service Provider, TPC's Representative shall, from time to time, in the form of a letter on TPC's official letterhead addressed to the Service Provider's Representative, specify the information in respect of a particular additional Service required by TPC (hereinafter, "the **Additional Service Notice**").
- 3.5.2 Within Fifteen (15) Days from the date of each of the additional Services Notices, the Service Provider shall ensure the provision of the additional services in an efficient manner and within the timelines and quality requirements as set out in the Instructions.
- 3.5.3 In respect of the additional services, TPC shall issue separate Instructions in respect of the quality and specifications of the additional services and the timelines in which the additional services are to be completed. The Parties shall amend Appendix A of this Agreement as and when TPC requires the additional services and such amendment shall reflect the complete description and the specifications of the additional services. Without prejudice to the provisions of this Clause 3.5 the requirements, in respect of the submission of monthly performance report, TPC's right to penalize the Service Provider and TPC's right of evaluation shall apply equally in respect of the additional services.
- 3.5.4 In the case of Additional Services, the Charges of Additional Services shall be in accordance with the procedure defined in **Appendix-B**.

3.6 GENERAL OBLIGATIONS

Without prejudice to the above-stated provision of **Article III** of this Agreement, the Service Provider shall:

- 3.6.1 provide the Services and/or additional services in a professional and efficient manner and to the highest standard and with all due care, speed and diligence and using all reasonable skill and care in the performance thereof and in accordance with the terms and conditions of this Agreement.
- 3.6.2 ensure that the Services and/or additional services are performed in accordance with any agreed timetable as may be set out in the Instructions and in accordance with Clause 3.4 of this Agreement. If no such timetable is set out, then the Services shall be performed within a reasonable time, consistent with good practice in the Service Provider's industry standards internationally.
- 3.6.3 at all times act in the best interest of TPC and will in all aspects diligently and faithfully observe all directions of TPC.
- 3.6.4 ensure that sufficient time is devoted to providing the Services to meet its obligations under this Agreement.
- 3.6.5 ensure that each member of the Personnel shall perform the Services diligently and use due skill and care in the exercise thereof.
- 3.6.6 be solely responsible to ensure that all Services rendered in terms of this Agreement are of objectively acceptable quality.
- 3.6.7 comply with the Instructions of TPC given from time to time.

3.7 COMPLIANCE WITH COMPANY POLICIES

- 3.7.1 The Service Provider hereby represents and warrants that it has obtained updated copies of all relevant TPC policies and procedures, included but not limited to the Environmental Health & Safety Policy, the Standards of Business Conduct, Security Policy and Helpline training manual. The Service Provider further represents that he fully understands the relevant TPC policies and procedures and shall ensure complete compliance with such policies and procedures in the provision of the Services and/or additional services.
- 3.7.2 The Service Provider shall after each calendar year during the term of this Agreement, provide a written certificate evidencing the Service Provider's compliance with the relevant TPC policies and procedures. In the event TPC is of the view that the Service Provider has failed to comply with the relevant policies and procedures, then such non-compliance shall be considered a material breach of the Agreement and shall entitle TPC to claim any and all damages suffered by TPC, due to the Service Provider's non-compliance, and/or to terminate this Agreement with immediate effect.
- 3.7.3 All actions, activities, consents, approvals, and other undertakings of the Service Provider in this Agreement shall be performed in a reasonable and timely manner, it is expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Clause 3.7 the normal standards of performance within the service industry in the relevant market shall be the measure.

ARTICLE – IV
PAYMENT OF CHARGES & TAXES

- 4.1 CHARGES:** The price for the purposes of this Agreement for Services and/or the additional services shall be in accordance with the charges set out in **Appendix-B** (hereinafter, “the Charges”).
- 4.1.1 All amounts to be claimed by the Service Provider and to be paid by TPC for the Services performed by the Service Provider in terms of this Agreement shall be made against invoices to be raised by the Service Provider each month (hereinafter, “the Monthly Invoices”).
- 4.1.2 The Charges shall remain unchanged for the entire Term of this Agreement except with an increase in the minimum wage, provided that any changes in the Charges shall only be made after the mutual agreement, in writing, between the Parties in respect of such change in Charge and procedure as defined in **Appendix-B**.
- 4.2** All payments of Charges to be made by TPC to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.
- 4.3** TPC shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by TPC, pending resolution of such dispute in accordance with this Agreement.
- 4.4** TPC shall be entitled to deduct any amounts payable by Service Provider to TPC including Liquidated Damages.
- 4.5** 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 except sales tax on services and, upon request from TPC, provide proof that such obligations have been satisfied in full.
- 4.6** The Sale Tax on Services shall be paid by TPC. However, the Applicable Sale Tax Invoice shall be submitted by Service Provider in accordance with Law of Pakistan. The notified Sales Tax rates may be amended from time to time by the Government. Any changes in the rate of notified Sales Tax will be incorporated in the invoice based on the already agreed Net amount of services.
- 4.7** The payment by TPC of any Charges against invoices shall not be deemed to be approval and/or acceptance by TPC of any work/Services or matters in respect of which such invoice is issued and will be without prejudice to the TPC’s rights and remedies under this Agreement or at law or in equity in respect of any failure or delay on the part of the Service Provider to perform its obligations.

ARTICLE – V

PERSONNEL

- 5.1** The Service Provider shall ensure that during the entire currency of this Agreement, it has a proper structure in place for the proper and timely performance of the Services in terms of this Agreement. The Service Provider shall ensure that the Services are carried out by the Personnel on a day-to-day basis as per the timetable communicated by TPC to the Service Provider from time to time.
- 5.2** The Service Provider shall be responsible and accountable to TPC, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.
- 5.3** The Service Provider is an independent entity and the Personnel shall be the Service Provider's employees and not those of TPC. The Service Provider agrees to and does hereby accept full and exclusive liability, as between the Service Provider and TPC, for the payment of all amounts including, but not limited to, the payments of all wages, commissions, insurances, site allowances, or other remuneration whatsoever to the Personnel and for the payment of any and all taxes, contributions for unemployment insurance, old-age pensions, workmen's compensation, gratuities or any other benefits or taxes under the applicable Laws of Pakistan which may be granted or imposed on such persons by any of the Federal, Provincial, municipal or other authorities. The Service Provider hereby indemnifies and agrees to hold harmless TPC, its director, officer, and its respective employees, agents, and representatives to the fullest extent from and against any loss, cost, damage, claim (including, without limitation, court costs and legal fees and expenses) and consequential losses in respect of any of the foregoing.

ARTICLE – VI

AUDIT & EVALUATION

- 6.1** The Service Provider acknowledges the fact that TPC has relied on the Service Provider's Representation to enter into this Agreement. Therefore, a high standard of quality in the supply of the Services is of the essence of this Agreement. The Parties agree that throughout the currency of this Agreement, TPC shall have an absolute right to carry out audits and evaluations (including external independent audits by TPC's recognized audit advisors) as set out in this **Article VI**.
- 6.2** **AUDITS:**
- 6.2.1** TPC or its representatives shall on giving reasonable notice have the right to inspect and audit, at a frequency determined at the sole discretion of TPC including for up to two (2) years post expiry or termination of this Agreement, any and all documents, records, books or accounts in the possession or control of the Service Provider relating in any way whatsoever to the performance of this Agreement.
- 6.2.2** Without prejudice to any other rights or remedies of TPC under this Agreement, if any inspection or audit reveals that the Service Provider has not complied with any of its obligations under this Agreement, the Service Provider shall, at its own expense, immediately comply and take all necessary steps and actions to ensure that it has complied with all obligations as and when they accrued, all to the reasonable satisfaction of TPC. The Service Provider shall provide all such information and documents as TPC may request to demonstrate its compliance.

- 6.3** EVALUATION: Without prejudice to the generality of the above Clause, and after six (6) Months from the Effective Date, in order to ensure that the Service Provider is performing and ensuring that the Personnel are performing the Services and/or additional services strictly in accordance with the terms of this Agreement and, especially, the Instructions, **Appendix A** and the Quality and Delivery Requirements, TPC may, in its sole discretion, carry out the evaluations. The evaluations shall be carried out in respect of the Services and/or the additional services. In the event that TPC's evaluations reveal that the Services and/or additional services are not being performed in accordance with the terms of this Agreement, then in such event, TPC shall be entitled to have the Service Provider re-perform the Services and/or additional services at no cost to TPC and/or have another party perform the Services and/or additional services at the complete cost and expense of the Service Provider and/or terminate this Agreement immediately and claim any and all damages, in accordance with the terms of this Agreement and the Laws of Pakistan, which TPC has suffered due to the Service Provider's failure to perform the Services and/or additional services in accordance with the terms of this Agreement.

ARTICLE – VII

REPRESENTATION AND WARRANTIES

- 7.1** The Service Provider represents, warrants, and undertakes that:
- 7.1.1 it shall discharge its obligations in the provision of the Services with all reasonable skill and care in accordance with good industry practice;
 - 7.1.2 the Services shall conform in all respects with any specifications and other requirements or descriptions stated;
 - 7.1.3 any non-conformity of the Services notified to it shall be rectified within a time-scale acceptable to TPC, which shall not exceed seven (07) Days or any other time as agreed to between the Parties in writing or specified in Appendix-B;
 - 7.1.4 it will neither do nor omit to do anything which results or in the reasonable opinion of TPC may result, in damage to the reputation, good name, and market perception of TPC;
 - 7.1.5 it is properly constituted and incorporated in accordance with the Applicable Law;
 - 7.1.6 it has the power, authority, and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
 - 7.1.7 it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
 - 7.1.8 the obligations expressed to be assumed by the Service Provider under this Agreement are legal, valid, binding, and enforceable to the extent permitted by Laws of Pakistan;
 - 7.1.9 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;
 - 7.1.10 it is and will be in compliance with all Applicable Laws;
 - 7.1.11 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;
 - 7.1.12 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.

7.1.13 if during the term of this Agreement, the Service Provider gains the knowledge of any special method by which the business of TPC can benefit, it shall neither divulge it to any other company or business concern nor shall it make use of the same for its own business purposes directly or indirectly; and,

7.1.14 it is an independent entity, engaged in the business of, inter alia, providing end-to-end solutions to organisations and that the Service Provider is not an employee of TPC or any of its subsidiaries or affiliates. Similarly, the Personnel are not employees of TPC or any of its subsidiaries or affiliates.

7.2 Each of the warranties given by the Service Provider under this **Article VII** shall be deemed to be given on a continuing basis throughout the duration of this Agreement and any breach shall entitle TPC to terminate this Agreement pursuant to **Article-X**.

ARTICLE – VIII

INDEMNITY

8.1 The Service Provider agrees and acknowledges that by entering into this Agreement, TPC is relying upon the skill, expertise, knowledge, and experience of the Service Provider and the Personnel in the provision of Services (more specifically the Service Provider's Representation) and, accordingly, the Service Provider hereby indemnifies and keep TPC, its directors, officers, employees, agents and representatives fully and effectively indemnified against any and all losses, damages, liabilities, penalties, fines, and expenses resulting from or arising out of proceedings, claims, actions or demands, brought or made against TPC as a result of any breach of this Agreement or negligence including any negligent act or omission in connection with the performance of the Services on the part of the Service Provider and the Personnel.

8.2 **DEFENCE OF CLAIMS:**

8.2.1 The Service Provider shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defense of such claim, action, suit or proceedings in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify TPC hereunder, subject to the prior approval of such counsel by TPC.

8.2.2 Notwithstanding the provisions of Clause 8.2.1, unless and until the Service Provider acknowledges in writing its obligation to indemnify TPC and assumes control of the defense of a claim, suit, action, or proceeding in accordance with Clause 8.2.1, TPC shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against TPC in respect of, resulting from, related to or arising out of any matter for which it is indemnified hereunder, and the reasonable costs and expense thereof shall be subject to the indemnification obligations of the Service Provider hereunder.

8.2.3 Upon assumption by the Service Provider of the control of the defense of a claim, suit, action, or proceeding, the Service Provider shall reimburse TPC for the reasonable costs and expenses of TPC incurred in the defense of the claim, suit, action, or proceeding prior to the Service Provider's acknowledgement of the indemnification and assumption of the defense.

8.2.4 The Service Provider shall not be entitled to settle or compromise any claim, action, suit, or proceeding without the prior written consent of TPC.

8.2.5 Following the acknowledgement of the indemnification and the assumption of the defense by the Service Provider, TPC shall have the right to employ its own counsel and such counsel may participate in such activities, but the fees and expenses of such counsel shall be at the expense of the Service Provider, when and as incurred, unless

- i. TPC shall have reasonably concluded that there may be a conflict of interest between the Service Provider and TPC in the conduct of the defense of such action;
- ii. the Service Provider shall not in fact have employed independent counsel reasonably satisfactory to TPC to assume the defense of such action and shall have been so notified by TPC; or
- iii. TPC shall have reasonably concluded and specifically notified the Service Provider either that there may be specific defenses available to it which are different from or additional to those available to the Service Provider or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement. If Clauses (i) and/or (ii) shall be applicable, then counsel for TPC shall have the right to direct the defense of such claim, action, suit, or proceeding on behalf of TPC and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

8.3 Service Provider hereby indemnifies and keep the TPC, its directors, officers, employees, agents, and representatives fully and effectively indemnified against any and all direct losses, damages, liabilities, penalties, fines, and expenses resulting from or arising out of proceedings, claims, actions or demands, brought or made against the TPC as a result of any wilful breach of this Agreement or negligence including any negligent act or omission in connection with the obligations set out in this Agreement.

ARTICLE – IX

FORCE MAJEURE

9.1 **Definition:** A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party’s power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:

- 9.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),
- 9.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- 9.1.3 any Lapse of Consent that (a) shall itself have existed for twenty-six (26) Days or more, (b) together with any and all other Lapses of Consents that have occurred in the same Year, shall have existed in the aggregate for thirty (30) Days or more in such Year, or (c) together with any and all other Lapses of Consents that have occurred in the same and in the two immediately preceding Agreement Years, shall have existed, in the aggregate, for thirty-five (35) Days or more;
- 9.1.4 radioactive contamination or ionizing radiation originating from a source in Pakistan or resulting from another Pakistan Political Force Majeure Event; or
- 9.1.5 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
 - i. lightning, earthquake, tsunamis, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
 - ii. fire, explosion, or chemical contamination (other than resulting from an act referred to in Clause 9.1.4, in which case it shall be a Pakistan Political Force Majeure Event);
 - iii. epidemic or plague;
 - iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

9.2 Notification Obligations:

- 9.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:
 - i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
 - ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing

the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

9.2.2 The affected Party shall provide notice to the other Party of:

- i. the cessation of the Force Majeure Event, and
- ii. its ability to recommence performance of its obligations under this Agreement,

in each case as soon as possible and in any event not later than seven (7) Days after the occurrence of (i) and (ii) above.

9.2.3 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 9.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 9.5 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required by Clause 9.2.2 has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 9.2.1, the affected Party shall be excused for such failure or delay pursuant to Clause 9.4 from the date of commencement of the relevant Force Majeure Event.

9.3 Duty To Mitigate: The affected Party shall use all reasonable efforts to mitigate the effects of a Force Majeure Event, including but not limited to the payment of all reasonable sums of money by or on behalf of the affected Party in light of the likely efficacy of the mitigation measures.

9.4 Delay Caused By Force Majeure:

9.4.1 So long as the affected Party has, at all times since the occurrence of the Force Majeure Event, complied with the obligations of Clauses 9.2 and 9.3 and continues to so comply, then:

- i. the affected Party shall not be liable for any failure or delay in performing its affected obligations under or pursuant to this Agreement during the existence of a Force Majeure Event and;
- ii. any affected performance deadline that the affected Party is obligated to meet under this Agreement shall be extended; and
- iii. the Expiry Date is extended provided, however, that no relief, including the extension of performance deadlines, shall be granted to the affected Party pursuant to this Clause 9.4 to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure Event not occurred.

9.4.2 Without limiting either Party's:

- i. liability for breaches of this Agreement, or

- ii. right to indemnification pursuant to **Article VIII**;

the other Party shall not bear any liability for any loss suffered by the affected Party as a result of a Force Majeure Event.

- 9.5 Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding two (2) Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

ARTICLE – X

TERMINATION

- 10.1 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by TPC if the Service Provider commits a material breach. For the purposes of this Clause 10.1, the term “material breach” shall mean to include:
- 10.1.1 fails to provide or maintain or replenish the Performance Guarantee; and/or
 - 10.1.2 delegates, cedes, or sub-contracts this Agreement or part thereof in contravention of the provision hereof without having obtained TPC’s prior written consent; and/or
 - 10.1.3 fails to obtain or maintain as required any of necessary operating licenses to be used in the rendering of the Services or has such necessary licenses withdrawn, cancelled, suspended or revoked; and/or
 - 10.1.4 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; and/or
 - 10.1.5 Abandons, suspends services, or otherwise repudiates the Services or any of its obligations under this Agreement; and/or
 - 10.1.6 consistently fails to observe any provision of this Agreement or the Operational Specifications Schedule (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; and/ or
 - 10.1.7 if the Service Provider has failed to perform the Services and/or additional services in accordance with the terms of this Agreement for a period of three (03) days; and/or
 - 10.1.8 if the ownership and/or control of the Service Provider is transferred or changed; and/or
 - 10.1.9 Liquidated Damages imposed by TPC are continuously 10 % of the monthly invoice consecutively for Three (3) months.

- 10.2 In the event of termination of this Agreement, all correctly rendered invoices shall be honoured up to the point of termination subject to any reductions to reflect any payments made in advance in accordance with **Article IV** (Charges) or owing to any delays in the performance of the Services in accordance with the Quality & Delivery Requirements for Services and/or additional services. Where such advance payments exceed any Charges owed to the Service Provider, the Service Provider shall immediately refund such an amount by way of a cheque in favour of TPC.
- 10.3 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.
- 10.4 TPC reserves the right to terminate the agreement at any time, at its convenience, without any liability to the service provider

ARTICLE – XI

CONFIDENTIALITY

- 11.1 For the purposes of this **Article XI “Confidential Information”** means in respect of TPC (the “**Disclosing Party**”) any information that relates to the Disclosing Party’s business, products, financial and management affairs, price lists, customers, suppliers, employees, or authorized agents, plans, proposals, strategies, technical processes, computer software, and systems or trade secrets, Target Consumers, and the Data, which comes into the possession of the Service Provider (the “**Receiving Party**”) by virtue of this Agreement and which the Disclosing Party regards, or could reasonably be expected to regard, as confidential, in each case whether written or oral and in whatever medium and whether or not marked in writing as “confidential”, and any and all information which has been or may be derived or obtained from or which otherwise reflects such information.
- 11.2 The Receiving Party shall at all times, both while this Agreement remains in force and thereafter:
- 11.2.1 keep the Confidential Information of the Disclosing Party confidential;
 - 11.2.2 use the Confidential Information of the Disclosing Party solely in the performance of its obligations or the exercise of its rights under this Agreement; and
 - 11.2.3 not disclose it to any third party without the prior written consent of the Disclosing Party.
- 11.3 The obligations of confidentiality contained in Clause 11.2 shall not apply to:
- 11.3.1 any Confidential Information which is now or hereafter becomes available to the public otherwise than by a breach of this Agreement; or
 - 11.3.2 any Confidential Information which the Receiving Party can show (by evidence in writing) was in its possession free from obligations of confidentiality prior to such receipt; or
 - 11.3.3 any Confidential Information which the Receiving Party has received from a third party who has lawfully obtained the Confidential Information free of any restriction which would prohibit the disclosure of such Confidential Information; or
 - 11.3.4 disclosures which the Receiving Party is required to make by law or pursuant to an order of a competent court provided that (where practicable) the Receiving Party notifies the other Party sufficiently in advance of such a requirement so that

it may seek a protective order (or equivalent) with respect to such disclosure with which the Receiving Party shall fully comply.

ARTICLE – XII

INTELLECTUAL PROPERTY

- 12.1 All and any works of authorship and materials developed, written, produced and prepared by the Service Provider, in whatever media, in relation to or arising from the performance of the Services under this Agreement, and the intellectual property rights capable of subsisting therein and in any Deliverables, shall be and shall remain the exclusive property of TPC. Once TPC has fulfilled its payment obligations to the Service Provider, the Service Provider hereby irrevocably assigns them to TPC with effect from the date full payment for the Services is received by the Service Provider. On full payment of the Charges against each Service, intellectual property rights will be assigned to TPC.
- 12.2 Title and ownership to any pre-existing materials supplied by the Service Provider for the performance of the Services shall remain the property of the Service Provider or the lawful owner. To the extent, the Service Provider is not able to grant TPC such a license and where TPC requests, the Service Provider shall use its best endeavors to procure the grant of such a licence to TPC from the relevant owner of such materials on terms acceptable to TPC.
- 12.3 Any artwork, plans, documents, specifications, drawings, samples, plans, and similar materials including specifically but without limitation, the Database supplied by TPC for the purpose of this Agreement shall at all times remain the property of TPC. The Service Provider shall return all such documents, including all copies, upon completion of the work requiring their use on termination by way of expiry of the Term or earlier termination in terms of **Article VI** above of this Agreement, whichever is the sooner.
- 12.4 The Service Provider hereby indemnifies TPC and keeps it fully and effectively indemnified against all losses, damages, costs, claims, demands, or proceedings of whatever nature, arising from any claim by any third party that any of the materials, documentation, or software (pre-existing or otherwise) used in connection with the Services, or comprised in any Deliverables, infringe the intellectual property rights of any third party.
- 12.5 In the event of any claim being made or proceeding brought against TPC, arising out of matters referred to in Clauses 12.1, 12.2, and 12.3 above, TPC shall promptly notify the Service Provider and at TPC's sole discretion may require the Service Provider to conduct at the Service Provider's own expense all negotiations for the settlement of the same, and any litigation that may arise from any such claim. The conduct by the Service Provider of any such negotiations or litigation shall be conditional upon the Service Provider:
- 12.5.1 taking over such conduct promptly after being notified by TPC of such claim;
 - 12.5.2 keeping TPC informed regularly of all developments in relation to such negotiation and litigation; and
 - 12.5.3 allowing TPC to be represented and/or to take part in any settlement negotiations or litigation.

- 12.6 It is understood and agreed to between the Parties that the Service Provider shall not, save with prior written consent of TPC, in any manner use the name of TPC or any of its Brands or trademarks in any kind of promotional activity or use as a reference.

ARTICLE – XIII

DISPUTE RESOLUTION MECHANISM & USE OF EXPERT

- 13.1 **Amicable Resolution:** If any dispute, claim or difference of any kind shall arise between the Service Provider and TPC, either during or after the Term of this Agreement, as to:
- 13.1.1 the interpretation or construction of this Agreement or any term hereof;
- 13.1.2 the performance of the Services or the other obligations of the Service Provider or TPC; or
- 13.1.3 any other matter or thing of whatsoever nature arising under this Agreement or in connection herewith or with the rescission or breach hereof; (hereinafter collectively referred to as “the Dispute”) then the disputing Party shall serve a notice to the other Party (hereinafter, “the Dispute Notice”) thereby expressing its intent of referring the Dispute to the representatives to be nominated by each Party for amicable resolution within Ten (10) Days from the date of the Dispute Notice.
- 13.2 **Use of Expert:** If the nominated representatives are unable to resolve the Dispute to the satisfaction of the Parties within Thirty (30) Days from the date of Dispute Notice, then a Party shall have the right to refer the matter to the Expert within Ten (10) Days from the expiry of the said Thirty (30) Days, by notice in writing to the Expert with a copy to the other Party. The Expert shall hear all Disputes which may arise at any time under this Agreement and which are required by the terms hereof to be referred to the Expert.
- 13.2.1 Each Party shall bear its own costs incurred for resolution of Dispute by Expert.
- 13.2.2 During such period and during any dispute resolution procedure prescribed in this Agreement, the Parties shall faithfully continue to perform their respective obligations under this Agreement.
- 13.2.3 The Expert shall be provided with a copy of the written materials prepared by either Party. The Party initiating the resolution of the Dispute by recourse to the Expert shall submit to the Expert:
- i. a description of the Dispute and a statement of such Party’s position and whether a hearing is requested by such Party;
 - ii. a statement of such Party’s position; and
 - iii. copies of records supporting the Party’s position.
- 13.2.4 The Expert shall forward all papers received from one Party to the other and shall allow each Party to respond to documents received from the other Party within such time period as the Expert may stipulate. Each Party shall designate one person knowledgeable about the issues in Dispute who shall be available to the Expert to answer questions and provide any additional information requested by the Expert. Subject to the terms of this Agreement, the Expert shall be entitled to determine the procedure by which the terms of a Dispute are to be heard and any

time period(s) within which the Parties are required to comply with any directions, requisitions, or orders of the Expert.

13.2.5 Once a Dispute is referred to the Expert, each Party shall provide all materials in support of its position to the Expert and to the other Party within ten (10) Days of the notice of reference of the Dispute to the Expert and may, within five (5) Days of the date it receives information from the other Party, submit such additional information to the Expert in response to the information submitted. Each Party shall use its best efforts to provide the Expert with any additional information the Expert may request. The Expert shall be charged with the responsibility to use his best efforts to render his decision regarding any referred matter within thirty (30) Days of the date of the reference by a Party of a Dispute to the Expert. Each Party shall be responsible to pay for its own costs. If the Expert determines that the position of a Party had substantially no merit, the Expert, as part of his decision, may require one Party to pay for all of the costs of the other Party.

13.2.6 The decision of the Expert as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal. The Parties expressly waive, to the fullest extent permitted by law any and all rights that they may now have or may have in the future to contest the decision of the Expert before any court or other adjudicatory or administrative body.

13.3 **Injunction:** Notwithstanding any contained to the contrary in this Agreement, the Service Provider acknowledges that:

13.3.1 in the event of a breach of this Agreement by the Service Provider:

- i. TPC would suffer irreparable loss and injury and monetary damages alone would not be adequate compensation to TPC; and
- ii. the balance of inconvenience for the purposes of an injunction against the Service Provider would be in TPC's favor; and

13.3.2 TPC may seek an injunction from a court of competent jurisdiction if:

- i. the Service Provider fails to comply or threatens to fail to comply with this Agreement; or
- ii. TPC has reason to believe that the Service Provider will not comply with this Agreement.

ARTICLE – XIV

NOTICES

14.1 The addresses, telex, and facsimile numbers of the Parties hereto are as follows:

IF TO TPC:

Name:
Designation:
Telephone:
Email:

IF TO THE SERVICE PROVIDER:

Name:
Designation:

Telephone:

Email:

- 14.2 All notices, consents, confirmations, requests, approvals, and other communications under this Agreement by TPC to Service Provider or by the Service Provider to TPC shall be in writing addressed to TPC or the Service Provider as the case may be, at the address as given above, and shall be given by registered mail, postage prepaid, courier service or by telegraph, telex or telecopier with confirmatory copies by registered mail. Either Party may, by notice to the other Party in writing, change its contact details.

ARTICLE – XV

COMPLIANCE WITH THE LAWS OF PAKISTAN

- 15.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service Provider shall save TPC harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.
- 15.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licenses from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.

16. ASSIGNMENT

Neither Party shall assign this Agreement without the written consent of the other Party.

17. GOVERNING LAW

This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

ARTICLE – XVI

PERFORMANCE GUARANTEE

- 18.1 The Service Provider shall ensure that it maintains with TPC a valid and enforceable Performance Guarantee 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 Guarantee in the form attached hereto as Appendix-D or in other Form acceptable to TPC and in the amount of 10 % of the Contract Price. The Performance Guarantee shall have a term of two (02) years and three months in total. In case the Performance security is provided in the shape of Bank Guarantee then the Performance security shall be renewed or replaced and delivered to TPC no later than thirty (30) days before its expiry.
- 18.2 The Performance Guaranteed shall be issued by the Scheduled Bank of Pakistan.
- 18.3 Subject to the fulfilment by the Service Provider of all of its obligations under this Agreement, the Performance Guarantee shall be released by TPC after the completion of contract in accordance with terms and conditions of contract and as per convenience of TPC.

- 18.4 All fees, taxes, and expenses associated with preparing, providing, issuing, extending, replacing, replenishing, or stamping (if applicable) of the Performance Guarantee shall be borne by the Service Provider.
- 18.5 The Performance Guarantee can be claimed in the following cases: -
- a) Termination of Agreement;
 - b) Liquidated Damages are consecutively 10 % for three (3) months; and
 - c) Any amount due to Service Provider.

ARTICLE – XVII

LIQUIDATED DAMAGES

- 19.1 TPC shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this Article and the Operational Specifications Schedule / Services for the Service Provider's failure to achieve certain Key Performance Indicators (KPIs) as indicated in the Operational Specifications Schedule/ Services.
- 19.2 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 Operational Specification Schedule/ Services. TPC may at its discretion specify the period and type of certain failure which should be cured/rectified in a specific period.
- 19.3 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.
- 19.4 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Operational Specification Schedule.

IN WITNESS WHEREOF the Parties above named have executed this Agreement on the day, month, and year first above written.

For and on behalf of
TransPeshawar
(The Urban Mobility Company)
(Company)

For and on behalf of:
xxxxxxxxxxxxxxxxxx
(Service Provider)

Signatures: _____

Signatures: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

WITNESS 1

WITNESS 2

Signatures: _____

Signatures: _____

Name: _____

CNIC: _____

Name: _____

CNIC: _____

APPENDIX – A
Operational Specification Schedule/Services

1. BACKGROUND

TransPeshawar (The Urban Mobility Company) (hereinafter called “**TPC**”) is a Government-owned company established under Section 42 of the Companies Act 2017 and intends to hire Service Provider for Helpline Operations of Peshawar Bus Rapid Transit Corridor Project.

The Government of Khyber Pakhtunkhwa (KPK) has taken an initiative to revamp the urban transport system in the provincial capital of the province. In this regard, the Government of KPK has commissioned Bus Rapid System (BRT) in Peshawar (“**Zu Peshawar**”) in 2020. The BRT corridor is 28-kilometer-long with 30 stations connected through Direct Feeder routes of about 95 kilometers. Because of the integration of Direct Feeder Routes into the main BRT corridor is known as Third Generation BRT System. The BRT system is currently operating with 244 buses includes 18-meter (65 numbers) and 12-meter buses (179 numbers).

The Zu Peshawar system is operated and maintained by TransPeshawar whose office is situated at Chamkani. The BRT operation is monitored through centralized control system housed in TransPeshawar Office.

2. OBJECTIVE OF SERVICES

The Service Provider shall provide skilled human resource to facilitate TransPeshawar in providing customer services through helpline operations.

3. GENERAL OBLIGATIONS

The Service Provider shall:

- 3.1 The service provider will ensure to provide information, capture residents feedback on quality of services of BRT and register complaints & suggestions.
- 3.2 The service provider shall also ensure high quality service through Electronic Complaint Routing System. The software and hardware has been deployed by TransPeshawar.
- 3.3 Ensure sufficient working capital are available for payment of salaries to the staff and such Salaries of Staff are not delayed beyond the days mentioned in Applicable Laws or five days, whichever is less.
- 3.4 Engage and supervise the staff and provide all resources necessary to complete the Services;
- 3.5 Be responsible for all acts done by the Personnel engaged by Service Provider. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its Personnel and ensure that all its Personnel follow the code of conduct prescribed by the TPC;
- 3.6 Ensure that it 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 the Services;
- 3.7 Ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the TPC), which are applied to the Service Provider or Personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance, or implementation or non-implementation;
- 3.8 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;
- 3.9 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 3.10 Ensure that all 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;
- 3.11 Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information. Neither the Service Provider nor any of his employees/agents or their affiliation shall discuss nor disclose verbally or in writing any information regarding any of the internal operations with any uninvolved persons or agencies without prior written approval from the TPC;

- 3.12 Ensure the presence of appointed Authorized Representatives at short notice when required by the TPC;
- 3.13 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, within the limits of any applicable scope;
- 3.14 Provide all information required by the TPC to facilitate ground check/security clearance from the related Government agencies of all its Personnel;
- 3.15 Make sure that Personnel use the TPC attendance system for marking attendance;
- 3.16 Be liable to recover replacement cost for any loss incurred or suffered due to lack or miss information provided or any damage caused to movable or immovable property of the TPC, because of negligence, delayed, deficient, or inadequate Services; and
- 3.17 Issue Identification card to each Helpline agent with basic information;
- 3.18 Ensure timely payment/salaries to the Personnel, no later than 05 days from the start of the month irrespective of payment made by TPC and shall furnish such proof with Monthly Invoice.

4. SPECIFIC OBLIGATION

The Service Provider shall:

- 4.1 provide skilled human resource (Call Agents) to facilitate TransPeshawar in providing customer services through helpline operations;
- 4.2 Provide information to citizens regarding main corridor operation, direct routes operations, bike sharing system, mobile application etc.;
- 4.3 Register complaints and suggestions and assign complaints to the specific service provider to who it belongs;
- 4.4 Capture passenger's feedback on quality of service;
- 4.5 Ensure high quality service through Electronic Complaint Routing System;
- 4.6 Provide skilled and trained human resource (call agents) capable of handling passenger complaints;
- 4.7 Ensure to compensate for festive/ religious/ gazette holidays in accordance with Applicable Laws;
- 4.8 Provide information to callers regarding operations;
- 4.9 Ensure that calls are received and complaints/ suggestions are registered in the system;
- 4.10 The Personnel shall have minimum qualification of 16-year education and adequate skills to respond to the call received from the UAN number, collect customer information, and register complaints/ suggestions in complaint management software. TPC reserves the right to ask qualification / degree of the staff deployed on this activity;
- 4.11 Each call agent shall not work more than 48 hours a week estimated on monthly basis. Payment of call agents will be linked with the Biometric attendance system of TransPeshawar at satisfactory performance;
- 4.12 The working hours may be adjusted as per the notification of the Government, if any;
- 4.13 Before finalization of personnel, the service provider shall get consent from TPC for conformance to given qualification, skills and experience;
- 4.14 The service provider shall provide clearance of the personnel from the relevant departments and submit to TPC;
- 4.15 Respond to all the complaints/ suggestions received through Helpline no. and other means i.e., physically, WhatsApp, email etc.
- 4.16 Ensure that all the data is transferred to the passengers through proper channel and receiving's of all passengers/ investigation officers received;
- 4.17 Be responsible not to misuse PC, Headphones and all allied facilities handed over to the Call Agents.

5. SERVICES OBLIGATIONS

- 5.1 Operate Helpline operations from 06:00 AM to 10:00 PM for seven days a week in two shifts including holidays.

- 5.2 The service provider is required to engage at least six (06) call agents to provide service for sixteen (16) hours a day and seven (07) days a week including holidays.
- 5.3 If the staff under this category is required to increase or decrease beyond three numbers per shift, the contract price will be adjusted on pro rata basis i.e., monthly price / 06 (inclusive of all taxes) as per the requirements of TransPeshawar.
- 5.4 Schedule for six (06) agents are attached as **Annex-A Personnel Deployment Plan**.
- 5.5 Half of the call agent shall be males and half shall be females in each shift and shall be employed in accordance with the applicable laws of the country.
- 5.6 The Service Provider shall follow labor laws of the country regarding social security, insurances, minimum wage, working hours etc. as mentioned in the relevant laws in the Islamic Republic of Pakistan.
- 5.7 The calling agent should be trained and intelligent enough to grade the urgency of the call (urgent help, intermediate help, further investigation, counselling and mediation) and handle irritated passengers. Call agents must have training and experience of dealing with public/ complaints.
- 5.8 Must be fully trained and adept with the culture and geography of Peshawar.
- 5.9 Call agents shall not misbehave with passengers/ callers and/or staff of TransPeshawar.
- 5.10 In case of complaints against call agents, service provider shall replace the call agent immediately.
- 5.11 Call agent should have computer literacy with sufficient English writing speed. Call agents must be fluent in speaking in Urdu, English and Pashto.
- 5.12 Call agent shall display Identification card and follow rules and regulations of TransPeshawar while staying in TransPeshawar premises.

6. TRAINING OBLIGATIONS

The Service Provider shall: -

- 6.1 Train the Personnel to perform their regular assigned duties vis-à-vis to deal with every passenger in a gentle manner;
- 6.2 Minimum training requirements are specified in **Annex-B Minimum Training Requirements**. The service provider to issue a certificate for each Personnel by name that he has received training before deployment at the TPC; and
- 6.3 Provide refresher course through a professional trainer at least once in six months.

7. KEY PERFORMANCE INDICATORS AND LIQUIDATED DAMAGES

- 7.1 Performance of the Service Provider shall be assessed from time to time and failure to perform (violations) shall result in imposing Liquidated Damages as per **Annex-C. Key Performance Indicators and Liquidated Damages**
- 7.2 Liquidated Damages shall be deducted from the Monthly Invoice as per the rate described in Annexure. The total amount of liquidated damages shall not exceed Ten (10) % of the Monthly Invoice. TPC shall be the sole decision-maker for the description of the violation and imposing penalties in accordance with the TPC monitoring mechanism.

8. MONTHLY REPORTS

- 8.1 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) Tax Invoice.
 - b) Proof of Payment of Wages to Personnel of Previous Months (Bank Statements)
 - c) Proof of Payment of EOBI and ESSI of preceding month of the invoice month, if so asked by TPC; and
 - d) Monthly summary report of the complaints received;
 - e) Any other requirement to check compliance with the Laws of Pakistan and Services.

Annex-A: Personnel Deployment Plan

Call Agents	Shift-1							Shift-2						
	Mon.	Tue.	Wed.	Thu.	Frid.	Sat.	Sun	Mon.	Tue.	Wed.	Thu.	Frid.	Sat.	Sun
1	1	1	1	1	1									
2	1	1	1	1	1									
3						1	1	1	1	1				
4						1	1	1	1	1				
5	1										1	1	1	1
6								1			1	1	1	1

Annex-B - Minimum Training Requirements

Sr#	Training Function	Training Objective	Training Content
1	Customer care	Deal with public/visitors professionally and ethically	A. Dealing with problematic passengers. B. Ability to have Self-control and to remain calm. C. Effective Listening D. Attentiveness
2	Communication Skills		A. The Ability to communicate clearly when working with the passengers. B. Ability to have persuasive Speaking C. Ability to use positive language D. Ability to keep communication simple and leaving nothing to doubt. E. Ability to communicate to the point
3	Writing Skills		A. Ability to write properly and summarize B. Ability to write reports. C. Update database in excel regarding various Operations related reports.
4	Knowledge of the System	The Call agent shall have basic knowledge of BRT	A. Knowledge of all the facilites of the BRT System B. Knowledge of frequently asked questions
5	Use of computer Microsoft word, excel, and emails	The Call Agent must be proficient in the use of computer i.e., Microsoft word, excel, and emails	A. Maintain an excel database record in a specified format and submit to TPC on the frequency set by TPC. a. Incident report b. Lost and Found report. c. Total Complaints received and resolved by Month, Gender, complaint category etc., d. Lost and found report. e. Reports regarding Bus videos f. Any other report(s) assigned by the Line Manager.

Annex-C- Key Performance Indicator and Liquidated Damages

Performance of the service provider will be assessed from time to time and failure to perform will result in penalties in accordance with the following table.

#	Violations	Penalty in PKR
1	Absence of call agent	Deduction will be on pro-rata basis of the daily wage of the call agent. Penalty per day = Monthly price / (12 * 30) Penalty per hour = Monthly price / (12 * 30 * 8)
2	Misbehavior of call agent	PKR 200/- per incident
3	Laziness of call agent during duty	PKR 100/- per incident
4	Leakage of Employer's information	PKR 500/- per incident
5	Non-attending calls	PKR 300/- per incident
6	Call agents lacking the required training and skills	PKR 500/- per incident
7	Any other violation of scope of services	PKR 200/- per incident
2	Misbehavior with staff or Visitors or among each other	PKR 1000 per instance
3	An untrained Agent found deputed for the services	PKR 500 per day per person
7	Missing entry in the database record in hard and soft	PKR 500 per instance
14	Late payment to staff	PKR 5000 per day for delayed days
15	Violation of labor laws, i.e. minimum wage payment, hours shift, and 4 leaves per calendar month	Recovery cost + PKR 4000 per month per person
17	Damage or loss to the Property	Equal to the loss
18	Smoking in office	PKR 1000 per instance per person
19	Violation of SOP issued by TransPeshawar	PKR 1000 per instance
20	Not following instructions of TransPeshawar authorized representative	PKR 2000 per instance
21	Misuse of TransPeshawar assets	PKR 1000 per instance
23	Any other violation of the Contract	PKR 3000 per instance
24	Violation of Pakistani law	PKR 3000 per instance

Liquidated Damages shall be deducted as per rate described in above. The total amount of liquidated damages shall not exceed Ten (10) % of the monthly contract price in each month invoice. Repeated instances of the above-listed violations may constitute a material breach and may lead to termination of the contract. TransPeshawar shall be the sole decision maker for description of violation and imposing penalties. The Liquidated damages / penalties shall be imposed based on video, documentary proof etc.

APPENDIX-B – CHARGES

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Payment) / Charges. The Charges/ Monthly Invoice inclusive of all taxes are PKR
2. All correctly rendered Monthly Invoices shall be paid within fifteen (15) Days from the date of the Monthly Invoice.
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 contract price 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. In case of Additional Services, the Charges of Additional Services shall be paid on pro-rata basis.



Background

Government of Khyber Pakhtunkhwa (KPK) has taken initiative to revamp the urban bus transport system in provincial capital of the province. In this regard, the Government of KPK has started construction of Bus Rapid System (BRT) in 2017. The corridor is 27-kilometer-long with 30 stations and will be connected through Feeder and Direct routes of about 129 kilometers. Because of integration of Direct Routes into main BRT corridor, the system is known as 3rd Generation BRT System. The BRT system has 244 buses which includes 18-meter (65 numbers) and 12-meter long buses (179 numbers).

Construction work is implemented through Peshawar Development Authority (PDA) while procurement of buses, procurement of operating company for bus operation, procurement of BRT System Control Goods and Services, and Bus Industry Restructuring Program (BIRP) through TransPeshawar. TransPeshawar is public owned company established under Section 42 of the Companies Act 2017.

After completion of Civil works, infrastructure of Peshawar BRT is handed over to TransPeshawar by PDA for Operations of the system.

INTRODUCTION

TRANSPESHAWAR (THE URBAN MOBILITY COMPANY) is a corporate entity established by the Government of Khyber Pakhtunkhwa, Pakistan responsible for design, procurement, implementation, ongoing BRT operations and service contract management in the Peshawar BRT System.

The TransPeshawar vision is to provide state of the art transport services to the citizens of Peshawar and KPK for all categories/walk of life. The mission of TransPeshawar is to establish mass transit system which is Safe, Comfortable and Efficient. TransPeshawar has planned to setup a Helpline with the following objectives: -:

- Provide information to citizens regarding main corridor operation, direct routes operations, Bike sharing system, Mobile application etc.;
- Register complaints and suggestions;
- Capture citizen feedback on quality of service;
- Ensure high quality service through Electronic Complaint Routing System.

Objective of this document is to provide:

- Brief information to the Help Line agents about the Peshawar BRT (Zu Peshawar) System.
- Answers of the Frequently Asked Questions (FAQ).
- Detail of information's to be entered in Complaint Management System (CMS).
- Information regarding complaint types and sub complaints

Note: This document will be updated periodically to provide up to date information to Agent about the System.

Brief about Peshawar BRT System

TransPeshawar is operating Bus Rapid Transit System in Peshawar known as Peshawar BRT (ZU Peshawar) since August 13, 2020 and has transported 86 Million passengers till date. The line has an average ridership of 300,000 passengers per day. BRT system consists of Thirty (30) stations, and spans the entire urban region of Peshawar from Chamkani in the east and to Karkhano in the west including Bicycle Sharing System. Brand name of TransPeshawar is Zu Peshawar. Key features of the project; -

- Frequent and reliable services, both peak and off-peak
- Express and limited stop services
- Direct services that connect off-corridor locations to the main corridor with no transfers
- Largest sustainable urban development Project in the Province.
- Reduction in travel time.
- Enhanced connectivity to all the major commercial areas, educational institutions, hospitals, recreational areas, offices and residential areas of the city.
- Bicycle Sharing System
- Women-friendly safety and security features
- Fully universally accessible
- Transit-oriented development
- Customer-friendly signage and information systems
- Smart card fare media
- System efficiency through modern control center
- Appealing branding and marketing.
- Reduction in CO₂, PM_{2.5}, NO_x, SO₂ gases

The Phase I of the project has 244 buses which include 65 Articulated (18-meter) Buses and 179 Standard (12-meter) Buses.

- i) For Operations and Maintenance of Buses, TransPeshawar has selected North-South Travels Pvt. Ltd and East-West Transport (Private) Ltd (Subsidiaries of Daewoo Pakistan Express Bus Service Ltd) as a Service Provider for Operations and Maintenance of 159 Buses at Chamkani Depot for the period of 12 years. The remaining 85 buses is managed by East-West Transport (Private) Ltd for Hayatabad Depot.
- ii) For BRT system control goods and Services, TransPeshawar has engaged Joint Venture of: a) LMK Resources Pakistan (Private) Limited, b) Beijing Santel Technology & Trading Corp. and c) Beijing E-Hualu Information Technology Co. LTD. For the contract period of 10 years. The services include operations and maintenance of Intelligent Transportation system (ITS), Automatic Fare Collection System (AFS), Station Management Services and Bicycle Sharing System.
- iii) For Operations and Maintenance of Platform Screen Doors (PSD), Street Lights, Road Blockers, Transformers and Electrical Equipment, TransPeshawar has engaged MESI Enterprises for the contract period of five (05) years.
- iv) For the Operations and Maintenance of Generators, Dewatering Pumps, UPS and Fuel Supply in BRT System, TransPeshawar has engaged Joint venture of Creative Engineering and Management Services (CEMS) & Energy Solutions Pvt. Ltd for the contract period of 5 years.
- v) For the Operations and Maintenance of Elevators, Escalators and provision of Allied services in Peshawar BRT System, TransPeshawar has engaged M/S Protech Solutions Pvt. Ltd for the period of 5 years.

The details of services which are outsourced to private sector, name of Service Provider and brief description of services are documented below:

Services	Company Name	Brief Description of Services
Operations and Maintenance of Buses – Chamkani Depot	North-South Travels Pvt. Ltd (a Subsidiary of Daewoo Express Bus Service Ltd)	The company is responsible for driver hiring, fueling in buses, following schedules issued by TransPeshawar, cleanliness of buses, maintenance of buses, announcement inside the buses, Code of conduct of driver, maintenance of AC in buses, and safety issues in operation of buses.
BRT system control goods and Services	JV of: a) LMK Resources Pakistan (Private) Limited, b) Beijing Santel Technology & Trading Corp. and c) Beijing E-Hualu Information Technology Co. LTD.	The services include operations and maintenance of Intelligent Transportation system (ITS), Automatic Fare Collection System (AFS), Station Management Services and Bicycle Sharing System.
Operations and Maintenance of Platform Screen Doors (PSD), Street Lights, Road Blockers, Transformers and Electrical Equipment	MESI Enterprises	The operation and maintenance services are required for following Equipment: a) Platform Screen Door (PSD) includes but not limited to complete assembly of SCADA software's, control units, motorized sliding doors, emergency escape door, fixed screen door (throughout station length at platform level), local control panel, UPS, batteries, emergency button etc. and allied components which are required for its intended use and operation.; b) Road Blocker includes but not limited to complete assembly which includes stoppers, pits, road sensors, boom barriers, Traffic Signals and poles linked with Road Blocker, RFID system, motorized arrangements, etc.; c) Corridor lights includes but not limited to street/road corridor installed on both side of BRT corridor (and provide illumination to mix traffic and BRT corridor) from KPUMA building to Kharkhano Market which includes flood

		<p>lights in BRT Vehicular Underpasses, street/corridor lights/pole installed above BRT Vehicular underpasses, electric junction boxes, terminal blocks inside the poles junction boxes, LED smart panel, corridor lights poles surrounding KPUMA building (within Boundary wall of depot and Railway track), Chamkani Stations within boundary of Depot and Railway line and associated cables from DB to light fixtures. The scope also includes lights on feeder route ramp till road blocker on Kharkhano side, Taj Abad side, Kohat Road side, two bridges coming from Nowshera side (Road Blocker or start of bridge) till Chamkani stations, and Charsadda road side at station 09. Maintenance excludes lights inside the station building and pedestrian bridges;</p> <p>d) Transformer at Stations, KPUMA and along the BRT corridor. Transformer from and inclusive of but not limited to SY2 units at HT PESCO pole, HT cable, termination kits, HRC fuses, LV breaker, bushes, metering cabinet & Transformer itself; and</p> <p>e) Electrical System at KPUMA building includes but not limited to 01x Main Low Voltage (MLV) panel, 1xcapacitor bank, 20xDistribution Boards (DB), 6x 20kVA UPS's along with 240x Batteries.</p>
Operations and Maintenance of Generators, Dewatering Pumps, UPS and Fuel Supply	Joint venture of Creative Engineering and Management Services (CEMS) & Energy Solutions Pvt. Ltd	<p>The operation and maintenance services are required for following Equipment:</p> <p>a) Generators included but not limited to Engine, Alternator, Canopy, Auxiliary tank (approximate 500-liter capacity), ATS Panel, flow meter, electric motor, automation sensors, base tank, connection pipes/cable, software's and any other components required for successful operations. The scope of this contract covers Generators installed at stations along the corridor, and at KPUMA Building.</p>

		<p>b) Dewatering Pumps included but not limited to Pumps, Control Panels, Float Switches/Sensors, Connection Pipes/Hoses, Valves, Cables, Ladders, Software or any other associated component required for intended purpose.</p> <p>c) UPS Included but not Limited to Inverter, Battery Charger, Batteries, connection cables, Isolators switch, Manual Bypass switch, DC Breaker and DB-UPS.</p> <p>d) Fuel Supply for Generators Fuel including transportation to site, filling and fuel testing related services as required by TPC.</p>
Operations and Maintenance of Elevators, Escalators and provision of Allied services	M/S Protech Solutions Pvt. Ltd	<p>The operation and maintenance services are required for following Equipment:</p> <p>a) Elevator includes but not limited to complete assembly of control units, software's, sensors, doors, signs for elevator, internal camera, ropes, cables, supports, pits, submersible pumps, protection wall of drainage at grade level, approach to Elevator (two meters around elevator) etc. and allied components which are required for its intended use/operation;</p> <p>b) Escalators includes but not limited to complete assembly of control units, software's, sensors, approaches to escalators (two meters around escalator), supports, side railing, pits, submersible pumps, signs for escalators, pits, protection wall for drainage, allied components etc. and allied components which are required for its intended use and operation;</p>
Operations and Maintenance of Buses – Hayatabad Depot	East-West Transport (Private) Ltd (a Subsidiary of Daewoo Express Bus Service Ltd)	<p>The company is responsible for driver hiring, fueling in buses, following schedules issued by TransPeshawar, cleanliness of buses, maintenance of buses, announcement inside the buses, Code of conduct of driver, maintenance of AC in buses, and safety issues in operation of buses.</p> <p>Maintenance of Hayatabad Depot and Direct Routes to be operated by this company is the responsibility of this company.</p>

Advertisements at stations	LMK Resources	The Company is responsible for placement and operation of in-door advertisement at BRT stations.
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Minimum Complaint Information for CRM Form

Services	Company Name	Minimum Information to be acquired from Passengers
Operations and Maintenance of Buses – Chamkani Depot	North-South Travels Pvt. Ltd (a Subsidiary of Daewoo Express Bus Service Ltd)	Bus Number; time /date of incident; station (if incident occurred at stations); Reason of Complaint, Zu Card number (if passenger used Zu Card);
BRT system control goods and Services	JV of: a) LMK Resources Pakistan (Private) Limited, b) Beijing Santel Technology & Trading Corp. and c) Beijing E-Hualu Information Technology Co. LTD.	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name, Zu Card number (if passenger used Zu Card);
Operations and Maintenance of Platform Screen Doors (PSD), Street Lights, Road Blockers, Transformers and Electrical Equipment	MESI Enterprises	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name, Zu Card number (if passenger used Zu Card).
Operations and Maintenance of Generators, Dewatering Pumps, UPS and Fuel Supply	Joint venture of Creative Engineering and Management Services (CEMS) & Energy Solutions Pvt. Ltd	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name, Zu Card number (if passenger used Zu Card).
Operations and Maintenance of Elevators, Escalators and provision of Allied services	M/S Protech Solutions Pvt. Ltd	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name, Zu Card number (if passenger used Zu Card).
Operations and Maintenance of Buses – Hayatabad Depot	East-West Transport (Private) Ltd (a	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name, Zu Card number (if passenger used Zu Card).

	Subsidiary of Daewoo Express Bus Service Ltd)	
Advertisements at stations	LMK Resources	Name of staff, location of staff at stations, reason of complaint, time/date of incident, station name.

Main Features of Zu Peshawar System

The main features of Zu Peshawar System are as follows;

- Currently the following ten (18) routes are in operation in ZU Peshawar System
 - ER-01 - Chamkani to Kharkhano Market
 - SR-02 - Chamkani to Kharkhano Market
 - DR-03A - Dabgari Gardens to Kohat Adda
 - DR-03B - Malik Saad Shaheed to Shahalam Pul
 - DR-04B – Chamkani to Malak Saad Shaheed Via Ring Road
 - DR-05 - Mall of Hayatabad to Phase 6 Terminal
 - DR-06 - Mall of Hayatabad to Phase 7 Terminal
 - DR-07 - Karkhano Market to Phase 7 Terminal
 - SR-08 - Gulbahar to Mall of Hayatabad
 - ER-09 - Gulbahar to Phase 6 Terminal
 - ER-10 - Kohat Adda to Hospital Chowk
 - DR-11 – Phase 6 Terminal to Mall of Hayatabad
 - ER-12 – Mall of Hayatabad to Shah Alam Pul
 - DR-13 – Sardar Garhi to Pabbi
 - DR-14 – Islamia College to Regi Model Town
 - DR-14A – Islamia College to Professor Model Town
 - XER-15 – Chamkani to Mall of Hayatabad
 - ER-16 – Gulbahar Chowk to Nawab Market
- Operation time from both Chamkani and Karkhano terminals are from 06:00 am to 10:00 pm
- Route Length: Dedicated 27 KM Off-Corridor: 129 Km
- Total Stations: Dedicated 30 [Elevated stations: 10 13.73; At-grade stations 10.5: 20 underpass 3.4] Off-Corridor 180
- Transfer Stations: 8
- Physical integration Connection points with main corridor: 8
- Reaches: 3 R1, R2 & R3 (R-I BS-01 - 09, R-II BS-10 - 16, R-III BS-18 - 31)
- Number of Direct Routes currently in Operations: 10
- Number of Express Routes currently in Operation: 04

- Total Number of Buses: 244
- Number of Articulated Buses (18-meter): 65
- Number of Standard Buses (12-meter): 179
- Number of Bicycle Sharing Stations: 32
- Number of Bicycles: 360
- Locations where Bicycle Sharing Stations are provided: 2 (University of Peshawar Campus and Hayatabad)
- Commercial Area (Physically integrated): 21224 m²
- Park and Ride Facilities: 1174 car parking
- Depots: 3 (Chamkani, Dabgari and Mall of Hayatabad)
- CCTV System: More than 700 no. of cameras
- Elevators: 29
- Escalators: 31 (At stations to access station in upward direction)
- Generators: 33
- Transformers: 33
- Dewatering Pumps: 17
- Road Blockers: 16
- Street Lights: 3152
- Safety and security system: At all stations and off corridor buses of the systems
- Platform Screen Doors: 432 (at each station and bus bay of the stations)
- Walking: Improved universally accessible Infrastructure for over 1 Million population of the city.
- Ticketing: Automated Fare Collection System
- Level Boarding in buses at stations
- Cycling: First ever walking infrastructure investment made in history of Peshawar. Promoting NMT and healthier and cleaner environment.
- Bicycle Sharing System: Last mile connectivity, prompting short trips while using healthier and environment friendly mode of cycle
- Universal accessibility
- Public Address system
- Vehicle Location and Bus Scheduling System
- Passenger Information System

- Drainage System: Throughout the corridor and mix traffic along the corridor.
- Route Map and Station Names: Attached as Annex-A
- Bicycle Sharing Station Maps for UoP & Hayatabad: Attached as Annex-B1 & B2
- Uniform of the staff of the vendor: Attached as Annex-C
- Code of Conduct: Attached as Annex-D

Fare Media

TransPeshawar shall use the following Fare Media for the fare to be collected from passengers while using ZU Peshawar: -

- a) ZU Card (Smart Card/ Stored Value Card of any type)
- b) Single Journey Ticket
- c) Mobile Phone Application

Fare Media shall be purchased and/or recharged through mechanism prescribed by TransPeshawar.

Integrated Fare Policy

- a) The integrated fare per passenger shall be charged (as amended from time to time) on ZU Peshawar operated by TransPeshawar (The Urban Mobility Company) in Peshawar on integrated routes as detailed in Annex-A (as amended from time to time) with effect from the date of its operation. The following distance based I stage based fare is applicable on overall journey irrespective of transfers on Smart Card (ZU Card) and/ or Mobile Application.

Travelled Kilometers	Integrated Fare / Passenger / trip (Rs)
≤ 5 Km	Rs. 30
5.1 – 10 Km	Rs. 35
10.1 – 15 Km	Rs. 45
15.1 – 20 Km	Rs. 50
20.1 – 25 Km	Rs. 55
25.1 – 30 Km	Rs. 60
30.1 – 35 Km	Rs. 65
35.1 – 40 Km	Rs. 70
≥ 40.1 Km	Rs. 70

Single Journey	60
Express Passengers	55

- b) Fare Charged on Single Journey Ticket shall be maximum of the Fare in Clause 3 above i.e. Rs. 60.
- c) Child having height up to 108 cm can travel free in ZU Peshawar.
- d) Maximum of two transfers are allowed in integrated fare structure. Time between two transfers on direct /feeder routes shall not be more than 30 minutes.
- e) New fare shall be charged if journey time of passengers exceeds prescribed time defined by TransPeshawar in the ZU Peshawar.
- f) Transfer within same routes are not allowed and new fare shall be charged in case of transfer within same routes.

FREE MEDIA REGISTRATION

Initially, for a period to be notified by TransPeshawar, the ZU Card shall be given free to passengers against a policy approved and notified by Board of TransPeshawar. One person shall get maximum of one free ZU card. After expiry of such period, the ZU Card shall be available at a price approved and notified by Board of TransPeshawar.

Fare Deduction

Passenger entering the ZU Station or bus shall tap the Fare Media on fare gate or Validator inside the bus (as the case may be). Passengers shall have a minimum balance of maximum fare i.e. Rs. 50 shall be entitled to enter the bus I station. Initial fare of Rs. 50 per passenger shall be deducted from the passenger. Passenger shall, while existing the ZU station or bus, tap again on fare gate or Validator (as the case may be). System will measure the travelled distance and refund the fare in accordance with relevant stage.

Failure to tap at exit or entrance of ZU Peshawar shall result in deduction of maximum fare of the system.

In case of ticket Rs. 60 will be deducted irrespective of the distance travelled by the passenger.

No cash handling or sale of Fare Media inside the bus. ZU Card or Single Journey Ticket shall be purchased from ZU Station Ticket office or procedure/ outlet notified by TransPeshawar.

7. TRAVEL CONDITIONS

When travelling on ZU Peshawar, the following Fare / Travel Conditions shall apply: -

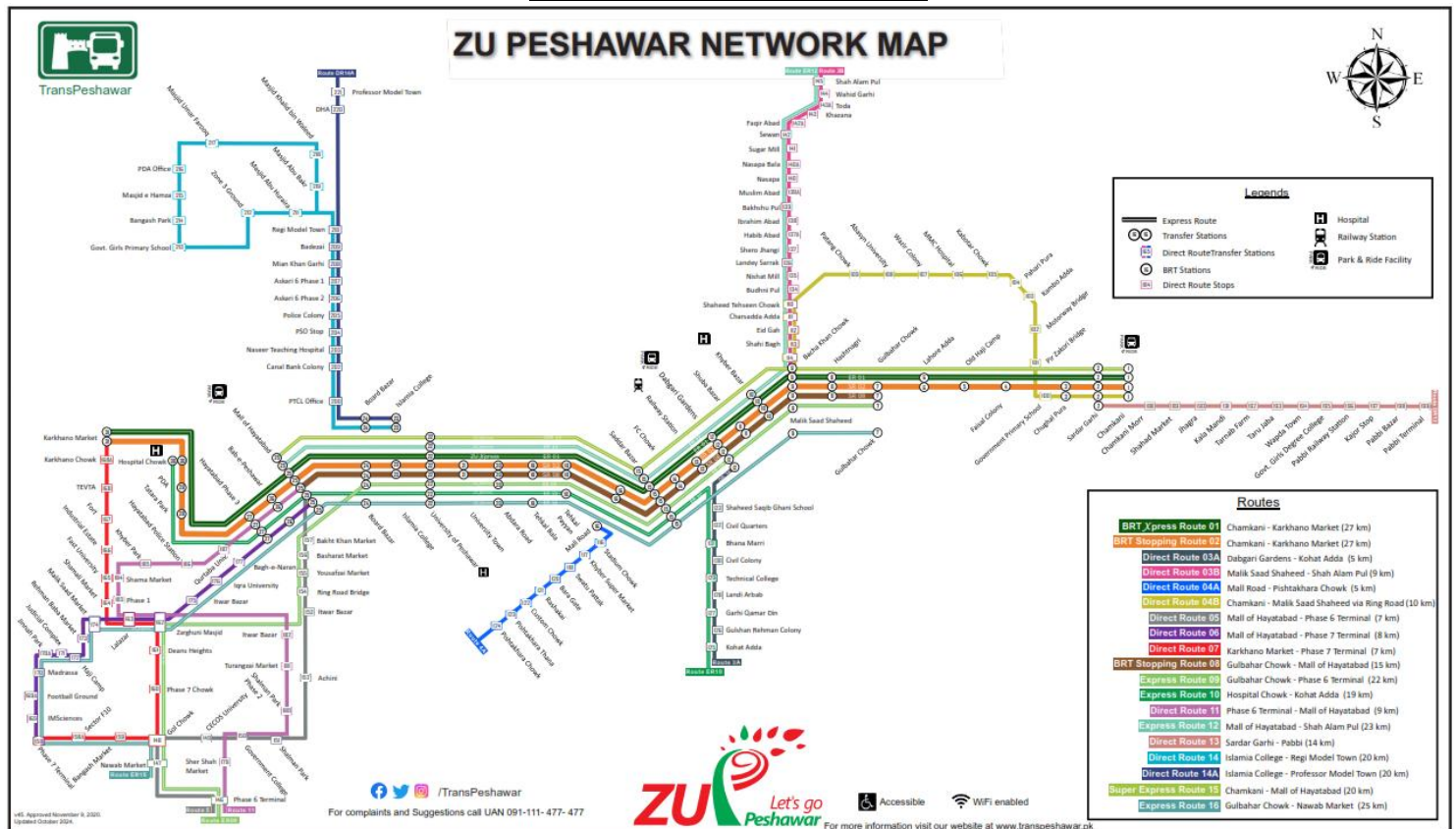
- a) All passengers must have a valid Fare Media with sufficient value for the entire trip.
- b) Passenger shall not be allowed to enter the ZU Peshawar, if the Fare Media has value less than PKR.50 before start of journey.
- c) Passenger shall tap Fare Media both at entry and exit of ZU Peshawar.
- d) Passenger shall follow the prescribed code of conduct for passengers while using ZU Peshawar or its sub-system.

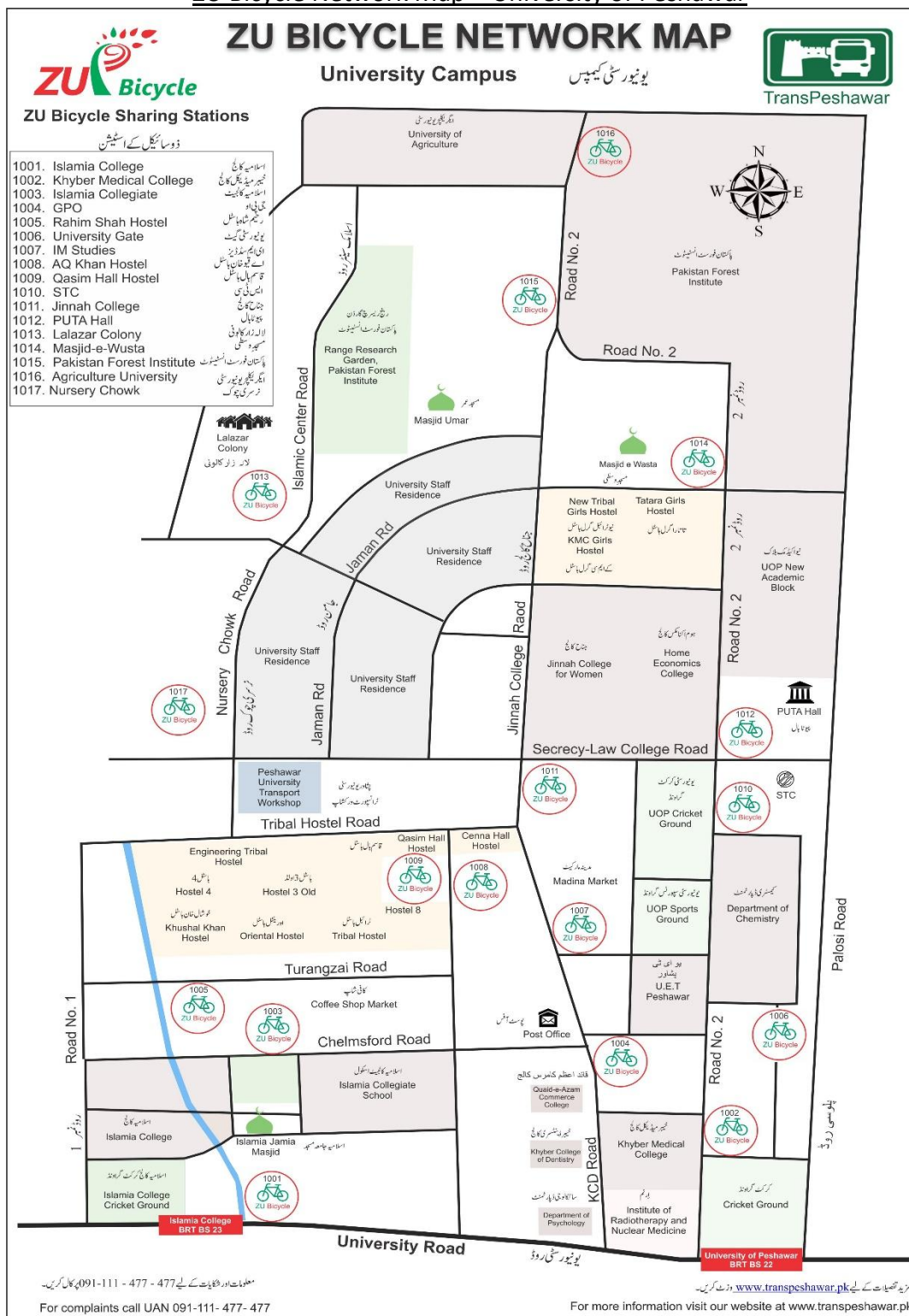
ZU Card

Passengers are encouraged to use ZU card for journey. The passengers can get the following advantages by using ZU card;

- a) Fare deducted in accordance with the distance travelled by the passenger while in the case of ticket, flat amount of Rs 60 will be deduction irrespective of the distance travelled.
- b) Get a return of charged fare automatically if exit the same ZU station within fifteen minutes (No refund in case of Direct Route buses).
- c) Avoid stay in queue for purchase of token at ticket office in at stations.

ZU PESHAWAR NETWORK MAP







Pictures/Uniform of Service Provider Staff



Driver - Vehicle Operating Company Chamkani Depot



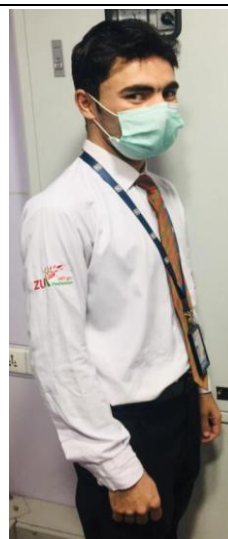
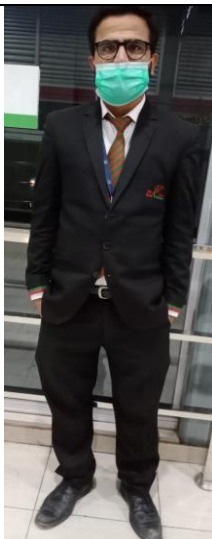
Dispatcher – Vehicle Operating Company Chamkani Depot



Maintenance Staff – Vehicle Operating Company Chamkani Depot



Cleaning Staff – Vehicle Operating Company Chamkani Depot



Station Manager – ITS Vendor



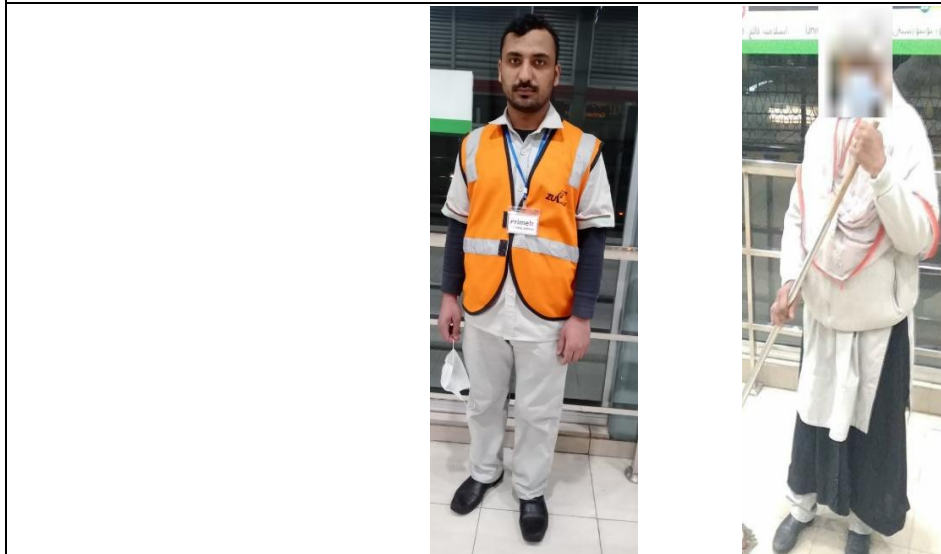
Ticketing Personnel – ITS Vendor



Maintenance Personnel – ITS Vendor



Security Personnel – ITS Vendor



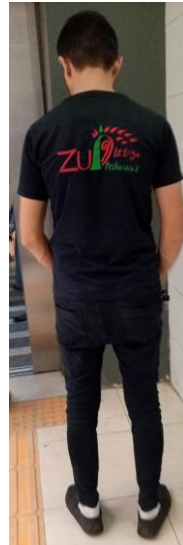
Janitorial Personnel – ITS Vendor



MESSI Staff



CEMS Staff



Protech Staff

Help Line Agent can get Bus Operation updates in Emergency situation on following numbers during operations or directly from the Line Manager.

Zu Peshawar System: (091) 2621393-5 Extension: 103, 112, 121, 122

Frequently Asked Questions

What is Zu Peshawar

Zu Peshawar is the name of the BRT System of Peshawar. The name Zu was chosen because it means “Let’s go Peshawar!” in Pushto. On the logo, there is a clear reference to the petals of a flower, relating it with Peshawar, known as “the city of flowers”. The colors – marron and green – represents human warmth and the idea of an environmentally friendly system.

What are Zu bus Operation Time?

Zu Peshawar will operate 16 hours a day starting from 6 AM to 10 PM, seven day a week

- Start of Operation from both Terminals on Main Corridor: 6:00 AM
- End of Operation from both Terminals on Main Corridor: 10:00 PM

How many Zu Stations, Zu Buses, Zu Bicycle Stations and Zu Bicycles in the System?

Zu Peshawar has 30 stations, 220 buses, 360 bicycles and 32 bicycle stations.

Which routes are currently in Operations?

Currently the following routes are in Operations

- ER-01 - Chamkani to Kharkhano Market
- SR-02 - Chamkani to Kharkhano Market
- DR-03A - Dabgari Gardens to Kohat Adda
- DR-03B - Malik Saad Shaheed to Shahalam Pul
- DR-04B – Chamkani to Malak Saad Shaheed Via Ring Road
- DR-05 - Mall of Hayatabad to Phase 6 Terminal
- DR-06 - Mall of Hayatabad to Phase 7 Terminal
- DR-07 - Karkhano Market to Phase 7 Terminal
- SR-08 - Gulbahar to Mall of Hayatabad
- ER-09 - Gulbahar to Phase 6 Terminal
- ER-10 - Kohat Adda to Hospital Chowk
- DR-11 – Phase 6 Terminal to Mall of Hayatabad
- ER-12 – Mall of Hayatabad to Shah Alam Pul

- DR-13 – Sardar Garhi to Pabbi
- DR-14 – Islamia College to Regi Model Town
- DR-14A – Islamia College to Professor Model Town
- XER-15 – Chamkani to Mall of Hayatabad
- ER-16 – Gulbahar Chowk to Nawab Market

How do I use the Peshawar bus Service?

To use the Peshawar bus service, passengers have the choice of purchasing single-ride tokens from the ticket office at each Zu bus Station, purchasing a Zu bus Card or through Zu App. Zu Card can be recharged through Ticket office or ticket vending machines at station.

Alternatively, each station has been provisioned with self-service Ticket Vending Machine. Passenger can use the TVMs themselves to purchase token or recharge Peshawar bus Card. [Video can be seen on official page of Trans Peshawar for how to use TVM machine and purchase token from ticket office]

Passenger(s) shall board Bus from Bus Station at designated point and shall ride the Bus only when the Bus completely stops. Passengers shall wait for passengers to alight and then board. Similarly, during alighting, passengers shall alight bus only at the designated point when the bus completely stops. To facilitate passengers, PIDs are installed at buses displaying information regarding bus stations/ stops and names of next station is also announced in buses before and at the time of arriving at stations.

Before journey, passenger shall ensure that passenger shall have valid fare media for travelling. The passenger may keep a copy of route map or shall utilize the route map available at Bus station to know the route/bus for taking a journey.

Upon boarding and alighting the bus at direct route stop, passenger(s) must tap Zu Card immediately on Validator inside the bus. On reaching the destination stop, the passenger must tap the Validator again before exiting the bus.

How much does ZU bus Card cost?

Passengers can obtain Zu bus cards from the ticket office or ticket vending machine at each station at the cost of Rs. 400 per card. Additionally there is a balance of Rs. 100 in

the card and Rs. 10 for biometric from NADRA. Therefore, the total cost of card including Rs.100 balance and NADRA biometric is Rs.510.

How much does ZU App cost?

The downloading of Zu App is free of cost.

What is the expiry time of balance or ZU card?

The balance or Zu Card has no expiry.

Does the Zu card work on both buses and bicycle?

Yes, the same Zu Card work both on Zu Buses and Bicycles. However, for Bicycles, the passengers are required to activate their card. Please see How to Use our System.

Where can I recharge my Zu Card/ Mobile App?

Passengers can recharge/top-up your Zu Card at Zu Ticketing booths at stations, Ticket vending machines at Zu stations.

Is it possible to pay fare by cash?

No. The only way to pay fare is by the Zu Card or Zu app.

What if I don't have enough balance but I travel to a distant station. Will I not be allowed to leave station?

In such a case, the validator will just show the negative fare and raised a beep sound. Passengers will not be allowed to leave BRT stations till the time, the fare is not paid.

Where I can download Zu App?

The app is available at App Store and can be downloaded for both ios and android phones.

What if Zu card is lost or stolen?

Passengers are advised to take care of their Zu Card. There is no refund if the Zu Card is stolen or lost. Balance can be transferred for card which are registered against NIC.

What if Zu card Malfunctions or Breaks?

If a Zu card that is inoperable due to a technical fault, the staff at ticket officer shall replace faulty Zu Card free of charge and transfer the stored value balance, if any, to new card and return to passenger within maximum of five working days.

Passengers can also return broken card at Zu Station, and purchase a new one. If there is existing balance in the broken card, it will be transferred to your new card.

Can I know in advance how much my journey will charge for buses?

Passengers can use journey planner to know in advance about the fare to be charged.

How I can use/ avail Zu Bicycle?

Please see “How to Use our Zu Bicycles” and “Video guides”.

How do I know how much I will pay for the fare?

The fare deduced will be displayed at fare validators (machines on which you tap your card to enter/exit system or pay your fare). Also, on our website, Ticket Machine, our website as well as via Zu app, the passengers can view the history of fare deducted.

What kind of services and comfort will the passengers have at Zu Peshawar?

Zu Peshawar has the following facilities for their passengers: –

- Wi-Fi access;
- USB-ports;
- Air Conditioner System;
- Woman Area;
- Reserved seats for elderly and people with disabilities;
- Wheelchair access;
- Comfortable seats;
- Mobile Application for real time information
- Pay fare via mobile app / online
- Bicycles for last mile connectivity

What are the travel conditions for use of buses and bicycles?

Please read respective code of conduct for details of travel conditions.

Is there any parking facility available in Zu System?

Yes, the Parking facilities are planned at Chamkani stations, Dabgari and Mall of Hayatabad.

Will the vehicles be inclusive, with accessibility to elderly, people with disabilities etc.?

All the Zu Peshawar's vehicles will be fully inclusive, allowing everyone to access the system. Public information systems, escalators & elevators, low floor buses and separate section for women are few of the key features to ensure inclusion of all.

Is it mandatory to tap Zu Card both at exit and entry?

Yes, its mandatory to tap Zu Card both at exit and entry otherwise maximum of the fare will be charged. Failure to tap Zu card in Bicycle docking will lead to blocking of card. Passenger need to unblock Zu card at Kiosk.

What can block my access to the turnstiles?

Insufficient credit, blocked or damaged Zu Card and non-authorized possession of someone else's Zu Card can block your access.

Can I use ZU Card of one city/system in other city/system?

No, this facility is not available. Zu card cannot be used in other systems and similarly cards of other system can also be not used for Zu Peshawar System.

How I Check balance in Zu Card?

You can tap your Zu Card at TVM machine to know about the balance in the Card. While entering or exiting the station the turnstile machine also shows the remaining balance. Furthermore, ticket office at stations can also be contacted to know about balance in card.

How to get Job in Trans Peshawar?

Trans Peshawar staff are selected based on competitive process. Whenever there is need the vacancies are advertised in newspaper and on Trans Peshawar website. There is no plan or exact time for advertisement of vacancies.

How can I get job in companies hired by TransPeshawar?

The selection of staff in companies hired by TransPeshawar lies with respective companies. TransPeshawar does not dictate in hiring. The candidates shall directly contact the companies.

What is the Contact Information of TransPeshawar?

Peshawar Office: Trans Peshawar Office Opposite NHA building, Main BRT Depot, Chamkani, Peshawar

Trans Peshawar Official Website: <https://transpeshawar.pk/>

Trans Peshawar Facebook Page: TransPeshawar

Trans Peshawar Youtube Channel: TransPeshawar Official

TransPeshawar Twitter Account: @TransPeshawar
TransPeshawar Official Contact Num: 091 2621393-5

What are Feeder routes operation timings?

The Feeder routes operation time/service hours are 6:00 AM to 10:00 PM. The Peak Hour headway is 4 minutes and Off-Peak Hour Headway is 6 to 15 Minutes.

Where I can get information about Direct Routes?

The Route Maps are pasted in Direct route buses. The passenger may visit TransPeshawar website and download the latest Route Map for Zu Peshawar and Direct Routes. The website of Trans Peshawar is <https://transpeshawar.pk/>. Furthermore, the passenger can also contact Helpline for information.

How many Direct routes and buses are in operation in Peshawar BRT?

Currently 05 direct routes and 50 buses which are operational on direct routes.

How many Direct routes are planned for operation in Peshawar BRT?

05 additional direct routes are planned for Peshawar BRT system.

What measures are taken to facilitate passengers in direct route Buses?

Two conductors, one male and one female are present at direct route buses to facilitate passengers boarding and alighting on direct routes.

What is media of ticket in Feeder routes? Token facility is available in Feeder buses?

Zu card or Zu App are the only fare media for boarding and alighting directly from direct routes buses. Token can only be purchased from Peshawar BRT stations therefore no travel is allowed in buses from token.

What will passenger do if they don't have Zu Card?

Passengers are encouraged to use Zu card for travelling in Peshawar BRT. However, passenger can use the Zu App or single journey ticket for travelling.

What are the requirements of minimum balance in Zu card/ Zu wallet for travelling in Peshawar BRT?

For single trip, a minimum balance of Rs.50 is required in Zu card while in Zu wallet shall have a minimum balance of Rs. 55.

What is the minimum transfer time between two buses/routes?

Maximum of two transfers are allowed in integrated fare structure. Time between two transfers on direct /feeder routes shall not be more than 30 minutes.

Is it allowed to tap one card multiple times for passengers travelling in group?

Each passenger is required to purchase card and tap individually. Multiple journeys are not allowed on single card. This facility is available in Zu App.

Complaints and Sub complaints Categories

Complaint Type	Complaint Subtype	Stakeholders	Primary Complaint Owner with Turnaround Time (hr:min)	Primary Complaint Owner	Level 1 Turnaround Time (hr:min)	Level 2 escalation with TAT (hr:min)	Level 3 escalation with TAT (hr:min)
Operations	Punctuality of Buses	TP		Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Overcrowding in buses						
Website	Website is down or particular feature is not working						
Bus Service	Sudden breaks by the driver	Daewoo	Manager Operations (Daewoo) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Improper docking of Buses at stations						
	Damage to buses						
	Screen not displaying information						
	No announcement in the bus						
	Low volume of announcement						

Air Conditioned turned OFF in Bus or cooling not good							
Wrong announcement in the Bus							
Route map not provided or updated							
Station Skipped							
Accident							
Driver didn't open the bus door							
Driver used mobile while driving							
Driver open door for very less time							
Bus stopped at non-scheduled station							
Driver moved the bus before fully closing bus doors							
Bus was travelling in night time without head lights ON							

	Bus was not lit inside in dark						
	Any other issues						
Mobile App	Mobile App is not working	LMKR	Manager Operation (LMKR) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Mobile App is not up to date						
	Fare transaction are not correct						
	Travel information is not correct						
	Any other issue						
Automated Fare Collection System	Non-availability of Zu cards	LMKR	Manager Operation (LMKR) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Crowding at ticket office						
	Lazy staff at ticket office						
	Ticket Vending Machine not working						
	Excess charging by ticket office						

Staff not ready to accept currency bill greater than Rs. 500							
Excess deduction at Fare Gate							
Ticket Vending Machine not accepting cash							
Card cannot be charged from the internet							
Issues in recharging of Zu card							
Fare gate blocked or not working							
Staff ID card is not displayed							
Bus arrival information is not displayed at stations & in Buses							
Passengers travelling without ticket							

	Long Queues at ticket office						
	Taking cash fare in the bus						
	Other issues						
Lost and Found	Lost property in bus	Daewoo	Manager (Daewoo) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Lost property at station	LMKR	Manager (LMKR) (24:00)				
Cleanliness	Station	LMKR	Manager (LMKR) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Platform						
	Corridor						
	Dust Bins not available at Stations						
	Unclean Pedestrian Overhead /Underpasses						
	Escalators are unclean & dirty						
	PSD Doors are dirty and unclean						
	Water or slippery surface at station						
	Bus	Daewoo	Manager (Daewoo) (24:00)				
Misbehavior	Fare gate staff	LMKR	Manager (LMKR) (24:00)	Control Center	Assistant Manager Operations	Manager Operations (TP)	General Manager Operations (TP)

No proper security checks at station						
Staff Smoking at stations						
Staff Identity Card is not displayed						
Staff using Mobile during duty						
Staff not in proper uniform						
Staff in shabby uniform						
Vehicle other than Zu bus entered the corridor						
Passengers Smoking at station						
Staff not using Metal detector						
Someone damaged Zu Peshawar Infrastructure						

Generators Services	Escalators are not working	LMKR	Manager (Service Provider) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
Escalator Services	Non availability of Escalator operator	LMKR	Manager (Service Provider) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Noise in Escalators						
	Safety issues in Escalators						
	Other issues						
Public Address System at station	No announcement	LMKR	Manager Operations (Service Provider) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Announcement not working at stations						
	Wrong announcement						
	Noise during announcement						
Housekeeping & Janitorial Services	Cleaning staff not in proper uniform	LMKR	Manager Operations (LMKR) (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	Wash Room closed or access not granted						

	Drainage issue at stations & Corridor						
	Lights not ON at Stations and Corridor						
	Lights ON at daytime at stations or corridor						
	Lack of facilities at stations						
	Fans not ON at station or working						
	Missing Sign boards at stations						
	Lack of Information at stations						
	Drinking water is not available						
	Water cooler not working						
	Water cooler water is dirty						
	Water cooler water is hot						

	Glass breaking issue at Stations						
	Uncomfortable Environment at stations						
	Safety Issue at stations						
	Access to stations is not safe						
	Water leakage						
	Graffiti on corridor						
	No Wi-Fi on station						
	Late Opening or early closing of ticket office						
Bicycle	Kiosk not working	LMKR	Manager Operations (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
Kiosk is damaged							
Kiosk is not accepting cash							
Kiosk is not charging Zu card							
Bicycle dock is not working							
Bicycle is damaged							
Number of bicycles are less							

	Docks are not available for bicycle parking						
	Bicycle are not available or distribution issue						
	Bicycle sharing website is down						
	Bicycle LED light is not working						
	Mechanical fault						
	Any other issue						
Suggestions	General	TP					
	Bus Operations						
	Security Services						
	Janitorial Services						
	Card recharging						
	Card Management						
	Human Resource						
	Bicycle Sharing						
	Mobile App						
	Female related						
	Accessibility						
	Any other suggestion						

Accessibility	Designated washroom is being used by general public	LMKR	Manager Operations (24:00)	Control Center	Assistant Manager Operations (TP) (24:00)	Manager Operations (TP) (24:00)	General Manager Operations (TP) (24:00)
	In presence of people with disabilities, people are using their facilities						



مسافروں کے لیے ضابطہ اخلاق

یہ مناجات احیاء ان تمام مفسدوں پر لاگو ہوتا ہے جو
اسلم (ایس، ایچ، ایل، او، ڈی) سے متعلقہ سہولیات (استعمال کرتے ہیں۔

- [illegible]

مزید معلومات، شکایات، اور تجاویز کے لئے 091-111-477-477 پر رابطہ کریں۔

CODE OF CONDUCT FOR PASSENGERS

**This Code of Conducts applies on all passengers travelling in Zu System
(Buses, stations and allied facilities)**

1. Use ZU Card, mobile app or single journey ticket for travelling on the bus.
2. Make sure you have enough balance on your ZU Card or mobile app before boarding the bus.
3. Keep ZU Card, mobile app and single journey ticket for verification while travelling.
4. Scan, mobile app or single journey ticket while entering and exiting bus /station.
5. Only use fare gates for entering and exiting the bus platform.
6. In case of emergency, use emergency door.
7. Stay in queue and wait for your turn.
8. Do not cross yellow line while waiting for bus.
9. Do not block the door inside the bus and stay behind the yellow area.
10. Orange seats are reserved for people with disabilities.
11. Please give senior citizens priority to be seated.
12. Smoking, including use of e-cigarettes or vapes, is strictly prohibited in ZU system.
13. Any passenger under the influence of drugs or alcohol is not allowed to travel on BRT buses or BRT Stations
14. No pets and animals are allowed in ZU system
15. Show good manners to fellow passengers and avoid inconvenience to passengers.
16. Spitting, throwing naswar, littering, vandalism, or graffiti in ZU system is prohibited.
17. Don't bring luggage in ZU system which is inconvenient for others.
18. Use of abusive /foul language and fighting is strictly prohibited in ZU system.
19. Leaning on glass and bus door is strictly prohibited.
20. Please give priority to passengers getting off the bus.
21. Step on elevators & escalators carefully and stand straight.
22. Exercise caution while getting on & off the bus.
23. Do not jump or climb over fare gates or any barrier.
24. Crossing BRT road from platform is strictly prohibited.
25. Entering ZU lane is strictly prohibited.
26. Begging inside ZU System is strictly prohibited.
27. Do not talk to driver while travelling.
28. Any form of advertisement and sales is strictly prohibited in ZU System
29. Please take care of your belongings and valuables.
30. Eating and drinking is prohibited in buses.
31. Boarding and alighting of passenger(s) is allowed only at designated bus stops.
32. Please cooperate with ZU staff (Station staff, security staff etc.).
33. Do not use any gender sensitive language and gestures in ZU System.
34. Any noise producing device is not allowed during travel in BRT buses and stations.
35. Unnecessary stay at BRT stations for more than 20 minutes is not allowed. Staying in BRT system beyond 2 hours will result in charging of maximum fare and may result in additional penalty.
36. Do not occupy more than one seat or place your feet or body parts on the other seat.
37. Carrying of weapons (licensed or unlicensed) and sharp object(s) by anyone, including Law Enforcement Agencies, is not allowed in BRT stations and buses.
38. Keep safe distance from fare validators installed in buses.
39. Do not bring liquids such as milk or chemicals inside the bus.
40. Do not leave your child(ren) unattended.
41. Men are not allowed to use /enter female designated doors /seats /area.
42. Please avoid unnecessary interaction with buttons, panels or other equipment.
43. Motorcycles are not allowed on pedestrian bridges, in under passes and station
44. LNG cylinders (new or old /filled or empty) or any compressed gas cylinders are not allowed in BRT stations and in buses.
45. To keep privacy of passengers, taking pictures and video recording is strictly prohibited in BRT station and buses.
46. E-batteries /Lithium batteries /acid batteries for any kind of rechargeable batteries are not allowed in BRT stations and buses.
47. Non-standard wheelchairs or tri-cycles are not allowed in BRT stations and buses.
48. Travelling on another person's ZU Card or ZU Mobile App is not allowed
49. Follow instructions displayed in BRT stations and buses.

For more information, complaints and suggestions, please call 091-111-477-477

ضابطہ اخلاق - ذوسائیکل

- 1 ذوسائیکل اپنی ذمہ داری پر احتیاطی تدابیر کے ساتھ استعمال کریں۔
- 2 سائیکل کی رفتار کم رکھیں اور سائیکل کو احتیاط سے چلائیں۔
- 3 ٹریفک قوانین کا احترام کریں۔
- 4 ذوسائیکل کا محفوظ استعمال آپ کی ذمہ داری ہے۔ ذوسائیکل چوری ہونے کی صورت میں زرتلافی ادا کرنا ہوگا۔
- 5 ذوسائیکل پر صرف ایک شخص سوار ہو سکتا ہے۔
- 6 ذوسائیکل پر ذمہ داری کے ساتھ سفر کریں۔ ہاتھ چھوڑ کر سائیکل نہ چلائیں۔
- 7 ذوسائیکل کسی اور کو بیسیوں پر یا بغیر بیسیوں پر استعمال کے لیے دینا منع ہے۔
- 8 صارف ذوسائیکل کا کوئی حصہ کھولنے کا مجاز نہیں تاہم حسب ضرورت سائیکل کی سیٹ کو اوپر یا نیچے کیا جاسکتا ہے۔
- 9 اگر ذوسائیکل کو استعمال کے دوران کوئی نقصان پہنچا تو صارف ذمہ دار ہوگا۔
- 10 ذوسائیکل پر کسی قسم کا ذاتی تالہ لگانا منع ہے۔
- 11 سائیکل کرایہ پر حاصل کرنے کے لیے ذکارڈ یا موبائل ایپ کا استعمال کریں۔
- 12 ذوسائیکل چلانے سے پہلے اس کا معائنہ کریں اور تسلی کر لیں کوئی چیز چیز خراب نہیں ہے۔
- 13 ذوسائیکل کو مقررہ جگہ سے لیں اور واپس مقررہ جگہ پر کھڑی کریں۔
- 14 فٹ پاتھ اور دوسرے راستوں پر ہمیشہ پیڈل چلنے کو ترجیح دیں۔
- 15 پیڈل چلنے والوں کے لیے سائیکل آہستہ کریں اور ان کو گزرنے دیں۔
- 16 ٹکراؤ سے بچنے کے لیے دوسری سائیکلوں اور گاڑیوں سے فاصلہ رکھیں۔
- 17 ذوسائیکل پر کرب دکھانا منع ہے۔
- 18 ذوسائیکل اور اس کی املاک (Dock & Kiosk) کو نقصان پہنچانا اور اس پر قہقہہ و نگار ممنوع ہے۔
- 19 ذوسائیکل کو ڈاکس (Dock) سے نکالتے وقت اور واپس چھوڑتے وقت ذکارڈ یا موبائل ایپ اسکیمن کریں۔



مزید معلومات، شکایات، اور تجاویز کے لئے 111-477-477 پر رابطہ کریں۔

CODE OF CONDUCT - ZU BICYCLE

- 1** Use Zu Bicycle at your own risk with safety precautions.
- 2** Check your bicycle speed and be careful while riding.
- 3** Obey traffic rules.
- 4** Zu Bicycle in your use is your responsibility. You will be responsible if it is stolen.
- 5** Only one person is allowed to ride Zu Bicycle.
- 6** Be sure to ride safely and responsibly. Don't ride bicycle "hands-free".
- 7** It is strictly forbidden for customers to allow a third party to make any use of any kind, with or without charge, of the bicycle, which remains the property of Zu Peshawar.
- 8** Except seat height adjustment, user must not dismantle or modify a Zu Bicycle.
- 9** The customer is fully and solely liable for any damage to Zu Bicycle caused during the period of use.
- 10** User must not use personal locking mechanism on Zu Bicycles.
- 11** Use Zu Card or mobile app to rent out bicycle.
- 12** Always check condition of bicycle before setting off.
- 13** Take and park Zu Bicycle in its designated spaces.
- 14** Always give priority to pedestrians on footpaths and shared paths.
- 15** Slow down and give way to pedestrian.
- 16** Keep a safe distance from other users and vehicles to avoid collisions.
- 17** Do not perform any stunt on Zu Bicycle.
- 18** Vandalism and graffiti on Zu Bicycle is prohibited.
- 19** Scan your Zu Card or Zu app upon renting out and returning Zu Bicycle.



For more information, complaints and suggestions, please call 111-477-477.

APPENDIX D
PERFORMANCE GUARANTEE FORM

[TO BE ISSUED ON JUDICIAL PAPER OF PRESCRIBED FEE BY BANK LICENSED TO CONDUCT BUSINESS IN THE ISLAMIC REPUBLIC OF PAKISTAN]

This **Performance Guarantee No.** <Insert No.> is made on <Insert date> 2025 (the “**Guarantee**”)

Ref: Letter of Award for **PROVISION OF HELPLINE SERVICES FOR ZU PESHAWAR OPERATION** 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, Opposite NHA Complex, Main GT Road, Chamkani, Peshawar, Khyber Pakhtunkhwa, Pakistan. (“**employer**”)

1. GUARANTEE

We <Insert name of Bank> Bank (the “**Guarantor**”) have been informed that <Insert name of the Company> (the “**Service Provider**”) has been awarded the Agreement relating to **Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project** (the “**Project**”).

- 1.1 The Guarantor hereby irrevocably and unconditionally undertakes to pay to employer on its first demand for payment, without regard to any objections or defences to employer’s demand from the Service Provider or any other person, an amount or amounts not exceeding in total **PKR ----- (in words)**.

2 TIME FOR PAYMENT

- 2.1 Any amount demanded by employer shall be paid by Guarantor to employer within seven (07) days of receipt of the employer’s demand for payment stating that the Service Provider is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

3 VALIDITY OF GUARANTEE

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

4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS

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

5 Notices and Demands for Payment

- 5.1 Any demand for payment made under this Guarantee shall be delivered by hand or registered courier and be deemed to be duly made at the time of, and on the date of, delivery to the contact details of the addressee stated in Schedule 1 (the “**Contact Details**”),
- 5.2 Any notice or demand given or made by employer or the Guarantor relating to this Guarantee shall be in English.

6 ASSIGNMENT

6.1 Employer shall have the right to assign the rights and benefits under this Guarantee.

7 DISPUTE RESOLUTION

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

EXECUTED for and on behalf of
[GUARANTOR]

.....

(signed)

.....

Name

Witnesses: