

**Request for Proposal Document**

**for**

**Hiring of External Auditor  
for TransPeshawar**

**Issued on.:** June 27, 2025

**Request for Proposal No.:** TPC/FD/OCB/CS/EA/2024-25/005

**Procuring Entity.:** TransPeshawar (The Urban Mobility Company)

# **Preface**

This Request for Proposal document is prepared by TransPeshawar (The Urban Mobility Company) and will be used for Hiring of External Auditor for TransPeshawar.

# Table of Contents - Summary Description

## PART I BIDDING PROCEDURES

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

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

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

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

### **Section 3 - Eligibility and Evaluation Criteria (EEC) ----- 3-1**

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

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

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

## PART II REQUIREMENTS

### **Section 5 - Term of Reference (ToR)-----5-1**

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

## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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

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

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

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

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

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

# Section 1 - Instructions to Consultants

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

## Table of Contents

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

28. Nonmaterial Nonconformities .....	1-14
29. Correction of Arithmetical Errors .....	1-14
30. Evaluation of Financial Proposals .....	1-16
31. Comparison of Proposals .....	1-16
32. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals.....	1-16
<b>F. Award of Contract.....</b>	<b>1-16</b>
33. Award Criteria .....	1-16
34. Notification of Award .....	1-16
35. Signing of Contract .....	1-16
36. Performance Security .....	1-16

---

# Section 1 - Instructions to Consultants

## A. General

### 1. Scope of Proposal

1.1 In connection with the Invitation for Request for Proposal (RFP) as indicated in the **Data Sheet (DS)**, the Client, as indicated in the **DS**, issues this Request for Proposal document for the scope of Services as specified in Section 5 (Term of References). The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the **DS**.

1.2 Throughout this Request for Proposal document,

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

### 2. Fraud and Corruption

2.1 It is required that Consultants shall observe the highest standard of ethics during the procurement and execution of contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under

these rules and

- 2.2 The Client will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract apart from other remedies provided for under the relevant laws.
- 3. Eligible Consultants**
- 3.1 A Consultant may be a natural person or private entity, or any combination thereof with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture or as indicated in **DS**. In the case of a Joint Venture,
- (a) all partners shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 3.2 A Consultant, and all parties constituting the Consultant, shall have the nationality of Pakistan. A Consultant shall be deemed to have the nationality of Pakistan if the Consultant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan.
- 3.3 A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. A Consultant may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling partners in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this proposal; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the proposal of another Consultant, or influence the decisions of the Client regarding this bidding process; or
  - (e) a Consultant participates in more than one proposal in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITC 12 of the Request for Proposal Document. This will result in the disqualification of all Proposals in which it is involved; or
  - (f) a Consultant or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the procurement that is the subject of the proposals; or
- 3.4 Consultants shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- 3.5 Apart from above, the Consultants shall provide their eligibility satisfactory to the Client, as indicated in **DS**.
-

**4. Eligible Materials, Equipment and Services**

- 4.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Client's request, Consultants may be required to provide evidence of the origin of materials, equipment, and services.
- 4.2 For purposes of ITC 4.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Request for Proposal Document**

**5. Sections of Request for Proposal Document**

- 5.1 The Request for Proposal document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITC 7.

**PART I Bidding Procedures**

- Section 1 - Instructions to Consultants (ITC)
- Section 2 - Data Sheet (DS)
- Section 3 – Eligibility and Evaluation Criteria (EEC)
- Section 4 - Standard Forms (SF)

**PART II Requirements**

- Section 5 – Term of References (ToR)

**PART III Conditions of Contract and Contract Forms**

- Section 6 - General Conditions of Contract (GCC)
- Section 7 - Particular Conditions of Contract (PCC)
- Section 8 - Contract Forms (COF)

- 5.2 The Invitation for RFP issued by the Client is not part of the Request for Proposal document.
- 5.3 The Client is not responsible for the completeness of the Request for Proposal document and their addenda, if they were not obtained directly from the source stated by the Client in the Invitation for RFP.
- 5.4 The Consultant is expected to examine all instructions, forms, terms, and specifications in the Request for Proposal document. Failure to furnish all information or documentation required by the Request for Proposal document may result in the rejection of the Proposal.

**6. Clarification of Request for Proposal Document, Site Visit, Pre-Bid Meeting**

- 6.1 A prospective Consultant requiring any clarification on the Request for Proposal document shall contact the Client in writing at the Client's address before the date and time indicated in the **DS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITC 6.4. The Client will respond to any request for clarification in the manner as indicated in the **DS**. The response shall include a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Request for Proposal document as a result of a request for clarification, it shall do so following the procedure under ITC 7 and ITC 19.2.



- 6.2 The Consultant is advised to visit and examine the Premises and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the Premises shall be at the Consultant's own expense.
- 6.3 The Consultant and any of its personnel or agents will be granted permission by the Client to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Consultant, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.4 The Consultants are encouraged to attend a pre-bid meeting, if provided for in the **DS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be disseminated in a manner as indicated in **DS**. Any modification to the Request for Proposal document that may become necessary as a result of the pre-bid meeting shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 7 and not through the minutes of the pre-bid meeting.
- 6.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Consultant.

**7. Amendment of Request for Proposal Document**

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

**C. Preparation of Proposals**

**8. Cost of Bidding**

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 9. Language of Proposal**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be written in the language specified in the **DS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **DS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB 10.2 and other the Financial Proposal containing the documents listed in ITB 10.3, both envelopes enclosed together in an outer single envelope.
- 10.2 The Technical Proposal shall comprise the following:
- (a) Letter of Technical Proposal;
  - (b) an affidavit stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal;
  - (c) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 17.2 on the forms provided under Section 4 (Standard Forms);
  - (d) Schedules and documentary evidence as stipulated in **DS**, establishing the Proposal's responsiveness to perform the contract;
  - (e) Documents required for technical evaluation of proposal as stipulated under Section 4.
- 10.3 The Financial Proposal shall comprise the following:
- (a) Letter of Financial Proposal;
  - (b) Bid Security in accordance with ITC 16.
- 10.4 In addition to the requirements under ITC 10.1, Proposals submitted by a Joint Venture shall include, in Technical Proposal, a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Consultant shall be signed by all partners and submitted with the Technical Proposal, together with a copy of the proposed agreement.
- 11. Letters of Proposal and Schedules**
- 11.1 The Letters of Technical Proposal and Financial Proposal, Schedules along with attachments, and all documents listed under Clause 10, shall be prepared using the relevant forms in Section 4 (Standard Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information as required.
- 12. Alternative Proposals**
- 12.1 Unless otherwise indicated in the **DS**, alternative Proposals shall not be considered.
- 13. Proposal Prices**
- 13.1 The prices quoted by the Consultant in the Letter of Financial Proposal and in the relevant Schedule (s) shall conform to the requirements specified below.

- 13.2 The Consultant shall submit Proposal for complete scope of services as indicated in Section 5 (Term of References) on given forms as identified in Section 4 (Standard Forms). Proposals submitted for incomplete scope will be rejected.
- 13.3 The Price to be quoted in Letter of Financial Proposal shall be the total price of the services. Absence of the total price in the Letter of Financial Proposal may result in the rejection of the Proposal.
- 13.4 The offered price shall be inclusive of taxes and Consultant shall be liable for payment of all applicable taxes, duties, and other levies under the Contract as per relevant law.
- 13.5 The entered prices shall be typewritten or if written by hand, must be in indelible ink. The relevant schedule not presented accordingly may be considered nonresponsive.
- 14. Currencies of Proposal and Payment**
- 14.1 The rates shall be quoted by the Consultant entirely in Pak Rupees.
- 14.2 The currency of payment of contract price shall entirely be in Pak Rupees.
- 15. Period of Validity of Proposals**
- 15.1 Proposals shall remain valid for the period specified in the **DS** after the Proposal submission deadline prescribed by the Client. A Proposal valid for a shorter period shall be rejected by the Client as nonresponsive.
- 15.2 In exceptional circumstances, prior to the expiration of the Proposals' validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITC 16, it shall also be extended 28 days beyond the deadline of the extended validity period. A Consultant may refuse the request without forfeiting its bid security. A Consultant granting the request shall not be required or permitted to modify its Proposal.
- 16. Bid Security**
- 16.1 Unless otherwise specified in the **DS**, the Consultant shall furnish as part of its Proposal, in original form, a bid security in the form, amount and currency as specified in the **DS**.
- 16.2 Unless otherwise specified in the **DS**, any Proposal not accompanied by a substantially compliant bid security it shall be rejected by the Client as nonresponsive.
- 16.3 If a bid security is specified pursuant to ITC 16.1, the bid security of unsuccessful Consultants shall be returned promptly upon the successful Consultant's furnishing of the performance security pursuant to ITC 36.
- 16.4 If a bid security is specified pursuant to ITC 16.1, the bid security of the successful Consultant shall be returned as promptly as possible once the successful Consultant has signed the Contract and furnished the required performance security.
- 16.5 The bid security may be forfeited, if
- (a) a Consultant withdraws its proposal during the period of proposal

validity, except as provided in ITC 15.2; or

(b) the successful Consultant fails to

- (i) sign the Contract in accordance with ITC 35;
- (ii) furnish a performance security in accordance with ITC 36;
- (iii) accept the arithmetical correction of its Proposal in accordance with ITC 29.

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

## 17. Format and Signing of Proposal

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

17.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation as specified in the **DS** and shall be enclosed in Technical Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialed by the person signing the Proposal. If a Consultant submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Client shall request the Consultant to submit an acceptable/valid authorization within the number of days as specified in the **DS**. Failure to provide an acceptable/valid authorization within the prescribed period of receiving such a request shall cause the rejection of the Proposal.

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

## D. Submission and Opening of Proposals

## 18. Sealing and Marking of Proposals

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

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

electronic Proposal submission procedures specified in the **DS**.

18.2 The inner and outer envelopes shall

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Client as provided in ITC 19.1; and
- (c) bear the specific identification of this bidding process indicated in ITC 1.1;

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

18.4 The inner envelopes containing the Financial Proposal shall bear a warning not to open until advised by the Client in accordance with ITC 22.7

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

**19. Deadline for Submission of Proposals**

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

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

**20. Late Proposals**

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

**21. Withdrawal, Substitution, and Modification of Proposals**

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

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

- (b) received by the Client prior to the deadline prescribed for submission of Proposals, in accordance with ITC 19.

21.2 Proposals requested to be withdrawn in accordance with ITC 21.1 shall be returned unopened to the Consultants.

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

specified period of proposal validity.

## **22. Proposal Opening**

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

22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at proposal opening.

22.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultants unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Financial Proposal will remain unopened in accordance with ITC 22.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at proposal opening.

22.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 22.1.

22.5 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Consultant;
- (b) whether there is a modification or substitution;
- (c) the presence of an affidavit stating that a bid security amounting to two (2%) percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal; and
- (d) any other details as the Client may consider appropriate.

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

Proposals except for late proposals, in accordance with ITC 20.1.

22.6 The Client shall prepare a record of the opening of Technical Proposals that shall include, as a minimum, the name of the Consultant and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of an affidavit for submission of bid security. The Consultants' representatives who are present shall be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be distributed to the Consultants if so requested.

22.7 At the end of the evaluation of the Technical Proposals, the Client will invite Consultants who have submitted substantially responsive Technical Proposals to attend the opening of the Financial Proposal.

22.8 The date, time, and location of the opening of Financial Proposals will be advised in writing by the Client. Consultant shall be given reasonable notice of the opening of Financial Proposals.

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

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

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

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

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

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

---

## **E. Evaluation and Comparison of Proposals**

- 23. Confidentiality**
- 23.1 Information relating to the examination, evaluation, and comparison of Proposals and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information on the Contract award is communicated to all Consultants.
- 23.2 Any attempt by a Consultant to influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 23.3 Notwithstanding ITC 23.2, from the time of proposal opening to the time of Contract award, if any wishes to contact the Client on any matter related to the bidding process, it may do so in writing.
- 24. Clarification of Proposals**
- 24.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or prices in the Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Financial Proposals, in accordance with ITC 29 or as provided for under relevant rules.
- 24.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the Client's request for clarification, its Proposal may be rejected.
- 25. Deviations, Reservations, and Omissions**
- 25.1 During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Request for Proposal Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposal Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Request for Proposal Document.
- 26. Examination of Technical Proposals**
- 26.1 The Client shall examine the Technical Proposals to confirm that all documents and technical documentation requested in ITC 10.2 have been provided, and to determine the completeness of each document submitted.
- 26.2 The Client shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Proposal;
  - (b) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Consultant;
  - (c) an affidavit stating that a bid security amounting to two (2%) percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal; and



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

**27. Assessment for Eligibility and Technical Evaluation**

27.1 Assessment for eligibility and technical evaluation will be carried in accordance with the criteria provided under Section 3 (Eligibility and Evaluation Criteria) and shall be based on the contents of the Technical Proposal itself, as defined in ITC10.

27.2 A substantially responsive Technical Proposal is one that meets the requirements of the Request for Proposal Document including eligibility and Technical Evaluation Requirements as stipulated under Section 3 (Eligibility and Evaluation Criteria) without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Request for Proposal Document, the Client's rights or the Consultant's obligations under the proposed Contract; or

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

**28. Nonmaterial Nonconformities**

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

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

**29. Correction of Arithmetical Errors**

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

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Consultant there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), and (b) above.

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

- |  |  |
|--|--|
| <b>30. Evaluation of Financial Proposals</b>   | 30.1 The Client shall evaluate Financial Proposal of Eligible and Technically Qualified Consultants as per criteria provided under Section 3 (Eligibility and Evaluation Criteria). Price adjustment due to correction of arithmetic errors, if any, will be affected in accordance with ITC 29.   |
| <b>31. Combined Evaluation</b>   | 31.1 The Client shall conduct combined assessment of each proposal in accordance with the criteria provided under Section 3 (Eligibility and Evaluation Criteria).   |
| <b>32. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals</b> | 32.1 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants. In case of annulment, all Proposals submitted and specifically, bid securities, shall be promptly returned to the Consultants. |

## **F. Award of Contract**

- |                                  |   |
|----------------------------------|---|
| <b>33. Award Criteria</b>        | 33.1 The Client shall award the Contract to the Consultant obtaining highest score against the criteria provided under Section 3 (Eligibility and Evaluation Criteria).   |
| <b>34. Notification of Award</b> | <p>34.1 Prior to the expiration of the period of proposal validity, the Client shall transmit the Notification of Award using the form included in Section 8 (Contract Forms) to the successful Consultant, in writing, that its Proposal has been accepted.</p> <p>34.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>   |
| <b>35. Signing of Contract</b>   | <p>35.1 Promptly after notification, the Client shall send the successful Consultant the Contract Agreement.</p> <p>35.2 Within 28 days of issuance of the Contract Agreement or as indicated in <b>DS</b>, the successful Consultant shall sign, date, and return it to the Client.</p> <p>35.3 The original proposals submitted by the Consultants shall be retained by the Client</p>  |
| <b>36. Performance Security</b>  | <p>36.1 Within 28 days, or as indicated in <b>DS</b>, of the issuance of notification of award from the Client, the successful Consultant shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Client.</p> <p>36.2 Failure of the successful Consultant to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Client may award the Contract to the next lowest evaluated Consultant whose offer is substantially responsive.</p> |

## Section 2 - Data Sheet

### A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: <b>TPC/FD/OCB/CS/EA/2024-25/005</b>
ITSP 1.1	The Client is: <b>TransPeshawar (The Urban Mobility Company)</b>
ITSP 1.1	The name of the bidding process is: <b>Hiring of External Auditor for TransPeshawar</b>  The identification number of the Request for Proposal Document is: <b>TPC/FD/OCB/CS/EA/2024-25/005</b>
ITSP 3.1	A Consultant shall be a partnership/firm registered with Registrar of Firms. Joint ventures are not allowed.
ITSP 3.5	The Consultant/Firm must be/have: <ul style="list-style-type: none"> <li>i. Registration with Registrar of Firms;</li> <li>ii. Registered with FBR for income tax and reflected on active taxpayers list;</li> <li>iii. Registered with KPRA for sales tax on services;</li> <li>iv. Registration with ICAP;</li> <li>v. Registration with Audit Oversight Board;</li> <li>vi. Satisfactory QCR Rating of ICAP (Current);</li> <li>vii. Valid License of Practice;</li> <li>viii. Audit documentation software in compliance with international standards on Auditing (ISA);</li> <li>ix. Has overall experience of at least five years (existence of firm);</li> <li>x. Has specific experience of audit of public sector companies;</li> <li>xi. Submitted affidavit of integrity pact on the prescribe format;</li> <li>xii. Submitted affidavit for Completeness of Documents/information;</li> <li>xiii. Submitted declaration of Compliance with IFAC Code of Ethics;</li> <li>xiv. Submitted affidavit for non-blacklisting on prescribe format;</li> <li>xv. Submitted affidavit of Non-Association and Eligibility Declaration.</li> </ul>

### B. Contents of Request for Proposal Document

ITSP 6.1	For <b><u>clarification purposes</u></b> only, the Client's address is:  Attention: Chief Executive Officer (CEO), TransPeshawar  Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan  E-mail: To: ceo@transpeshawar.pk cc: procurement@transpeshawar.pk;  Requests for clarification should be received by the Client before the date fix for holding Pre-bid meeting.  Request for Clarification (s) will be responded via minutes of pre-bid meeting issued by the Client.
ITSP 6.4	A Pre-Bid meeting take place.

	<p>Date: July 3, 2025</p> <p>Time: 11:30 AM (PST)</p> <p>Place: Conference Room TransPeshawar Head Office, First(1st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa</p>
<b>ITSP 6.5</b>	Minutes of pre-bid meeting will be hoisted on website of the Client and sent to all Consultants who attended pre-bid meeting.
<b>ITSP 7.2</b>	The addendum will be hoisted on website of the Client or KPPRA or both and may be published in newspapers if the Client deems necessary and if the amendments are of substantial nature.

### C. Preparation of Proposals

<b>ITSP 9.1</b>	The language of the Proposal is: <b>English</b>
<b>ITSP 10.2 (d)</b>	<p>The Consultants are required to submit following schedules in Technical Proposal on the formats as provided for in Section 4 (Standard Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> <li>1. Schedule 1: Consultant's Information Sheet along with all attachments;</li> <li>2. Schedule 2: Contractual Experience along with all attachments.</li> </ol>
<b>ITSP 12.1</b>	Alternative Proposals are not permitted.
<b>ITSP 15.1</b>	The Proposal validity period shall be one hundred eighty (180) days.
<b>ITSP 16.1</b>	<p>Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of 2% of proposal/Quoted price in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the Consultant who submits the proposal. The original bid security shall be kept sealed in Financial Proposal. The Consultant shall in addition, place an affidavit in the Technical Proposal stating that a bid security amounting to 2 percent of the proposal price, without indicating the figure in the letter, has been placed in the Financial Proposal. Otherwise, the Technical Proposal will be considered non-responsive and Financial Proposal will be returned unopened to the Consultant.</p>
<b>ITSP 17.1</b>	In addition to the original Proposal, the number of copies is: <b>One number of copy of Technical Proposal in hard and one number of copy of Technical Proposal in soft.</b>
<b>ITSP 17.2</b>	<p>The written confirmation of authorization to sign on behalf of the Consultant shall consist of:</p> <p>An authorization shall be provided on the format as given under Section 4 (Standard Forms) specifying the representative's authority to sign the Proposal on behalf of, and to legally bind, the Consultant.</p>
<b>ITSP 17.2</b>	The Consultant shall submit an acceptable authorization within three (03) working days.

### D. Submission and Opening of Proposals

<b>ITSP 18.1 (b)</b>	Consultants not have the option of submitting their Proposals electronically/Email.
<b>ITSP 19.1</b>	For <b><u>Proposal submission purposes</u></b> only, the Client's address is:

	<p>Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p><b>The deadline for Proposal submission is:</b></p> <p>Date: July 15, 2025</p> <p>Time: 11:30 AM (PST)</p>
<b>ITSP 22.1</b>	<p>The Technical Proposal opening shall take place at:</p> <p>Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: July 15, 2025</p> <p>Time: 11:45 AM (PST)</p>

# Section 3 – Eligibility and Evaluation Criteria

## Table of Contents

<b>1. Evaluation of Technical Proposal.....</b>	<b>3-2</b>
<b>2. Eligibility Criteria .....</b>	<b>3-2</b>
2.1 Nationality .....	3-2
2.2 Registration with ICAP .....	3-2
2.3 Registration with FBR.....	3-2
2.4 Registration with KPRA .....	3-2
2.5 Registration with Audit oversight Board.....	3-3
2.6 Satisfactory QCR Rating of ICAP (Current).....	3-3
2.7 Valid License of Practice.....	3-3
2.8 Audit Documentation Software.....	3-3
2.9 Contractual Experience.....	3-3
2.10 Affidavit of integrity pact on the prescribe format.....	3-3
2.11 Affidavit for Completeness of Documents/information.....	3-3
2.12 Declaration of Compliance with IFAC Code of Ethics.....	3-3
2.13 Affidavit of Not Blacklisted .....	3-4
2.14 Affidavit of Non-Association and Eligibility Declaration.....	3-4
<b>3. Technical Evaluation Criteria .....</b>	<b>3-5</b>
<b>4. Combined Evaluation Criteria .....</b>	<b>3-5</b>

## 1. Evaluation of Technical Proposal

- 1.1. The proposal is comprised of technical and financial proposal. The system of selection of consultants is QCBS with 80:20 ratio for technical and financial proposal respectively.
- 1.2. In first instance, eligibility of consultants will be checked against the fail/pass eligibility criteria provided under Clause 2 below.
- 1.3. The consultants qualifying the Eligibility Criteria will be consider for technical evaluation as per criteria provided under Clause 3 below. The qualifying score is 70 marks. Financial proposal of technical qualifying firms will be opened and carry forward for combined evaluation provided for under Clause 4 below. The Consultants obtaining highest score under combined evaluation criteria will be declared as successful consultant. The marks will be allocated proportionally, as per criteria, where required. The proportional allocated marks will be rounded up to two decimal places.

## 2. Eligibility Criteria

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

### 2.1 Nationality

Registration with Registrar of Firms	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
--------------------------------------	-----------------------	----------------	----------------	----------------	-----------------------------------

### 2.2 Registration with ICAP

Registration with ICAP	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
------------------------	-----------------------	----------------	----------------	----------------	-----------------------------------

### 2.3 Registration with FBR

Registration with FBR and reflected on Active Tax Payer List	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
--	-----------------------	----------------	----------------	----------------	-----------------------------------

### 2.4 Registration with KPRA

Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA)	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

**2.5 Registration with Audit oversight Board**

Registration with Audit Oversight Board	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

**2.6 Satisfactory QCR Rating of ICAP (Current)**

Satisfactory QCR Rating of ICAP (Current)	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

**2.7 Valid License of Practice**

Valid License of Practice	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
---------------------------	-----------------------	----------------	----------------	----------------	-----------------------------------

**2.8 Audit Documentation Software**

Shall have an audit documentation software in compliance with international standards on Auditing (ISA)	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
---	-----------------------	----------------	----------------	----------------	-----------------------------------

**2.9 Contractual Experience**

i. Has overall experience of at least five years (existence of firm); ii. Has specific experience of audit of public sector companies	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments.
--	-----------------------	----------------	----------------	----------------	------------------------------------

**2.10 Affidavit of integrity pact on the prescribe format.**

Affidavit of integrity pact on the prescribe format.	must meet requirement	not applicable	not applicable	not applicable	On prescribed Format provided under Section 4
--	-----------------------	----------------	----------------	----------------	---

**2.11 Affidavit for Completeness of Documents/information**

Affidavit from the firm, to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects.	must meet requirement	not applicable	not applicable	not applicable	Affidavit to the effect on stamp paper of PKR.150 and duly notarized.
---	-----------------------	----------------	----------------	----------------	---

**2.12 Declaration of Compliance with IFAC Code of Ethics**



Declaration on stamp paper that the firm or a partner of which firm is compliant with the International Federation of Accountants' (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.	must meet requirement	not applicable	not applicable	not applicable	Affidavit to the effect on stamp paper of PKR.150 and duly notarized.
--	-----------------------	----------------	----------------	----------------	---

### 2.13 Affidavit for Non-Blacklisting

Not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Client in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.	must meet requirement	not applicable	not applicable	not applicable	Affidavit to the effect on stamp paper of PKR.150 and duly notarized.
--	-----------------------	----------------	----------------	----------------	---

### 2.14 Affidavit of Non-Association and Eligibility Declaration

Affidavit of Non-Association and Eligibility Declaration	must meet requirement	not applicable	not applicable	not applicable	Affidavit on format provided under Section 4
--	-----------------------	----------------	----------------	----------------	--

### 3. Technical Evaluation Criteria

S#	Evaluation Criteria	Sub-Criteria along with Documentary Requirement	Max. Marks
1	<b>Firm's Experience in External Audit</b>	1.1. External audit assignments performed in last 1 year (2.5 Marks for every 10 assignments) (Schedule 2 along with attachments)	25
		1.2. External audit assignments performed in public sector in last 1 year (1.5 mark for each assignment) (Schedule 2 along with attachments)	15
	Sub-Total		<b>40</b>
2	<b>Qualification and Experience of Audit Team</b>	2.1. Number of partners with minimum 10 years of experience of each partner (1 marks for each partner) (Evidence of partnership shall be provided)	05
		2.2. Number of qualified accountants (Members of IFAC) on team (1 mark for each accountant) (membership number along with name shall be listed)	25
	Sub-Total		<b>30</b>
3	<b>Firm's Institutional Capacity</b>	3.1. Total staff (0.2 marks for every staff member including article registered students) (in case of multiple offices, staff of all offices will be considered) (List of the staff shall be provided)	20
	Firm Existence	3.2. Total experience in years (1 mark for each five years of experience) (certificate of registration/equivalent document)	05
	Sub-Total		<b>25</b>
4	Presentation	4.1. Presentation to procuring entity to demonstrate service quality and capacity (presentation shall be submitted in soft/hard form)	05
	Sub-Total		05
	<b>TOTAL</b>		<b>100</b>

### 4. Combined Evaluation Criteria

$$\text{Total Score (Ts)} = \left( \frac{T}{T_{\max}} \times 80 \right) + \left( \frac{L}{F} \times 20 \right)$$

Where:

- Ts = Total Combined Score (out of 100)
- T = Technical Score of the firm
- T<sub>max</sub> = Highest Technical Score among all firms
- F = Financial Bid of the firm
- L = Lowest Financial Bid among all firms

## Section 4 - Standard Forms

### Table of Forms

<b>Technical Proposal.....</b>	<b>4-2</b>
<b>Letter of Technical Proposal.....</b>	<b>4-4</b>
Schedule-1: Consultant's Information Sheet .....	4-07
Schedule-2: Contractual Experience.....	4-08
Schedule-3: Affidavit of Integrity Pact.....	4-09
Schedule-4: Authorization/Power of Attorney (Firm/Compnay).....	4-10
Schedule-5: Affidavit of Non-Association and Eligibility Declaration... ..	4-11
<b>Financial Proposal... ..</b>	<b>4-12</b>
<b>Letter of Financial Proposal.....</b>	<b>4-12</b>

TABLE-1. CONTENTS OF TECHNICAL PROPOSAL

Order	Document Number and Information Required	Check (Y/N)	Page No.
<b>A</b>	<b>Proposal Submission</b>		
1.	Letter of Technical Proposal		
2.	Authorization/Power of Attorney to represent the firm in accordance with ITC. 3.1 and ITC. 19.2		
3.	Affidavit of integrity pact on the prescribe format.		
4.	Affidavit from the firm, to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects.		
5.	Declaration on stamp paper that the firm or a partner of which firm is compliant with the International Federation of Accountants' (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.		
6.	Non-blacklisting certificate on stamp paper of PKR.150 and dully notarized to the effect that Consultant is not blacklisted by any federal or provincial public entity in Pakistan.		
7.	Affidavit of Non-Association and Eligibility Declaration		
8.	Affidavit of Proposal Security		
<b>B</b>	<b>Eligibility</b>		
9.	Scheduel-1. Consultant's Information Sheet with attachments		
10.	Schedule-2. Contractual Experience with attachments.		
<b>C</b>	<b>Evaluation</b>		
	<b>Firm's Experience in External Audit</b>		
	External audit assignments performed in last 1 year (2.5 Marks for every 10 assignments)		
	<b>Qualification and Experience of Audit Team</b>		
	<b>Firm's Institutional Capacity</b>		
	Firm existence		
	Presentation		

**TABLE-2. CONTENTS OF FINANCIAL PROPOSAL**

<b>Order</b>	<b>Document Number and Information Required</b>	<b>Check (Y/N)</b>	<b>Page No.</b>
1.	Letter of Financial Proposal		
2.	Original Proposal Security		

## Letter of Technical Proposal

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

Date: .....

Request for Proposal Document No.: .....

To:

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

We, the undersigned, declare that:

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

**“Hiring of External Auditor for TransPeshawar”**

- (c) Our Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred eighty (180) days from the date fixed for the Proposal submission deadline in accordance with the Request for Proposal Document, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- (d) If our proposal is accepted, we commit to obtain a performance security in accordance with the Request for Proposal Document.
- (e) [We are registered in Pakistan.]
- (f) We do not have any conflict of interest.
- (g) We are not participating, as a consultant in more than one Proposal in this bidding process.
- (h) We have never been blacklisted from any provincial or federal public entity.
- (i) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the bid submission.

- (j) We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We fulfill the minimum qualification requirements stipulated under section 25 of KPPRA Act, 2012.
- (l) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of Authorized Representative .....

Designation .....

Sign of Authorized Representative .....

Name of all partners, signatures and Seal of Consultant. ....

Date .....

## **Schedules**



**Schedule-1****Consultant's Information Sheet**

<b>Consultant's Information</b>	
Consultant's legal name	
Consultant's nationality or country of constitution	
Consultant's year of constitution	
Consultant's Year of registration with FBR for income tax	
Consultant's Year of registration with KPRA for sales tax on service	
Consultant's legal address in country of nationality/constitution	
Consultant's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><input type="checkbox"/> Authorization/Power of Attorney on prescribed format;</p> <p><input type="checkbox"/> Certificate of Registration with Registrar of Firms;</p> <p><input type="checkbox"/> Certificate of Registration with FBR for income tax and reflected on active taxpayers list;</p> <p><input type="checkbox"/> Certificate of Registration with KPRA for sales tax on services;</p> <p><input type="checkbox"/> Certificate of Registration with ICAP;</p> <p><input type="checkbox"/> Certificate of Registration with Audit Oversight Board;</p> <p><input type="checkbox"/> Satisfactory QCR Rating of ICAP (Current);</p> <p><input type="checkbox"/> Valid License of Practice;</p> <p><input type="checkbox"/> Audit documentation software in compliance with international standards on Auditing (ISA);</p> <p><input type="checkbox"/> Affidavit of integrity pact on the prescribe format;</p> <p><input type="checkbox"/> Affidavit for Completeness of Documents/information;</p> <p><input type="checkbox"/> Declaration of Compliance with IFAC Code of Ethics;</p> <p><input type="checkbox"/> Affidavit for non-blacklisting on prescribed format;</p> <p><input type="checkbox"/> Affidavit of Non-Association and Eligibility Declaration under Section 247 of the Companies Act, 2017 on prescribed format.</p>	

**Schedule-2****Contractual Experience**

Each Consultant must fill out this form.

<b>Contract of Similar Size and Nature</b>		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Name</b>	
<b>Award Date</b>		<b>On Going/Completion Date:</b>
<b>Total Contract Amount</b>	<b>PKR.</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's name Address Telephone number Fax number E-mail</b>		
<b>Description of the Similarity in Accordance with Criterion 2.10 of Section 3 (Eligibility and Responsiveness Criteria)</b>		
<input type="checkbox"/> List of contracts/assignments (for experience with private clients and the consultant shall be bound to present any verifiable record if required by the Procuring Entity)		
<input type="checkbox"/> Letter of Award or Acceptance or Letter of Engagement or contract agreement or any other credible record to substantiate Experience (for experience with public sector organizations)		

**Affidavit of Integrity Pact**  
**(Affidavit on stamp paper of PKR.150 and duly notarized)**

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

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

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

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

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

Name of Authorized Representative .....

Designation .....

Signed .....

Name of Consultant .....

Date

**Authorization/Power of Attorney**  
**(Affidavit on stamp paper of PKR.150 and duly notarized)**

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

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

I am the [Partner] of [name of consultant], a [Partnership] organized and existing under and by virtue of the laws of Pakistan;

I hereby disposed of:

1. That [name of consultant] be, and is, authorized to participate in the Bidding Process and to submit proposal for [Name of procurement];
2. That [name of Representative] resident of ----- holding CNIC No. ----- be and is hereby appointed as the authorized representative of the [Name of Consultant] during the Bidding Process, authorized to submit bid, execute, sign, and receive documents and sign contract for, and otherwise act for and on behalf of the bidder; and
3. That any and all acts done and/or performed by [Name of Representative] under and by virtue of this authorization be, as they are hereby, confirmed and ratified.

This authorization has not been revoked, amended or modified and remain valid and binding on the Consultant;

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

Name of person authorizing the signatory .....

Position .....

Signature of all partners with Seal .....

Name of Consultant .....

Date: .....

**Affidavit of Non-Association and Eligibility Declaration under Section 247 of the Companies Act,  
2017  
(Affidavit on stamp paper of PKR.150 and duly notarized)**

[Name of Firm] at [Address], do hereby solemnly affirm and declare as follows:

1. That I/we acknowledge that any misrepresentation or false statement in this affidavit shall entitle TransPeshawar to disqualify me/us from participating in any engagement, contract, or arrangement with the Client, and may result in further legal consequences as deemed appropriate by the relevant authorities.
2. That I/we was/were not at any time during the preceding three years a director, other officer, or employee of TransPeshawar.
3. That I/we am/are not currently, nor have ever been, a partner of, or in the employment of, a director, officer, or employee of TransPeshawar.
4. That I/we am/are not the spouse of any director of TransPeshawar.
5. That I/we am/are not indebted to TransPeshawar other than in the ordinary course of business.
6. That I/we have not provided any guarantee or security in connection with the indebtedness of any third person to TransPeshawar, except in the ordinary course of business.
7. That I/we do not, whether directly or indirectly, have a business relationship with TransPeshawar outside the ordinary course of business.
8. That I/we have never been convicted by a court of an offence involving fraud, and that a period of ten years has elapsed since any such conviction, if applicable.
9. That I/we am/are not a body corporate.
10. That I/we am/are eligible to act as an auditor under the code of ethics as adopted by the Institute of Chartered Accountants of Pakistan and the Institute of Cost and Management Accountants of Pakistan, and neither I/we, nor my/our spouse or minor children, nor in the case of a firm, all partners of such firm, hold any shares in an audit client or any of its associated companies.
11. That I/we am/are or my spouse or minor children or in case of a firm, all partners of such firm do not hold any shares of the audit client or any of its associated companies.
12. I/we make this solemn declaration conscientiously believing it to be true and knowing that it carries legal consequences in the event of falsification.

**Declared Date:** .....

**Consultant Name:**

**Consultant Signature/Stamp:**

### Letter of Financial Proposal

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

Date: .....

Request for Proposal Document No.: .....

**To:**

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

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

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

- (a) Our Proposal shall be valid for a period of one hundred eighty (180) days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (b) If our Proposal is accepted, we commit to submit a performance security in accordance with the Request for Proposal Documents.
- (c) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (d) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

- (e) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the proposal submission.

Name of Authorized Representative .....

Designation .....

Sign of Authorized Representative .....

Name of Consultant .....

Name, sign and signatures of all partners along with seal of firm/consultant .....

Date .....

## **Terms of Reference (ToR)**

### **1. Background**

TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system currently being implemented in Peshawar. Set up under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority for the benefits of public at large, organize training programs for the selected bus operators and drivers.

### **2. Objective(s) of the Assignment**

The engagement of external auditors is a statutory requirement of the Companies Act 2017, requiring inter alia under its relevant sections that every company shall at each annual general meeting appoint an auditor or auditors to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting.

### **3. Scope of Work/Deliverables:**

1. Audit of the annual financial statements of the Company as per companies act 2017;
2. Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013;
3. Prepare and submit to the Company and designated form a management letter;
4. Review of annual report;
5. Attend meetings of Committee's, Board of Directors and Annual General Meeting;
6. The Auditor shall depute a full-time team to engagement for its timely completion.

### **4. Annual Payment Schedule:**

Serial no.	Milestone	Payment
01	Report on Financial Statements of respective Fiscal Year, of the Company as per the requirements of Companies Act, 2017 and applicable Auditing standards as adopted / approved by ICAP and SECP.	50%
02	Compliance statement with the Public-Sector Companies Corporate Governance Rules, 2013	15%
03	Review of annual report and upon Completion and submission of all documentation	15%
04	Acceptance of Audited Accounts in the AGM	20%

### **5. Term/Duration of Contract:**

The duration/term of the contract will be five (5) years.



## General Conditions of Contract

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

	<p>Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p><b>1.4.2</b> A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in SC of contract and, where the location of a Particular task is not so specified, at such locations, whether in the PE's country or elsewhere, as the PE may approve.
<b>1.6 Authority of Member in Charge</b>	In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms as specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract including, without limitation, the receiving of instructions and Payments from the PE.
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.
<b>1.8 Taxes &amp; Duties</b>	The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price (contract price shall be inclusive of all applicable taxes).
<b>1.9 Fraud &amp; Corruption</b>	<p>If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies provided for under the contract or Applicable Law, including but not limited to</p> <ul style="list-style-type: none"> <li>(a) Blacklisting/disqualification of the Consultant.</li> <li>(b) Removal of personnel in accordance with Sub-Clause 4.2 if any Personnel of the Consultant engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract;</li> <li>(c) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;</li> <li>(d) Recover from the Consultant any loss or damage to the PE as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants; and</li> <li>(e) Forfeit performance security</li> </ul>
<b>2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT</b>	
<b>2.1 Effectiveness of Contract</b>	The Contract shall come into effect on the date the Contract is signed by both the Parties. The date the Contract comes into effect is defined as the Effective Date.
<b>2.2 Commencement</b>	The Consultant shall begin carrying out the Services from the Notice to Proceed

<b>of Services</b>	issued by the PE each year.
<b>2.3 Expiration and Extension of Contract</b>	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The Contract will be subject to extension as stated in SC, with mutual consent and on agreed terms between the parties, before expiration of the Contract.
<b>2.4 Modifications or Variations</b>	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>2.5 Force Majeure</b>	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
<b>2.5.1 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<b>2.5.2 Extension of Time</b>	The Consultant shall complete the Service within the timeline specified in Notice to Proceed as issued under GCC Clause 2.2 above unless otherwise extended by the Procuring Entity. Any period within which a party shall, pursuant to this Contract, complete any action or task, may be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.
<b>2.6 Material Breach and Termination</b>	<p>2.6.1. If the Consultant commits a material breach of the Contract and fails to remedy such breach within given time of issuance of notice indicating such breach, the PE shall be entitled to, without prejudice to any other remedy under Applicable Law or the Contract, seek specific performance of the Contract or terminate the Contract on notice to the Consultant. In case of such termination, the PE shall be entitled to forfeit Performance Security fully or remaining as the case, apart from other remedies provided for under the Relevant Law and/or the Contract. However, in case of Force Majeure, if the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, the Contract may be terminated without imposition of liquidated damages or forfeiture of Performance Security.</p> <p>For the purposes of the Contract, a material breach shall be if the Consultant:</p> <ul style="list-style-type: none"> <li>a) delegates or sub-contracts the Contract or part thereof in contravention to the Contract;</li> <li>b) abandons any of its obligations prematurely under the Contract;</li> <li>c) consistently fails to observe any provision of the Contract (despite being given three (03) notices on the same issue/instance in relation thereto); or</li> <li>d) Fails to replace or renew or replenish the Performance Security in accordance with the provisions of the Contract.</li> <li>e) is bankrupt, or insolvent, placed under business rescue or is sequestered (whether provisionally or finally and whether voluntary or compulsorily); or</li> <li>f) fails to comply with any instruction given to the Consultant by the PE results in issuance of three notices in respect of particular breach of a</li> </ul>

	<p>Contract.</p> <p>g) the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices or violated integrity pact in competing for or in executing the Contract.</p> <p>h) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>2.6.2. The PE may terminate the contract at its convenience by giving thirty (30) days' notice to the Consultant.</p>
<b>3. OBLIGATIONS OF CONSULTANT</b>	
<b>3.1 General Standard of Performance</b>	The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.
<b>3.2 Conflict of Interests</b>	The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.</b>	The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.
<b>3.2.2 Consultant and Affiliates not to be Otherwise Interested in operation</b>	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.
<b>3.2.3 Prohibition of Conflicting Activities</b>	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would be in conflict with the Services under the Contract.
<b>3.3 Confidentiality</b>	<p>3.3.1 The Consultant shall maintain strict confidentiality of all information, documents, data, or materials disclosed by PE, whether in written, oral, electronic, or any other form ("Confidential Information"). The Consultant shall not disclose, reproduce, or use any Confidential Information for any purpose other than the performance of the Services outlined in the Contract without the prior written consent of PE.</p> <p>3.3.2 Upon termination or completion of the Contract, the Consultant shall return or securely destroy all Confidential Information in its possession or control as may be directed by the PE.</p>

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

	<p>any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement of Personnel.</p> <p>b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<b>5. OBLIGATIONS OF PE</b>	
<b>5.1 Assistance and Exemptions</b>	The PE shall use its best efforts to ensure that the PE provides the Consultant such assistance as may be necessary for discharge of the Services.
<b>5.2 Services, Record and Facilities</b>	The PE shall make available free of charge to the Consultant the services, record and facilities as provided under SC.
<b>6. PAYMENTS TO CONSULTANT</b>	
<b>6.1 Performance Security</b>	<p>6.1.1. The Consultant shall ensure that it maintains with the PE an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations under the Contract, in the requisite forms until the Consultant has fulfilled all of its obligations under the Contract. The Consultant shall deliver to the PE, within 07 days of issuance of Letter of Award/Acceptance, the duly executed Performance Security in shape, currency, and amount as mentioned under <b>SC</b>.</p> <p>6.1.2. In case of Bank Guarantee, it shall have a term of [one (1) year] and shall be renewed or replaced, till completion of the Contract. Such renewed or replacement of Bank Guarantee shall be delivered to the PE no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. The PE shall return the previously provided Bank Guarantee to the Consultant within ten (10) days of the receipt of the replacement Bank Guarantee.</p> <p>6.1.3. In case of bank guarantee, the Performance Security shall be issued by a scheduled bank of Pakistan.</p> <p>6.1.4. If the Consultant fails to provide the PE with a replacement Bank Guarantee as required under the Contract, the PE may (without prejudice to its other remedies) immediately liquidate the submitted Bank Guarantee.</p> <p>6.1.5. If the Performance Security is partially liquidated, the Consultant is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Consultant fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of the Contract and the PE shall be entitled to liquidate the remainder of the Performance Security and terminate the Contract pursuant to GC Clause 2.6.1 of the Contract</p> <p>6.1.6. Subject to the fulfilment by the Consultant of all of its obligations under this Agreement, the Performance Security will be released by the PE within thirty (30) days after completion of contract, in accordance with terms and conditions of the Contract, subject to receipt of request by the Consultant for such release.</p> <p>6.1.7. All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Consultant.</p> <p>6.1.8. The PE shall liquidate the Performance Security fully in case of material breach.</p>
<b>6.2 Lump-sum Payment</b>	The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum price covering all costs, profits and out-of-pocket

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

## Special Conditions of the Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	(b) TransPeshawar (The Urban Mobility Company) (c) Name of Consultant
1.3	The language is English.
1.4	The addresses are: Procuring Entity: Consultant:
1.5	TransPeshawar (The Urban Mobility Company), 2 <sup>nd</sup> Floor KPUMA building, near main BRT depot, Chamkani Peshawar
1.6	The joint venture/consortium/association of firms/companies.
1.7	The Authorized Representatives are: For the PE: For the Consultant:
2.1	The contract will commence from Effective Date.
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.
5.2	The Consultant shall be provided with full cooperation by the PE including dedicated staff from finance department of the PE for provision/availability of relevant record.
6.1	The performance security shall be payable in PKR to the amount of 10% of the Contract Price in shape of Bank Guarantee on <b>Form of Bank Guarantee attached as Appendix-</b> or CDR/DD in the name of CEO TransPeshawar.
6.3	The amount in Pak Rupees
6.5	The accounts are:
8.2	<p>Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.</p> <p>Notwithstanding the foregoing, PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes.</p> <p>The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.</p>



# Section 8 - Contract Forms

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

## Table of Forms

**Form of Contract.....8-1**

**Notification of Award..... 8-Error! Bookmark not defined.**

**Performance Security .....8-3**

### **Form of Contract**

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

2. **Term**

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

3. **Payment**
  - A. Ceiling

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

- B. Payment Conditions

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

4. **Price Adjustment**

Fee for the Services of the year 2024-25 shall be fixed as per quoted price. Fee pursuant to the rates set forth in Appendix-II shall be adjusted for upcoming Financial Years for provision of the Services as per following formula:

$$RI = Rlo \times CPI \ y / CPI \ x$$

**RI** stand for the Fee of the specific Financial Year for which Fee is be fixed.

**Rlo** stand for the Fee of Financial Year preceding to the specific Financial Year. For first adjustment, the Rlo shall be average of the Total Price both financial years as quoted by the Consultant in in Appendix-II (Form of Bid).

**CPI y** is the General Consumer Price Index for the month of June of the specific financial year as published by Pakistan Bureau of Statistics. First adjustment will be provided for financial year 2025-26 and CPI y for the specific Financial Year will be General CPI rate as published on June 30, 2026.

**CPI x** is General CPI for the month of June of the previous Financial Year as published by Pakistan Bureau of Statistics. The CPI x for the Financial Year 2025-26 will be General CPI as published on June 30, 2025. For clarity, Fee for financial year 2025-26 will be calculated as below and so on

future financial years:

**R2025-26 = Fee of 2024-2025 X CPI 2025-26 / CPI 2024-25**

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.
- 6. Ownership of Material** All data, documents, reports, and intellectual property created, prepared, or obtained by the Consultant during the course of this assignment shall be the sole property of PE. The firm or any of its employees, agents or assigns, shall not retain any copies of such materials without explicit written permission from PE. Upon completion or termination of the assignment, the Consultant shall promptly return all original documents and materials to PE and delete any copies thereof in its possession.
- 7. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services
- 8. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PE's prior written consent.
- 9. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan and/or the Province of Khyber Pakhtunkhwa and the language of the Contract shall be English.
- 10. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.

## Notification of Award

*[on letterhead paper of the Procuring Entity]*

*[date]*

To: *[Name and address of Service Provider]*

Subject: *[Notification of Award Contract No.]*

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: Contract Agreement

# Performance Security

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

(To be printed on Judicial Stamp Paper of Prescribed Fee and duly notarized)

This Performance Guarantee No. <Insert No.> is made on <Insert date> 2025 (the "Guarantee")  
Ref: Request for Proposal for (insert title of the procurement) advertised on <Insert date> and  
Notification/Letter of Award <Insert date>

Beneficiary: TRANSPESHAWAR (THE URBAN MOBILITY COMPANY), a company incorporated with  
Security Exchange Commission of Pakistan in February 09, 2017, with company registration  
No.0105691 and whose registered address is at TransPeshawar Building, Second Floor, Near  
Chamkani BRT Depot Peshawar, KPK, Pakistan.

## 1. GUARANTEE

- 1.1 We <Insert name of Bank> Bank (the "Guarantor") have been informed that <Insert name of Winning Bidder> has been declared Winning bidder in reference tender.
- 1.2 The Winner bidder, <Insert name of the company> hereinafter called (the "Service Provider") has to provide services for (insert title of the procurement). The <Insert name of the company> is obligated to sign agreement for (insert title of the procurement) (the "Agreement") with TPC relating to the (insert title of the procurement) as part of the Agreement.
- 1.3 The Guarantor hereby irrevocably and unconditionally undertakes to pay to TPC on its first demand for payment, without regard to any objections or defenses to TPC's demand from the Service Provider or any other person, an amount or amounts not exceeding in total. PKR xxxx (xxxxx Pakistani Rupees).

## 2. TIME FOR PAYMENT

- 2.1 Any amount demanded by TPC shall be paid by Guarantor to TPC within three (03) calendar days of receipt of the TPC'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 (the "Contact Details").

5.2 Any notice given under this Guarantee shall be deemed to be duly given:

- i. in the case of email:
  - a) at the time of receipt by the sender of an email acknowledgement from the intended addressee's information system showing that the email has been delivered to the email address of that addressee; or
  - b) if no email acknowledgement is received, then at the time the email enters an information system which is under the control of the intended addressee (and the addressee shall make available at the request of the sender, evidence of such time); and
- ii. in the case of delivery by hand or registered courier, at the time of and on the date of delivery.

5.3 Any notice or demand given or made by TPC or the Guarantor relating to this Guarantee shall be in English.

EXECUTED for and on behalf of  
[GUARANTOR]

.....  
(signed) .....  
Name

**Witnesses:**

## **SCHEDULE TO THE PERFORMANCE GUARANTEE**

### Contact Details

For TPC:

TransPeshawar Company (The Urban Mobility Company)  
TransPeshawar Building, First Floor Near Chamkani Depot, Peshawar  
KPK, Pakistan

Tel: 0092-91-xxxxxxxxxx

Email: info@transpeshawar.pk

For the Attention of Chief Executive Officer, TransPeshawar (The Urban Mobility Company)

For the Guarantor:

<Insert Guarantor's Name>

<Address line1>

<Address line2>

<Address line3>

Tel: <Insert Guarantor's telephone number>

Email: <Insert Guarantor's email address>

For the Attention of <\_\_\_\_\_>