

Request for Proposal Document

Corrigendum

for

Tax Exemption Advisory Services for TransPeshawar

Issued on.: September 06, 2025

Request for Proposal No.: TPC/FD/OCB/CS/TEAS/2025-26/001

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 Tax Exemption Advisory Services for TransPeshawar.

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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.

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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 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 a 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.
- 4.1 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.

4. Eligible Materials, Equipment and Services

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

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 through EPADS on or 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**. 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.

- 7. Amendment of Request for Proposal Document**
- 6.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of the Consultant.
 - 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 separate files submitted simultaneously through EPADS portal, one called the Technical Proposal containing the documents listed in **TABLE-1, "CONTENTS OF TECHNICAL PROPOSAL"** and **TABLE-2, "CONTENTS OF FINANCIAL PROPOSAL"** under Section 4 (Standard Forms) of Request of Proposal document.
 - 10.2 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 the Proposal comprising the documents as described in ITC 10.

17.2 The original 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 initialled 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 initialled by the person signing the Proposal.

D. Submission and Opening of Proposals

18. Sealing, Marking and Submission of Proposals

18.1 Consultants shall submit their Proposals electronically by uploading PDF file through the KP-EPADS portal (kp.eprocure.gov.pk) under the Single Stage – Two Envelope Bidding Procedure. Procedures for sealing, marking and submission of Proposals electronically is specified in Data Sheet.

19. Deadline for Submission of Proposals

19.1 Proposals must be submitted through EPADS portal not 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 In accordance with ITC 19, the EPADS portal shall not permit the submission of any Proposal after the deadline prescribed for submission. Any attempt to submit after the deadline shall be system-restricted, and such Proposals shall neither be received nor considered by the Client.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 A Consultant may modify, substitute, or withdraw its Proposal – Technical or Financial – at any time prior to the deadline for submission of Proposals, by using the relevant functions available in the EPADS portal, if any. The system shall record the latest version of the Proposal submitted before the deadline as the valid Proposal.

21.2 A Proposal withdrawn through the EPADS portal in accordance with ITC 21.1 shall not be accessible to the Client at the time of opening.

21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the 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 and procedure as specified in the DS in the presence of consultants' designated representatives and anyone who chooses to attend. The Financial Proposals will remain unopened until the specified time of their opening. If the Technical Proposals and the Financial Proposals are submitted together in one envelope, the Client shall reject the entire Proposal.

22.2 A Consultant may withdraw its Proposal electronically through the KP-EPADS portal at any time prior to the deadline for submission of Proposals. The system shall record the withdrawal action, and the withdrawn Proposal shall not be available for opening or evaluation. No withdrawal is permitted after the deadline for submission.

22.3 A Consultant may substitute its Proposal by resubmitting a revised Proposal

through the KP-EPADS portal before the deadline for submission. The most recent submission shall automatically supersede and substitute the earlier submission. The substituted Proposal shall be considered as the valid Proposal for the purposes of opening and evaluation.

22.4 A Consultant may modify its Proposal electronically through the KP-EPADS portal at any time prior to the deadline for submission. Any modification will be reflected in the final version available on the system at the deadline. After the deadline for submission, no modification shall be permitted.

22.5 At the opening of Proposals, the Procuring Entity shall access the EPADS portal and generate the Proposal Opening Report, if the system permits so. The names of the Consultants, the presence or absence of duly uploaded documents required by the RFP, and any other details considered appropriate shall be announced and recorded.

Only Technical Proposals and alternative Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals.

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, the presence or absence of an affidavit and 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 At the time of financial opening, following shall be read out and recorded:

- a. the name of the Consultant;
- b. the Proposals Prices; and
- c. any other details as the Client may consider appropriate.

Only Financial Proposals read out and recorded during the opening of Financial Proposals shall be considered for evaluation. 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 it is in compliance with requirement of the Request for Proposal terms and conditions and that all documents requested in ITC 10.1 have been provided, and to determine the completeness of each document submitted.
- 26.2 The Client shall confirm that the all the documents and information have been provided in the Technical Proposal as per requirement of the RFP and in accordance with ITC clause 10. If any of the document or information is missing, the offer shall be rejected.

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 of eligible and technically qualified Consultants, 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.

30. Opening and Evaluation of Financial Proposals

30.1 Financial Proposals of only eligible and technically qualified Consultant, in accordance with criteria stipulated in Request for Proposal document, shall be opened. 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.

31. Combined Evaluation

31.1 The Client shall conduct combined assessment of each proposal in accordance with the criteria provided under Section 3 (Eligibility and Evaluation Criteria).

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

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

33. Award Criteria

33.1 The Client shall award the Contract to the Consultant in accordance with Stipulated criteria provided under Section 3 (Eligibility and Evaluation Criteria).

34. Notification of Award

34.1 Prior to the expiration of the period of proposal validity, the Client shall transmit the Notification of Award to the successful Consultant, in writing, that its Proposal has been accepted

35. Signing of Contract

35.1 Promptly after notification, the Client shall send the successful Consultant the Contract Agreement.

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

35.3 The original proposals submitted by the Consultants shall be retained by the Client.

36. Performance Security

36.1 Within 28 days, or as indicated in **DS**, 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.

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.

Section 2 - Data Sheet

A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: TPC/FD/OCB/CS/TEAS/2025-26/001
ITSP 1.1	The Client is: TransPeshawar (The Urban Mobility Company)
ITSP 1.1	The name of the bidding process is: Tax Exemption Advisory Services for TransPeshawar The identification number of the Request for Proposal Document is: TPC/FD/OCB/CS/TEAS/2025-26/001
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/has: i. Registration with Registrar of Firms. The registration of the firm shall not be later than 2015; ii. Registered with ICAP; iii. Satisfactory QCR Rating of ICAP (Current); iv. Valid License of Practice; v. Registration with FBR and reflected on Active Tax Payer List; vi. Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA) with active status of tax payer; vii. Specific experience of tax advisory services of at least one assignment and has obtained at least three (03) exemption certificates in last 2 years (July 2023-June 2025); viii. Not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices by any public entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.

B. Contents of Request for Proposal Document

ITSP 6.1	Requests for clarification should be received by the Client on or before September 10, 2025, 05:00 PM (PST). Request for clarification shall be received and responded through EPADS.
ITSP 6.4	A Pre-Bid meeting will take place. Date: September 11, 2025 Time: 11:30 AM (PST) Place: Conference Room TransPeshawar Head Office, First(1st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa

ITSP 6.5	Minutes of pre-bid meeting will be hoisted on website of the Client and sent to all Consultants who attended pre-bid meeting apart from publishing on EPADS.
ITSP 7.2	The addendum will be hoisted on website of the Client or KPPRA or both apart from EPADS and may be published in newspapers if the Client deems necessary and if the amendments are of substantial nature.

C. Preparation of Proposals

ITSP 9.1	The language of the Proposal is: English
ITSP 12.1	Alternative Proposals are not permitted.
ITSP 15.1	The Proposal validity period shall be ninety (90) days.
ITSP 16.1	The Consultant shall upload an unhidden copy of Bid Security on EPADS Portal along with Technical Proposal to the amount of PKR.40,000 in the shape of Call Deposit Receipt (CDR) in favour of “Chief Executive Officer TransPeshawar” valid thirty (30) beyond the validity of the proposal. The Bid Security in original form (in hard form) shall be submitted in separate envelop to the procuring entity on the address given below, on or before the deadline for submission of proposal. The bid security shall be submitted from the account of the bidder who submits the proposal. Client Address: 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 The sealed envelope shall clearly mark with: • Bidder's name and address; • Title of the assignment; and • The words “<i>Original Bid Security</i>” for [Name of Assignment]”.
ITSP 16.2	Non-submission of compliant bid security (in hard and soft form) shall be sufficient ground for rejection of proposal.
ITSP 16.6	Not applicable
ITSP 17.1	In addition to the original Proposal, the number of copies is: N/A
ITSP 17.2	The written confirmation of authorization to sign on behalf of the Consultant shall consist of: An authorization shall be provided on the format as given under Section 4 (Standard Forms) specifying the representative's authority to sign the Proposal, and contract agreement, if awarded, on behalf of the consultant and to legally bind, the Consultant.
ITSP 17.2	The Consultant shall submit an acceptable authorization within three (03) working days.

D. Submission and Opening of Proposals

ITSP 18.1	18.1.1. Once signed and stamped, each Proposal (Technical and Financial) shall be scanned and compiled into separate PDF files .
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	18.1.2. The files shall be clearly named as: • <i>“Technical Proposal – Tax Exemption Advisory Services for TransPeshawar – [Name of Consultant]”</i> • <i>“Financial Proposal – Tax Exemption Advisory Services for TransPeshawar – [Name of Consultant]”</i> 18.1.3. If more than one version of a file is uploaded, the version most recently uploaded before the deadline will be considered the Final/Original Proposal. 18.1.4. Physical sealing of proposals (except the documents required in hard) is not required. However, bidders must ensure that Technical and Financial Proposals are uploaded in separate clearly named PDF files as stipulated above. The proposals not submitted accordingly shall be rejected summarily. 18.1.5 Apart from the electronic submission the following documents shall be submitted physically (in hard form), on the address as indicated, on or before the deadline for submission of proposals. - Original bid security - Original affidavits Client Address Documents to be Submitted Physically: 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 18.1.5. Any documents required physically in original form shall be sealed in an envelope, clearly marked with: • Bidder's name and address; • Title of the assignment; and • The words <i>“Original Bid Security and Affidavits for [Name of Assignment]”</i>.
ITSP 19.1	The deadline for Proposal submission is: Date: September 23, 2025 Time: 11:30 AM (PST)
ITSP 22.1	The Technical Proposal opening shall take place at: Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan Date: September 23, 2025 Time: 12:00 PM (PST)

Section 3 – Eligibility and Evaluation Criteria

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1. Evaluation of Technical Proposal

- 1.1. The proposal is comprised of technical and financial proposal. The system of selection of consultants is Least Cost System (LCS) of Selection with technical Qualifying Score of 70 Marks.
- 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. Technical qualifying score is 70 marks. Financial proposal of technically qualifying firms will be opened. The qualifying consultants with lowest cost will be declared as successful consultant.

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. The registration of the firm shall not be later than 2015.	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
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2.2 Registration with ICAP

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

Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA) and reflected as active tax payer.	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
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2.5 — 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
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2.6 Valid License of Practice

Valid License of Practice	must meet requirement	not applicable	not applicable	not applicable	Schedule 1 along with attachments
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2.7 Contractual Experience

Has specific experience of tax advisory services of at least one assignment and has obtained at least 3 exemption certificates in last 2 years (July 2023 to June 2025).	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments.
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2.8 Non-blacklisting

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

S#	Selection Criteria	Sub-Criteria	Max. Marks
1	Firm's Experience in Tax Matters	Tax advisory assignments awarded in last 5 year (2.5 Marks for every 5 assignments) (Letter of Award or Acceptance or Letter of Engagement or contract agreement or any other credible record to substantiate Experience).	25
		Number of Tax exemption certificates obtained in last 5 years (1 mark for each exemption certificate obtained) (provide relevant engagement letter/proof or completion certificate along with exemption certificate obtained.)	40
	Sub-Total		65
2	Qualification and Experience of Partners	Number of partners with minimum 10 years of experience of each partner (1 marks for each partner) (Evidence of partnership shall be provided)	05
	Sub-Total		05
3	Firm's Institutional Capacity	Total staff (1 mark for every staff member including article registered students) (in case of multiple offices, staff of all offices will be considered) (List of staff shall be provided)	16
4	Firm Existence	Existence in years (1 mark for each year of experience/existence) (Registration certificate shall be provided.	14
	Sub-Total		30
	TOTAL		100

*Year means Financial Year.

4. Financial Evaluation

The qualifying firm with a technical score of 70 marks or above will be considered for opening of financial proposal. The qualifying firm with lowest price will be declared as successful and will be considered for award.

Section 4 - Standard Forms

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TABLE-1. CONTENTS OF TECHNICAL PROPOSAL

Order	Document Number and Information Required	Check (Y/N)	Page No.
A	Proposal Submission		
1.	Letter of Technical Proposal		
2.	Copy of bid security requisite form, amount and currency as specified in ITC 16		
3.	Authorization/Power of Attorney on E-Stamp Paper of PKR.150 and dully notarized (affidavit) 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)		
4.	Non-blacklisting certificate on E-Stamp Paper of PKR.150 and dully notarized (affidavit) to the effect that the consultant is not under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices by any public entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.		
5.	Affidavit of Integrity Pact on E-Stamp Paper of PKR.150 and dully notarized		
B	Eligibility		
1.	Schedule-1. Consultant's Information Sheet with relevant attachments		
2.	Schedule-2. Contractual Experience with relevant attachments.		
C	Technical Evaluation Criteria		
1.	Tax advisory assignments awarded in last 5 year (Letter of Award or Acceptance or Letter of Engagement or contract agreement or any other credible record to substantiate Experience)		
2.	Number of Tax exemption certificates obtained in last 5 years (provide relevant engagement letter/proof or completion certificate and with exemption certificate obtained.)		
3.	Number of partners with minimum 10 years of experience of each partner (Evidence of partnership shall be provided)		
4.	Total staff (including article registered students) (List of staff shall be provided)		

TABLE-2. CONTENTS OF FINANCIAL PROPOSAL

Order	Document Number and Information Required	Check (Y/N)	Page No.
1.	Letter of Financial Proposal		

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:

"Tax Exemption Advisory Services for TransPeshawar"
- (c) Our Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of ninety (90) days from the date fixed for the Proposal submission deadline in accordance with the Request for Proposal Document, and it shall remain binding upon 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.
- (m) We declare that all the documents, statements and information provided with the proposal are complete, true and correct in all aspects.

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name and Seal of Consultant.

Date

Schedules

Schedule-1

Consultant's Information Sheet

Consultant's Information	
Consultant's legal name	
Consultant's 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)	
Attached are copies of the following documents. ☐ Certificate of Registration with Registrar of Firms; ☐ Certificate of Registration with FBR for income tax and reflected on active taxpayers list; ☐ Certificate of Registration with KPRA for sales tax on services; ☐ Certificate of Registration with ICAP; ☒ Satisfactory QCR Rating of ICAP (Current); ☐ Valid License of Practice.	

Schedule-2**Contractual Experience**

Each Consultant must fill out this form.

Contract No.....of			Contract Name		
Award Date			On Going/Completion Date:		
Total Contract Amount		PKR.			
If partner in a Joint Venture or subcontractor, specify participation of total contract amount		Percent of Total		Amount	
Employer's name Address Telephone number Fax number E-mail					
Description of Relevant Assignment					
☐ Letter of Award or Acceptance or Letter of Engagement or contract agreement or any other credible record to substantiate Experience.					

Authorization/Power of Attorney
(Affidavit on E-Stamp paper of PKR.150 and duly notarized)

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

WITNESSETH

WHEREAS the Grantor intends to submit a Proposal to TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Client**”), in respect of “**Tax Exemption Advisory Services for TransPeshawar**” (hereinafter, referred to as “**the Services**”), and to do the follow up related to Request for Proposal document and/or procurement opportunity, and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Consultants contained in the Request for Proposal documents, for the Services referred to warrants submission of a Power of Attorney to the said appointment.

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

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

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

exercise of any power listed above.

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

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

All terms used in this instrument, but not defined herein, shall have the meaning given to them in the Request for Proposal document.

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

WITNESSES:

[INSERT NAME OF THE GRANTOR]

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

[Signature, Name, Designation, and CNIC]

1. _____

2. _____

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

(INTEGRITY PACT)

(Affidavit on E-Stamp Paper of PKR.150 and Duly Notarized)
Name of Services: Tax Exemption Advisory Services for TransPeshawar

Declaration of Fees, Commission and Brokerage Etc., payable by the Bidder of Contracts

..... [insert name of the Bidder] (hereinafter referred to as "the Bidder") hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Procuring Entity/Government of Khyber Pakhtunkhwa (hereinafter referred to as "the GoKP") or any administrative subdivision or agency thereof or any other entity owned or controlled by the GoKP through any corrupt practice.

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

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

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

Notwithstanding any rights and remedies exercised by the Procuring Entity/the GoKP in this regard, the Bidder agrees to indemnify the Procuring Entity/the GoKP for any loss or damage incurred by it on account of its corrupt practices and further pay compensation to the Procuring Entity/the GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Bidder as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Entity/the GoKP or any administrative subdivision or agency thereof or any other entity owned or controlled by the GoKP.

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name and Seal of Consultant

Date

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 (1st) Floor KPUMA Building Main BRT Depot,
Opposite NHA Complex Chamkani, Peshawar.

We offer to execute the procurement titled **“Tax Exemption Advisory Services for TransPeshawar”** in accordance with the terms and conditions of Request for Proposal Document for total price of (-----) inclusive of all taxes and out of pocket expenses. The breakup of prices is given below.

S/No.	Description	Price in PKR inclusive of all applicable taxes
1	Total price including remunerations and out-of-pocket expenses for performance of the Services under the Contract/Terms of Reference.	

*The consultants will be required to provide breakup of total proposal price as an attachment.

- (a) Our Proposal shall be valid for a period of ninety (90) 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. 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

Date

Terms of Reference (ToR)

1. Object of the Assignment

The objective is to engage a qualified chartered accountant firm to assess TransPeshawar tax status, revise income tax returns from FY 2018 to FY 2025, and secure two consecutive tax exemption certificates from FBR. The firm will ensure compliance with tax laws, provide expert advisory, and support the exemption process within defined timelines.

2. Deliverables

- i. The consultant will review the tax exemption status and give the respective opinion for the tax exemption status of the TransPeshawar and provide a report on claiming refund in the return.
- ii. Calculations, revision if required, and filling of annual tax returns of TransPeshawar as per the rules. w.e.f. 2018 to June 2025. The consultant will review all returns submitted by TransPeshawar. Suppose revisions are required based on the audited accounts. In that case, the consultant will suggest relevant management changes, provide a basis for these changes, obtain FBR approval for the revisions, and then submit the revised returns accordingly.
- iii. ~~To obtain and submit the tax exemption status of the TransPeshawar within a period of next 4 months from date of signing of contract and the firm bound to obtained two consecutive exemption certificates.~~ "To obtain approval from the Commissioner under Section 2(36) of the Income Tax Ordinance for TransPeshawar within four (04) months from the date of signing of the contract, with the firm being required to obtain two consecutive exemption certificates. In addition, the firm shall obtain and submit the tax exemption status under Section 159 of the Income Tax Ordinance for BRT incomes, which primarily include advertisement income, rental income, interest income, income tax on token taxes, and any other certificates that may be required."

3. Report/Outcome

- i. A detailed report on the tax exemption status and establishment of any refund;
- ii. Revised income tax returns from period 2018 to 2025;
- iii. Tax exemption certificates.

4. Timelines/Duration and Payment Schedule

S#	Deliverables	Timeline	Payment Schedule
a	A detailed report on the tax exemption status and establishment of any refund	10 days after signing of contract	10% of the contract amount after acceptance of the deliverable by TransPeshawar
b	Revised income tax returns from period 2018 to 2025;	One month from date of completing deliverable (a)	20% of contract amount after acceptance of the deliverable by TransPeshawar
c	Tax exemption certificates	1. 4 months from date of signing of contract for 1 st exemption certificate 2. 2 nd exemption certificate shall be provided within fifteen days of expiry of 1 st exemption certificate.	1. 50% of the contract amount after acceptance of the deliverable by TransPeshawar 2. 20% of the contract amount after acceptance of the deliverable by TransPeshawar

5. Term/Duration of Contract:

The duration/term of the contract will be one (01) year.

Tax Exemption Advisory Services for TransPeshawar

General Conditions of Contract

1. GENERAL PROVISIONS	
<i>Definitions</i>	Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings: (a) "Applicable Law" means the applicable laws of Islamic Republic of Pakistan and the province of Khyber Pakhtunkhwa. (b) "Procuring Entity PE" means the implementing entity which signs the contract as mentioned under SC. (c) "Consultant" means an entity providing professional services as provided in SC. (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of Form of Contract, that is Terms of Reference, General Conditions (GC), the Special Conditions (SC), and the Appendices. (e) "Contract Price" means the Fee to be Paid for the Performance of the Services, in accordance with Clause 6; (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. (g) "Foreign Currency" means any currency other than the currency of the PE's country. (h) "GC" means these General Conditions of Contract. (i) "Government" means the Government of Islamic Republic of Pakistan or Govt. of Khyber Pakhtunkhwa as the case may. (j) "KPPR, 2014" means Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014; (k) "Local Currency" means Pak Rupees. (l) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities. (m) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them. (n) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof. (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented. (p) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References. (q) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services. (r) "In writing" means communicated in written form with proof of receipt. (s) "Fee" is the amount inclusive of remuneration and out of pocket expenses including all applicable taxes. (t) "Term" is the duration in which consultant shall perform the Services.
1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law

1.3 Language	This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC. 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.5 Location	The Services shall be performed at such locations as are specified in SC of contract and, where the location of a Particular task is not so specified, at such locations, whether in the PE's country or elsewhere, as the PE may approve.
1.6 Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms as specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract including, without limitation, the receiving of instructions and Payments from the PE.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes & Duties	The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price (contract price shall be inclusive of all applicable taxes).
1.9 Fraud & Corruption	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 (a) Blacklisting/disqualification of the Consultant. (b) Removal of personnel in accordance with Sub-Clause 4.2 if any Personnel of the Consultant engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract; (c) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants; (d) Recover from the Consultant any loss or damage to the PE as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants; and (e) Forfeit performance security

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
2.1 Effectiveness of Contract	The Contract shall come into effect on the date the Contract is signed by both the Parties.
2.2 Commencement of Services and Term of the Contract	The Consultant shall begin carrying out the Services from the Notice to Proceed issued by the PE for the Term of the Contract as specified in SC.
2.3 Expiration and Extension of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The Contract will be subject to extension as stated in SC, with mutual consent and on agreed terms between the parties, before expiration of the Contract.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
2.5.1 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.2 Extension of Time	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.
2.6 Material Breach and Termination	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 and in either event recover such damages losses as it may have sustained. 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, as the case may be. 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. For the purposes of the Contract, a material breach shall be if the Consultant: - delegates or sub-contracts the Contract or part thereof in contravention to the Contract; - abandons any of its obligations prematurely under the Contract; - consistently fails to observe any provision of the Contract (despite being given three (03) notices on the same issue/instance in relation thereto); or - Fails to replace or renew or replenish the Performance Security in accordance with the provisions of the Contract. - is bankrupt, or insolvent, placed under business rescue or is sequestrated (whether provisionally or finally and whether voluntary or compulsorily); or - 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 Contract. 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. h) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. i. The PE may terminate the contract at its convenience by giving thirty (30) days' notice to the Consultant.
3. OBLIGATIONS OF CONSULTANT	
3.1 General Standard of Performance	The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.
3.2 Conflict of Interests	The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.	The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in operation	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would be in conflict with the Services under the Contract.
3.3 Confidentiality	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. 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. 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
3.4 Insurance to be Taken Out by the Consultant	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. 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. 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
3.5 Consultant's Actions Requiring PE's Prior Approval	The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the Performance of any Part of the Services,

	b) any other action that may be specified in the SC.
3.6 Reporting Obligations	a) The Consultant shall submit to the PE the reports and documents specified in Term of Reference, in the form, in the numbers and within the time Period set forth in the said Appendix. b) Final reports shall be delivered in soft in addition to the hard copies specified in said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the PE	a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof. b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
3.8 Accounting, Inspection and Auditing	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. 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.
4. CONSULTANT'S PERSONNEL	
4.1 Description of Personnel	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
4.2 Removal and/or Replacement of Personnel	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 any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement of Personnel. b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
5. OBLIGATIONS OF PE	
5.1 Assistance and Exemptions	The PE shall use its best efforts to ensure that the PE provides the Consultant such assistance as may be necessary for discharge of the Services.
5.2 Services, Record and Facilities	The PE shall make available free of charge to the Consultant the services, record and facilities as provided under SC.
6. PAYMENTS TO CONSULTANT	
6.1 Performance Security	6.1.1. The Consultant shall ensure that it maintains with the PE an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations under the Contract, in the requisite forms until the Consultant has fulfilled all of its obligations under the Contract. The Consultant shall deliver to the PE, within 07 days of issuance of Letter of Award/Acceptance, the duly executed Performance Security in shape, currency, and amount as mentioned under SC. 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. 6.1.3. In case of bank guarantee, the Performance Security shall be issued by a scheduled bank of Pakistan. 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. 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 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. 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. 6.1.8. The PE shall liquidate the Performance Security fully in case of material breach.
6.2 Lump-sum Payment	The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum price covering all costs, profits and out-of-pocket expenses required to carry out the Services described in Appendix-I. The contract price shall, however, be subject to adjustment as per formula provided under Form of Contract.
6.3 Contract Price	The price Payable in Pak Rupees is set forth in the SC.
6.4 Payment for Additional services	For the purpose of determining the fee for additional services as may be agreed under Clause 2.4, such payment shall be on pro-rata basis.
6.5 Terms and Conditions of Payment	Payments will be made to the account of the Consultant as specified in SC and according to the Payment schedule stated in the Term of Reference.
7. GOOD FAITH	
7.1 Good Faith	The parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
8. SETTLEMENTS OF DISPUTES	
8.1 Amicable Settlement	The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Contract. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
8.2 Dispute Resolution	Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement, may be submitted by either party for settlement in accordance with the provisions specified in the SC.

Special Conditions of the Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	a) TransPeshawar (The Urban Mobility Company) b) Name of Consultant
1.3	The language is English.
1.4	The addresses are: Procuring Entity: The Urban Mobility Company), a company incorporated with SECP since 2017, whose registered office is at 1st Floor, KPUMA Building, Main BRT Depot, G.T Road, Peshawar, Khyber Pakhtunkhwa, Pakistan Consultant:
1.5	TransPeshawar (The Urban Mobility Company), 2 nd Floor KPUMA building, near main BRT depot, Chamkani Peshawar
1.7	The Authorized Representatives are: For the PE: _____ For the Consultant: _____
2.1	The contract will commence from Effective Date.
2.2	The Consultant shall perform the Services within a period of one year hereinafter called the "Term" of Contract.
2.3	(a) Expiration of Contract: will expire on the completion of the Term of the Contract unless otherwise extended by PE. (b) Extension of Contract: 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 will be at the sole discretion of PE upon reasonable justification provided by the Consultant as per clause 2.5.2.
2.6	Notice: PE will issue 7 working days' notice for Termination of Contract due to material breach by Consultant.
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 quoted at the time of bid submission in shape of Bank Guarantee on Form of Bank Guarantee attached as Appendix- or CDR/DD in the name of CEO TransPeshawar.
6.3	The amount in Pak Rupees
6.5	The accounts are:
8.2	Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English. 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. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.

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

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Form of Contract

THIS CONTRACT (the "Contract") is entered into this *[insert starting date of assignment]*, by and between M/s Transpeshawar (The Urban Mobility Company), a company incorporated with SECP since 2017, whose registered office is at 1st Floor, KPUMA Building, Main BRT Depot, G.T Road, Peshawar, Khyber Pakhtunkhwa, Pakistan (hereinafter called "**Procuring Entity**") which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the PE of one party through its Chief Executive or authorized representative

AND

{[insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address]. which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the Consultant of 2nd party through its authorized representative}

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 for a period as stipulated under **GCC/SCC** commencing from signing of the Contract by both the parties.

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. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.
- 5. Ownership of Material** All data, documents, reports, and intellectual property created, prepared, or obtained by the Consultant during the course of this assignment shall be the sole property of PE. The firm or any of its employees, agents or assigns, shall not retain any copies of such materials without explicit written permission from PE. Upon completion or termination of the assignment, the Consultant shall promptly return all original documents and materials to PE and delete any copies thereof in its possession.
- 6. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services
- 7. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PE's prior written consent.
- 8. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan and/or the Province of Khyber Pakhtunkhwa and the language of the Contract shall be English.
- 9. Dispute Resolution** Any dispute between parties arising out of this Contract shall be resolved amicably in accordance with Clause 8.1 of GCC. Furthermore, if such amicable settlement is not reached at, then the matter shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940, 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-xxxxxxx

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 <_____>