



TransPeshawar (The Urban Mobility Company)

A company set up under section 42 of the Companies Act, 2017

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

Tel: +92 91 -2621393-4

www.transpeshawar.pk

info@transpeshawar.pk

[TransPeshawar](https://www.facebook.com/TransPeshawar)

BID SOLICITATION DOCUMENTS

FOR

Supply and Delivery of Stationary Items to the Office of TransPeshawar

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

Issued on: December 10, 2025

Ref. No.: TPC/HR & Admin/OCB/G/SI/2025-26/003

Purchaser: TransPeshawar (The Urban Mobility Company)

Preface

This Bidding Document for Procurement of Goods has been prepared by TransPeshawar (The Urban Mobility Company).

Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders	1-1
Section 2.	Bid Data Sheet	2-1
Section 3.	Evaluation and Qualification Criteria	3-1
Section 4.	Bidding Forms	4-1
Section 5.	Eligible Countries	5-1

PART II – Supply Requirements

Section 6.	Schedule of Supply	6-1
------------	--------------------------	-----

PART III – Conditions of Contract and Contract Forms

Section 7.	General and Special Conditions of Contract	7-1
Section 8.	Contract Forms	8-1

Section 1: Instructions to Bidders

Table of Contents

A.	General	1-3
1.	Scope of Bid	1-3
2.	Source of Funds	1-3
3.	Fraud and Corruption	1-3
4.	Eligible Bidders	1-4
5.	Eligible Goods and Related Services	1-4
B.	Contents of Bidding Document.....	1-5
6.	Sections of the Bidding Document	1-5
7.	Clarification of Bidding Document	1-5
8.	Amendment of Bidding Document.....	1-6
C.	Preparation of Bids	1-6
9.	Cost of Bidding	1-6
10.	Language of Bid	1-6
11.	Documents Comprising the Bid	1-7
12.	Bid Submission Sheets and Price Schedules	1-7
13.	Alternative Bids.....	1-7
14.	Bid Prices and Discounts.....	1-7
15.	Currencies of Bid	1-8
16.	Documents Establishing the Eligibility of the Bidder	1-8
17.	Documents Establishing the Eligibility of Goods and Related Services.....	1-8
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	1-8
19.	Documents Establishing the Qualifications of the Bidder.....	1-9
20.	Period of Validity of Bids.....	1-9
21.	Bid Security.....	1-10
22.	Format and Signing of Bid	1-10
D.	Submission and Opening of Bids	1-10
23.	Sealing and Marking of Bids.....	1-10
24.	Deadline for Submission of Bids.....	1-11
25.	Late Bids.....	1-11
26.	Withdrawal, Substitution, and Modification of Bids.....	1-11
27.	Bid Opening	1-12
E.	Evaluation and Comparison of Bids.....	1-13
28.	Confidentiality	1-13
29.	Clarification of Bids	1-13

30.	Deviations, Reservations, and Omissions	1-13
31.	Examination of Bids	1-13
32.	Determination of Responsiveness.....	1-14
33.	Nonmaterial Nonconformities.....	1-14
33.	Correction of Arithmetical Errors	1-15
35.	Conversion to Single Currency	1-15
36.	Domestic Preference	1-15
37.	Consideration and Comparison of Financial Offer.....	1-15
38.	Post Qualification of Bidder.....	1-16
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	1-16
40.	Publication of Evaluation Report.....	1-16
F.	Award of Contract.....	1-17
41.	Award Criteria	1-17
42.	Purchaser's Right to Vary Quantities at Time of Award.....	1-17
43.	Notification of Award	1-17
44.	Signing of Contract.....	1-17
45.	Performance Security.....	1-17

A. General

- | | |
|--------------------------------|--|
| 1. Scope of Bid | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (hereinafter called “BDS”), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> (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. Source of Funds | <p>2.1 The Purchaser has received financing (hereinafter called “funds”) from the Govt. of Khyber Pakhtunkhwa toward the cost of subject procurement. The Purchaser intends to apply the proceeds of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> |
| 3. Fraud and Corruption | <p>3.1 It is required that Bidders shall observe the highest standard of ethics during the procurement and execution of contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:</p> <ul style="list-style-type: none"> (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) “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and <p>3.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an</p> |

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

- 3.3 The Purchaser will impose remedial actions on bidder, at any time, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

4. Eligible Bidders

- 4.1 An eligible Bidder shall be as indicated in Bid Data Sheet (**BDS**). In case of a Joint Venture, if so permitted:

- a) All partners shall be jointly and severally liable; and
- b) The Joint Venture shall nominate a Representative who shall have 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.

- 4.2 A Bidder shall have nationality of Pakistan. A Bidder shall be deemed to have the nationality of Pakistan if the Bidder is resident of or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

- 4.4 A Bidder is not participating in more than one Bid in this bidding process other than alternative offers, if so permitted, in accordance with the Bidding Document.

- 4.5 A bidder shall not be eligible to participate in any procurement activities with the Purchaser while under temporary suspension or debarment by Govt. of Islamic Republic of Pakistan, Govt. Of KP and/or the Purchaser. A bid from a temporary suspended or debarred bidder will be rejected.

- 4.6 Apart from above, the Bidder shall provide its eligibility satisfactory to the Purchaser, as indicated in **BDS**.

5. Eligible Goods and Related Services

- 5.1 All Goods and Related Services to be supplied under the Contract, shall have their country of origin in eligible source countries, and all expenditures under the Contract will be limited to such Goods and Related Services.

- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance,

transportation, installation, commissioning, training, and initial maintenance.

- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General and Special Conditions of Contract (GCC & PCC)
 - Section 8 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document, Site Visit and Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing through EPADS on or before the date and time indicated in the **BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond to any request for clarification in the manner as indicated in the **BDS**. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

- 7.2 The Bidder is advised to visit and examine the Premises and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Premises shall be at the Bidder's own expense.
 - 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - 7.4 The Bidder are encouraged to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be disseminated in a manner as indicated in **BDS**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 - 7.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At least five days prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in manner as indicated in **BDS**.
 - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **BDS**, in which

case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise of the following:

- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
- (b) Bid Security in accordance with ITB 21;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
- (d) Documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- (g) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) any other document required in the **BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include 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 Bidder, shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

**12. Bid Submission
Sheet and
Schedules**

12.1 The Bid Submission Sheet, Schedules, and all documents listed under ITB 11.1, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.

13. Alternative Bids

13.1 Unless otherwise indicated in the **BDS**, alternative Bids shall not be considered.

14. Bid Prices

14.1 The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and/or not listed at all, their prices shall be assumed to be included in the prices of other items. Unit rates and prices for all items in the Schedule of Supply shall be expressed in

- positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the **BDS**.
- 14.5 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be inclusive of all applicable taxes including sales tax on good.
- 14.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.
- 14.7 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot.
- 15. Currencies of Bid** 15.1 Bid prices shall be quoted in Pak Rupees.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish eligibility of Bidders in accordance with ITB 4, the Bidders shall provide the documents in accordance with requirement stipulated under Section 3.
- 17. Documents Establishing the Eligibility of Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall provide information on the Country-of-Origin in Price Schedule Form included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall establish to the Purchaser satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria) and submit the documentary evidence accordingly.
- 19.2 If so required in the **BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the bid validity period specified in the **BDS**. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security**
- 21.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, in original form, a bid security as specified in the **BDS**. The manner of the submission, amount and currency shall be as specified in the **BDS**.
- 21.2 Unless otherwise specified in the **BDS**, any bid not accompanied by a substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive.

- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.
- 21.4 The bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.5 The bid security may be forfeited if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 34.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11.
- 22.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the **BDS**. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders shall submit their bids in accordance with procedures for submission, sealing and marking as specified in **BDS**.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser in a manner as provided in the **BDS** and no later than the date and time indicated in the **BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the

Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- | | | |
|---|------|---|
| 25. Late Bids | 25.1 | The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24, if any. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder, if submitted physically. |
| 26. Withdrawal, Substitution, and Modification of Bids | 26.1 | A Bidder may modify, substitute, or withdraw its Bid at any time prior to the deadline for submission of Bids, 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 Bid. |
| | 26.2 | A Bid withdrawn through the EPADS portal in accordance with ITB 26.1 shall not be accessible to the Procuring Entity at the time of opening. |
| | 26.3 | No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof. |
| 27. Bid Opening | 27.1 | The Purchaser shall open the Bids in public in the manner as specified in BDS at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. |
| | 27.2 | The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, if any; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be handed over to all Bidders if so requested. The Bids read out and recorded at Bids opening shall be considered for evaluation. No bids shall be rejected at the time of bid opening except late bids in accordance with ITB 25. |

E. Evaluation and Comparison of Bids

- | | | |
|----------------------------|------|--|
| 28. Confidentiality | 28.1 | Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award. |
| | 28.2 | Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid. |

- 28.3 Notwithstanding ITB 28.2, from the time of opening the Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 34.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected or decided on the base of provided information or documentation.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Bids**
- 31.1 The Purchaser shall examine the Bid to confirm that all documents and technical documentation requested in ITB 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB 12.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security;
 - (d) Manufacturer's Authorization, if applicable;
 - (e) All documents required in accordance with ITB 11 and stipulated under Evaluation and Qualification along with attachments.
- 32. Determination of Responsiveness**
- 32.1 The Purchaser's determination of a Bid's responsiveness is to be based on contents of bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Bid is one which is complete in accordance with ITB 31, meets Evaluation and Qualification Criteria

and the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

32.3 If a Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

33. Nonmaterial Non-conformities

33.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.

33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the quoted price. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34. Correction of Arithmetical Errors

34.1 During the evaluation of Bids, the Purchaser 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 Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (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.

- | | | |
|---|------|---|
| | 34.2 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited. |
| 35. Conversion to Single Currency | 35.1 | For evaluation and comparison of Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS . |
| 36. Domestic Preference | 36.1 | Unless otherwise specified in the BDS , domestic preference shall not apply. |
| 37. Consideration and Comparison of Financial Offer | 37.1 | Financial offers of substantially responsive Bidders will be compared for determination of the lowest evaluated Bid. |
| | 37.2 | The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted. |
| | 37.3 | To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> (a) the bid price as quoted in accordance with ITB 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1. |
| 38. Post Qualification of Bidder | 38.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. |
| | 38.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS , the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder. |
| | 38.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 39.1 | The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment bid securities shall be promptly returned to the Bidders. |
| 40. Publication of Evaluation Report | 40.1 | The results of bid evaluation will be published in accordance with Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. |

F. Award of Contract

- | | | |
|--|------|--|
| 41. Award Criteria | 41.1 | The Purchaser shall award the Contract to the Bidder who is substantially responsive to the requirements of Bid Solicitation Documents and/ or Evaluation and Qualification Criteria and whose financial offer has been determined to be the lowest evaluated financial offer and will be declared as successful Bidder. |
| 42. Purchaser's Right to Vary Quantities at Time of Award | 42.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 43. Notification of Award | 43.1 | Prior to the expiration of the period of bid validity the Purchaser shall transmit the Notification of Award using the form included in Section 8 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. |
| | 43.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| 44. Signing of Contract | 44.1 | Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement. |
| | 44.2 | Within 28 days or as indicated in BDS of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| 45. Performance Security | 45.1 | Within 28 days or as indicated in BDS of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Purchaser. |
| | 45.2 | Failure of the successful Bidder to submit the above-mentioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: TPC/HR & Admin/OCB/G/SI/2025-26/003
ITB 1.1	The Purchaser is: TransPeshawar (The Urban Mobility Company)
ITB 1.1	Name of Procurement: Supply and Delivery of Stationary Items to the Office of TransPeshawar Procurement Reference No. is: TPC/HR & Admin/OCB/G/SI/2025-26/003
ITB 4.1	The bidder shall be a Sole Proprietor or a Firm or a Company resident of/incorporated in Pakistan. In case of a firm or a company, it shall be registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively. Joint venture is not allowed.
ITB 4.6	The Bidder must be: <ul style="list-style-type: none"> i. General Order Distributor or Supplier; ii. Registered with FBR for income and sales tax (NTN & STRN) and reflected on Active Taxpayer List (ATL); iii. not be blacklisted by any federal or provincial public entity in Pakistan, is neither insolvent nor bankrupt, is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her and has fulfilled all obligations under law for the time being in force.
B. Contents of Bidding Document	
ITB 7.1	Requests for clarification should be received by the Purchaser on or before December 15, 2025, 05:00 PM (PST) . Request for clarification shall be received and responded through EPADS.
ITB 7.4	Pre-bid shall not take place.
ITB 7.5	Not applicable
ITB 8.2	Provided that addendum requires substantial changes (amendments in evaluation/eligibility criteria and/or deadline for submission of proposals and/or important conditions of contract) in the Request for Proposal Document, it will be hoisted on website of TransPeshawar or KPPRA or both and notified to Service Providers who attended Pre-bid meeting, if one is conducted. Alternatively, the addendum will be disseminated in a manner the original advertisement/publication for procurement opportunity was made.

	The addendum will be published on EPADS as well.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
11.2	Not applicable
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.4	The Incoterms edition is: Incoterm 2020
ITB 14.7	Prices quoted shall correspond to 100 % of the items specified in Schedule of Supply. Prices quoted for each item shall correspond to 100 % of the specified quantities for respective item.
ITB 19.2	Manufacturer authorization is not required.
ITB 20.1	The bid validity period shall be ninety (90) days.
ITB 21.1	<p>The bidder shall upload a copy of Bid Security on EPADS Portal along with Bid to the amount of two (2) % of Total Price in the shape of Call Deposit Receipt (CDR) in favour of "Chief Executive Officer TransPeshawar".</p> <p>The Bid Security in original form (in hard form), sealed in an envelope, shall be submitted to the Purchaser on the address given below, on or before the deadline for submission of Bids. The bid security shall be submitted from the account of the bidder who submits the Bid. Non-submission of bid security in physical form on or before deadline for submission of bids shall lead to rejection of bid summarily.</p> <p>Purchaser's Address:</p> <p>Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The sealed envelope shall clearly mark with:</p> <ul style="list-style-type: none"> • Bidder's name and address; • Name of the procurement; and • The words "Original Bid Security" for [Name of Procurement]".
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Authorization/Power of Attorney provided under Section 4 (Bidding Documents)
ITB 22.2	The Bidder shall submit an acceptable authorization within 03 days of intimation.
D. Submission and Opening of Bids	

ITB 23.1	<p>23.1.1. Bidders shall submit their Bids electronically by uploading a PDF file through KP-EPADS portal (kp.eprocure.gov.pk) under the Single Stage – One Envelope Bidding Procedure.</p> <p>23.1.2. Once signed and stamped, the Bids, comprising all documents as listed in ITB 11, shall be scanned and compiled into one PDF file. The files shall be clearly named as:</p> <p style="text-align: center;">Bid for “Supply and Delivery of Stationary Items to the Office of TransPeshawar – [Name of Bidder]”</p> <p>23.1.3. If more than one version of a file is uploaded, the version most recently uploaded before the deadline will be considered the Final/Original Bid.</p> <p>23.1.4. Apart from the electronic submission the following document (s) shall be submitted physically (in hard form), on the address as indicated, on or before the deadline for submission of Bids.</p> <p style="padding-left: 40px;">i. Original bid security</p> <p>23.1.6. Purchaser Address for Document (s) to be submitted physically:</p> <p>Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>23.1.7. Any document required physically in original form or copy shall be sealed in an envelope, clearly marked with:</p> <p style="padding-left: 40px;">i. Bidder's name and address; ii. Title of the Procurement; and iii. The words “Name of document such as Original Bid Security and/ or Affidavits etc. for [Name of Procurement]”</p>
ITB 24.1	<p>Bids must be submitted through EPADS portal not later than the date and time as indicated hereunder. Non-submission of Bids on EPADS or bid security in hard form shall lead to reject of Bid summarily.</p> <p>For <u>submission of bid security in hard</u>, the Purchaser's address is:</p> <p>Attention: <u>Chief Executive Officer (CEO), TransPeshawar</u></p> <p>Street address: Reception Desk TransPeshawar Office, 1st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan</p> <p>Telephone: 091-2621393-94</p> <p>The deadline for bid submission is:</p> <p>Date: December 26, 2025 Time: 11:30 AM PST</p>
ITB 27.1	<p>The Bid shall be opened through EPADS.</p> <p>The bid opening shall take place at:</p>

	Street address: Main Conference Room TransPeshawar Office, 1 st Floor, KPUMA Building, Main BRT Depot, GT Road Chamkani Peshawar, Pakistan Telephone: 091-2621393-94 Date: December 26, 2025 Time: 12:00 AM PST
E. Evaluation and Comparison of Bids	
ITB 34.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 35.1	Not applicable.
ITB 36.1	Not applicable
F. Award of Contract	
ITB 42.1	The maximum percentage by which quantities may be increased is: <u>15%</u> The maximum percentage by which quantities may be decreased is: <u>15%</u>
ITB 44.2	Within Seven (07) working days.
ITB 45.1	Within Seven (07) working days

Section 3: Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation Criteria	Error! Bookmark not defined.-2
1.1 Technical Criteria	3-2
2. Eligibility and Qualification Criteria.....	Error! Bookmark not defined.-3

1. Evaluation Criteria

1.1 Technical Criteria

The proposed Goods shall meet or exceed the technical specifications provided for under Section 6 (Schedule of Supply). In case of any deviation the bid shall be rejected.

2. Qualification Criteria

2.1. Eligibility

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

2.1.1 Registration Status

Sole Proprietor or a Firm or a Company resident of or incorporated in Pakistan. In case of a firm or a company, it shall be registered with Registrar of Firms (RoF) or Security and Exchange Commission of Pakistan (SECP) respectively.	must meet requirement	Not Applicable	Not Applicable	Not Applicable	FORM ELI-1 in attachment with an appropriate document showing status as sole proprietor or Certificate of Registration with Registrar of Firms or SECP
---	-----------------------	----------------	----------------	----------------	---

2.1.2 General Order Supplier or Distributor

General Order Distributor or Supplier	must meet requirement	Not Applicable	Not Applicable	Not Applicable	FORM ELI-1 in attachment with any evidence establishing the status of General Order Distributor or Supplier.
---------------------------------------	-----------------------	----------------	----------------	----------------	---

2.1.3 Registration with FBR

Registered with FBR for income tax and sales tax (NTN & STRN) and reflected on active taxpayer list (ATL).	must meet requirement	Not Applicable	Not Applicable	Not Applicable	FORM ELI-1 in attachment with a certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status.
--	-----------------------	----------------	----------------	----------------	--

2.1.4 Not Blacklisted

Not be blacklisted or suspended by any federal or provincial public entity in Pakistan, is neither insolvent nor bankrupt, is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her and has fulfilled all obligations under law for the time being in force.	must meet requirement	Not Applicable	Not Applicable	Not Applicable	FORM ELI-1 in attachment with an affidavit on stamp paper duly notarized to the effect.
---	-----------------------	----------------	----------------	----------------	--

Section 4: Bidding Forms

Table of Forms

Contents of Bid	4-2
Bid Submission Sheet	4-3
Price Schedule.....	4-4
Manufacturer's Authorization	4-5
Bidder's Qualification	4-6
Form ELI – 1: Bidder's Information Sheet	4-7

TABLE-1. CONTENTS OF BID

Order	Document and Information Required	Check (Y/N)	Page No.
A	Bid Submission		
1.	Bid Submission Sheet and price Schedule, in accordance with ITB 12, ITB 14, and ITB 15.		
2.	Bid Security in accordance with ITB 21.		
3.	Authorization/Power of Attorney (on affidavit on E-stamp paper of PKR.150 or above and duly notarized) if the bidder is participating in bidding through a representative, on Form provided in Section IV (Bidding Forms) in accordance with ITB 22.2.		
B	Qualification Criteria (Eligibility)		
1.	Form ELI - 1: Bidder's Information Sheet along with relevant attachments in accordance with ITB 16 establishing the eligibility of Bidder		
i.	Certificate of registration/incorporation with Registrar of Firms or Security and Exchange Commission of Pakistan of the Firm or Company named above, if firm or company, and any credible information in case of a sole proprietor or general order distributor;		
ii.	A Certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status;		
iii.	Proof of General Order Supplier or Distributor.		
iv.	An affidavit on E-stamp paper of PKR.150 or above and duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National or Provincial public entity in Pakistan, is neither insolvent nor bankrupt, is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her and has fulfilled all obligations under law for the time being in force.		
C	Evaluation Criteria (Technical Criteria)		
1.	Documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin.		
2.	Documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services.		

Note: Original Bid Security shall be submitted in hard on or before deadline for submission of Bids.

Bid Submission Sheet

Note

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

Date: _____

Procurement Ref No.: TPC/HR & Admin/OCB/G/SI/2025-26/003

To

Chief Executive Officer (CEO), TransPeshawar,
TransPeshawar Office, 1st Floor, KPUMA Building,
Main BRT Depot, GT Road Chamkani,
Peshawar, Pakistan

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
“Supply and Delivery of Stationary Items to the Office of TransPeshawar”
- (c) The total price of our Bid is

Amount in PKR in words & in figures

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) Our Bid shall be valid for a period of ninety (90) days starts from the date fixed for the bid submission deadline in accordance with ITB 20.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (f) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from Pakistan in accordance with ITB 4.2.
- (g) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (h) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3, other than alternative offers in accordance with the Bidding Documents.

- (i) We understand that this Bid, 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.
- (j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (k) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions.

Name _____

Designation _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule

S#	Item Description	Quoted Brand and/ or model	Country of Origin of Goods	Unit.	Qty.	Unit Price (PKR) (Inclusive of Taxes)	Total Price (PKR) (Inclusive of Taxes)
1.							
	Total						

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Manufacturer's Authorization

(Not Applicable)

Date: *[insert date (as day, month, and year) of bid submission]*

Procurement Ref No.: TPC/HR & Admin/OCB/G/SI/2025-26/003

Chief Executive Officer (CEO), TransPeshawar,
TransPeshawar Office, 1st Floor, KPUMA Building,
Main BRT Depot, GT Road Chamkani,
Peshawar, Pakistan

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide *[Name of item or procurement]*, manufactured by us, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above Entity.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note

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

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Authorization/Power of Attorney

(On E-Stamp paper of PKR. 150 or above and duly notarized)

(For a bidder participating in the bidding through a representative)

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

WITNESSETH

WHEREAS the Grantor intends to submit a Bid to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as "the Purchaser"), in respect of the **Supply and Delivery of Stationary Items to the Office of TransPeshawar** (hereinafter, referred to as "the Goods") and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the Goods referred to warrants submission of an Authorization/Power of Attorney to the said appointment.

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

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

1. to visit and inspect the Site, seek clarification of the BSD, and attend the pre-bid meeting;
2. to prepare and submit a Bid following provisions of the BSD;
3. to attend the Bids opening event and the bidding process in respect of the Goods 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 Purchaser and/or any other interested parties;
5. to incur liabilities, receive payments, receive notices, instructions, and orders for and on behalf of the Grantor(s); and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

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

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

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

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

WITNESSES:

[INSERT NAME OF THE GRANTOR]

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

Signature, Name, Designation, and CNIC With Seal]

1. _____

2. _____

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

Bidder's Eligibility and Qualification

To establish its eligibility and qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Full legal Name	
Registered Address	
Type of organization (Sole Proprietor, AOP or Company)	
Status of Bidder (General Order Supplier or Distributor)	
Resident of or Country of constitution/ incorporation/registration	
Year of constitution/incorporation/ registration	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. Certificate of registration/incorporation with Registrar of Firms or Security and Exchange Commission of Pakistan of the Firm or Company named above, if firm or company, and any credible information in case of a sole proprietor; 2. A Certificate of Registration with FBR and Active Tax Payer List (ATL) showing such status; 3. Proof of General Order Supplier or Distributor. 4. An affidavit on E-stamp paper of PKR.150 or above and duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National or Provincial public entity in Pakistan, is neither insolvent nor bankrupt, is not in the process of winding up nor his/her properties are under the control of receiver nor his/her business activities have been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her and has fulfilled all obligations under law for the time being in force. 	

Section 5: Eligible Countries

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

Section 6: Schedule of Supply

Contents

1. List of Goods and Related Services	6-2
2. Delivery and Completion Schedule	6-5
3. Technical Specifications	6-6

1. List of Goods and Related Services

Item No.	Name of Goods and/or Related Services	Description	Unit of Measurement	Quantity
1.	Supply and Delivery of Stationary Items to the Office of TransPeshawar	Supply and Delivery of Stationary Items to the Office of TransPeshawar	No.	Specified in the Table Below

1.1. Required Quantities: -

Sr. No	ITEM DESCRIPTIONS	DEMAND FOR 25 & 26	PACKING UNIT
1	White board Marker (Multi Color) Dollar or Equivalent	2	Packet of 12
2	Parmanent Marker (Multi Color) Dollar or Equivalent	1	Packet of 12
3	Ball Points (Blue) 1.0 mm Tip crystal or Equivalent	30	Packet of 10
4	Ball Points (Black) 1.0 mm Tip crystal or Equivalent	10	Packet of 10
5	Uni Ball Eye UB-157 Blue	30	PCS
6	Writing Pad A-4 Size No.5 Decent or Equivalent	20	PCS
7	Writing Pad A-4 Size No.4 Decent or Equivalent	50	PCS
8	Writing Pad A-4 Size No.3 Decent or Equivalent	20	PCS
9	Correction Pen	50	PCS
10	Highlighter Marker (Multi Color) Dollar or Equivalent	50	PCS
11	Post it Pad 76*19mm (3 Colors)	10	Box of 20 Pad
12	Plastic tags arrow shape 1.2*4.5mm (5 Colors Pad of 20 sheet each color) Pronoti or Equivalent	5	Box (Pad of 5 colors with 20 sheet each color)
13	Paper A4 80 gm Double A	250	Ream
14	Paper A3, 80 gm Double A	5	Ream
15	Paper Legal, 80 gm Double A	15	Ream
16	A-4 white sheet wholes sheet protectors	5	Pkt (100 sheets per Pkt)
17	Binding Cover Transparent Sheet A-4 Size 18 No	5	Pkt, each of 100 Sheets
18	Binder Clips 25mm Deli or Equivalent	10	Box, each of 12 Clips (PCS)
19	Binder Clips 19mm Deli or Equivalent	20	Box, each of 12 Clips (PCS)

20	Binder Clips 41mm Deli or Equivalent	10	Box, each of 12 Clips (PCS)
21	Binder Clips 51mm Deli or Equivalent	20	Box, each of 12 Clips (PCS)
22	Staple Pins 24/6 Dollar or Equivalent	2	Box, 10 pkt each box
23	Stapler machine 24/6 Dux/Deli/ORO or Equivalent	10	Box
24	Stapler remover KW-trio/Dux/Deli/ORO or Equivalent	20	PCS
25	Punch Machine Deli or Equivalent	10	PCS
26	Staple Pins 23/17/18 Dollar or Equivalent	2	Box, 10 pkt each box
27	Staple Pins 23/13 Dollar or Equivalent	2	Box, 10 pkt each box
28	Staple Pins 23/10 Dollar or Equivalent	2	Box, 10 pkt each box
29	Staple Pins 23/20 Dollar or Equivalent	1	Box, 10 pkt each box
30	Scotch Tap (1 inch) Transparent	50	PCS
31	Packing Tap (3 Inches) Brown	30	PCS
32	Binding Tape 2" of 30 meter Expert or Equivalent	30	PCS
33	Mouse Pad good quality	10	PCS
34	Box File Blue Best quality	200	PCS
35	Transpeshawar customized multi color almost 300gm, legal file with inside pocket of size 6 inches along with logo,s & pictures	1000	PCS
36	Ring Binder Blue	20	PCS
37	Ring Binder Plastic/D-Ring File A4 Size	100	PCS
38	Management File A4 Size	100	PCS
39	Separators A4 size card quality	100	Dozen
40	Visitor gate register (minimum 500 Pages) best quality	10	PCS
41	Vehicles IN/OUT register (minimum 500 Pages) best quality	10	PCS
42	Letter Dispatch Register (minimum 500 Pages) best quality	10	PCS
43	Letter Received Register (minimum 500 Pages) best quality	10	PCS
44	Pencil best quality Deli or Equivalent	100	PCS
45	Glue stick 20G (Dollar) or Equivalent	100	PCS

46	USB (40GB)	50	PCS
47	Paper Clips Deli or Equivalent	5	Box, 12 Per Box
48	Rubber Bands	5	Box
49	High Quality Customized Office Diary, 100 pages of 80gm with two cards slots, size 6*9" pen holder with uniball pen or equivalent	80	PCS

2. Delivery and Completion Schedule

The delivery period shall start as of the signing of the contract.

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1.	Supply and Delivery of Stationary Items to the Office of TransPeshawar	30 working days of signing the contract.	TransPeshawar office, 1st Floor KPUMA Building, Peshawar	30 working days of signing the contract.

3. Technical Specifications

Sr. No	ITEM DESCRIPTIONS	DEMAND FOR 25 & 26	PACKING UNIT
1	White board Marker (Multi Color) Dollar or Equivalent	2	Packet of 12
2	Parmanent Marker (Multi Color) Dollar or Equivalent	1	Packet of 12
3	Ball Points (Blue) 1.0 mm Tip crystal or Equivalent	30	Packet of 10
4	Ball Points (Black) 1.0 mm Tip crystal or Equivalent	10	Packet of 10
5	Uni Ball Eye UB-157 Blue	30	PCS
6	Writing Pad A-4 Size No.5 Decent or Equivalent	20	PCS
7	Writing Pad A-4 Size No.4 Decent or Equivalent	50	PCS
8	Writing Pad A-4 Size No.3 Decent or Equivalent	20	PCS
9	Correction Pen	50	PCS
10	Highlighter Marker (Multi Color) Dollar or Equivalent	50	PCS
11	Post it Pad 76*19mm (3 Colors)	10	Box of 20 Pad
12	Plastic tags arrow shape 1.2*4.5mm (5 Colors Pad of 20 sheet each color) Pronoti or Equivalent	5	Box (Pad of 5 colors with 20 sheet each color)
13	Paper A4 80 gm Double A	250	Ream
14	Paper A3, 80 gm Double A	5	Ream
15	Paper Legal, 80 gm Double A	15	Ream
16	A-4 white sheet wholes sheet protectors	5	Pkt (100 sheets per Pkt)
17	Binding Cover Transparent Sheet A-4 Size 18 No	5	Pkt, each of 100 Sheets
18	Binder Clips 25mm Deli or Equivalent	10	Box, each of 12 Clips (PCS)
19	Binder Clips 19mm Deli or Equivalent	20	Box, each of 12 Clips (PCS)
20	Binder Clips 41mm Deli or Equivalent	10	Box, each of 12 Clips (PCS)
21	Binder Clips 51mm Deli or Equivalent	20	Box, each of 12 Clips (PCS)
22	Staple Pins 24/6 Dollar or Equivalent	2	Box, 10 pkt each box
23	Stepler machine 24/6 Dux/Deli/ORO or Equivalent	10	Box

24	Stapler remover KW-trio/Dux/Deli/ORO or Equivalent	20	PCS
25	Punch Machine Deli or Equivalent	10	PCS
26	Staple Pins 23/17/18 Dollar or Equivalent	2	Box, 10 pkt each box
27	Staple Pins 23/13 Dollar or Equivalent	2	Box, 10 pkt each box
28	Staple Pins 23/10 Dollar or Equivalent	2	Box, 10 pkt each box
29	Staple Pins 23/20 Dollar or Equivalent	1	Box, 10 pkt each box
30	Scotch Tap (1 inch) Transparent	50	PCS
31	Packing Tap (3 Inches) Brown	30	PCS
32	Binding Tape 2" of 30 meter Expert or Equivalent	30	PCS
33	Mouse Pad good quality	10	PCS
34	Box File Blue Best quality	200	PCS
35	Transpeshawar customized multi color almost 300gm, legal file with inside pocket of size 6 inches along with logo,s & pictures	1000	PCS
36	Ring Binder Blue	20	PCS
37	Ring Binder Plastic/D-Ring File A4 Size	100	PCS
38	Management File A4 Size	100	PCS
39	Separators A4 size card quality	100	Dozen
40	Visitor gate register (minimum 500 Pages) best quality	10	PCS
41	Vehicles IN/OUT register (minimum 500 Pages) best quality	10	PCS
42	Letter Dispatch Register (minimum 500 Pages) best quality	10	PCS
43	Letter Received Register (minimum 500 Pages) best quality	10	PCS
44	Pencil best quality Deli or Equivalent	100	PCS
45	Glue stick 20G (Dollar) or Equivalent	100	PCS
46	USB (40GB)	50	PCS
47	Paper Clips Deli or Equivalent	5	Box, 12 Per Box
48	Rubber Bands	5	Box

49	High Quality Customized Office Diary, 100 pages of 80gm with two cards slots, size 6*9" pen holder with uniball pen or equivalent	80	PCS
----	---	----	-----

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A . Definitions

1. In this contract, the following terms shall be interpreted as indicated below:
 - a) "Goods" mean the items, materials, equipment, or products mentioned in the Schedule of Supply.
 - b) "Procurement Committee" means a committee constituted by the Procuring Entity to perform specified functions in the procurement process of goods.
 - c) "Contract Documents" mean the documents prepared by the Procuring Entity and signed by both parties.
 - d) "Bidder" means and includes an eligible bidder as per Bid Solicitation Documents (BSD).
 - e) "Contract" means the agreement entered into between the Procuring Entity (first party) and the Supplier (second party), as specified in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - f) "Contract Price" means the price payable to the Supplier by the Procuring Entity under the Contract for the full and proper supply of goods and performance of obligations.
 - g) "Supplier" means the individual, firm, joint venture, consortium, or organization acting under any title such as Supplier, Seller, Contractor, Service Provider, or Vendor, whose offer has been accepted by the Procuring Entity and who undertakes to deliver the goods, execute the works, or provide the goods and services as specified in the Contract, and assumes all rights and obligations of the seller under the agreement.
 - h) "Day" means a calendar day.
 - i) "Procurement" means the acquisition of goods by purchase, supply contract, or any other mode permitted under the applicable laws.
 - j) "Government" means Government of the Khyber Pakhtunkhwa.
 - k) "In writing" means communicated in written form and delivered against receipt.
 - l) "Letter of Acceptance" means a letter issued by the Procuring Entity to the Successful Bidder, whereby it is conveyed that the offer submitted by the Successful Bidder has been accepted.
 - m) "Procuring Entity" means the person, office, or organization undertaking the procurement of goods, works, or services, and acting under any title such as Procuring Entity, Purchaser, Employer, Buyer, Owner, or Principal. The Procuring Entity is the party responsible for initiating the procurement process, issuing bidding documents, evaluating bids, awarding the contract, making payments, and ensuring compliance with the terms and conditions of the contract.
 - n) "Responsive Bidder" means a bidder whose bid is qualified for consideration based on evaluation criteria specified in the BSD.
 - o) "Successful Bidder" means the Supplier whose offer has been accepted by the Procuring Entity.
 - p) "Delivery of Goods" means the handing over of goods by the Supplier to the Procuring Entity as specified in the Schedule of Supply.
 - q) "Effective Date": is the date the agreement is signed by the Procuring Entity and the Supplier.
 - r) "Commencement Date": the date indicated to the Supplier by the Procuring Entity through a notice from which supply obligations shall begin.

B . LANGUAGE

1. All communications and documentations related to procurements shall be in English.

C . BID SECURITY DEPOSIT

1. Unless otherwise agreed between the Procuring Entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods detailed in the

BSD.

D . PLACE AND TIME OF DELIVERY

1. The Supplier shall as may be required by the Procuring Entity deliver and install at, places detailed in the Terms and Conditions of Supply, the list and Quantities of the goods detailed in the same schedule, not later than the dates specified.

*(a) **Delivery Schedule:** as per the Terms and Conditions of Supply*

E . VARIATIONS / REPEAT ORDERS

1. The Procuring Entity may during the execution of the Contract, by notice in writing direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, and the Supplier shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KP Public Procurement Rules 2014.

F . INSPECTION

1. The goods shall be inspected by the inspecting team of the Procuring Entity for quality and or quantity, as the case may be, at the agreed location/warehouse of the Procuring Entity before the goods are provided/supplied at their final destination.
2. Inspection of goods shall be conducted without prejudice to the Procuring Entity right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, Procuring Entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.
3. In case of dispute by the supplier, joint re-inspection of the supplied goods and services shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the Procuring Entity or by a neutral independent entity as jointly agreed.

G . PACKAGING (If Applicable)

1. Goods should be packed suitably in appropriate wooden/metallic boxes/containers/pallets or such other materials and in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of Procuring Entity safely.
2. Manufacturer's instructions regarding the maximum storage life of the goods and the storage conditions must be followed.
3. Goods and associated services should be delivered at the stores of Procuring Entity in original packing of the manufacturer.
4. Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the goods should be provided in English. If required by Procuring Entity, technical experts should be sent by the manufacturer for application of the item at site.

H . PERFORMANCE SECURITY

1. Within seven (07) days of issuance of Letter of Acceptance from the PE, the successful bidder

shall furnish the performance security in Pak Rupees to the amount of ten (10%) of contract price in shape of CDR/DD/Pay order/bank guarantee, in the name of CEO TransPeshawar. Performance Security shall be retained thorough out execution of the contract and will be released within 28 calendar days after completion of the contract including warranty obligations, if any, and subject to satisfactory performance.

FORFEITURE OF PERFORMANCE SECURITY

2. The Performance security shall be forfeited if the supplier fails to deliver or supply goods in accordance with the terms and conditions of the Letter of Acceptance or commits any breach of the Contract / Letter of Acceptance. Non compliance of Procuring Entity instructions shall lead to breach of the Contract by the supplier and performance Security may be forfeited.

I . PAYMENT CLAUSE

1. Payment shall be made on production of the following documents: -

a) The Supplier submits manually signed invoice certifying that good supplied are in accordance with the contract. The invoice must show the Letter of Award reference, Goods Receiving and Acceptance Note with date, price/rate of each item.

b) Goods Receiving Report (in original) signed by the Authorized Representative of Procuring Entity in acknowledgement of having received all goods in accordance with the Contract Agreement.

c) Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).

d) Income Tax at current applicable rates shall be deducted from the invoice (otherwise valid Income Tax Exemption Certificate shall be provided by the supplier where applicable)

e) National Tax Number.

f) Sales Tax Registration Number.

g) Certificate in original issued by any authorized representative of Supplier (if applicable).

h) Bank Account Number and Branch.

i) Recovery of all applicable taxes at source should be made as per rules.

j) Certificate from Procuring Entity stating delivered Goods are as per standard / professional requirement as per format given at Annexure-01.

J . DETAIL OF STANDARDS

1. Please refer to Annexure-01 of General and Special Conditions of Contract

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

1. The supplier shall perform its obligations under the contract in accordance with instruction of the Procuring Entity by following recognized standards, applicable laws and regulations.
2. The suppliers shall appoint a focal person who shall coordinate with Procuring Entity at all times during the execution of contract. The focal person shall have the qualifications as may be agreed between the Procuring Entity and the supplier.
3. The supplier shall carry out its obligations under the contract with due diligence and efficiency and in conformity with sound practices.
4. The supplier shall act at all times so as to protect the interests of the Procuring Entity and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Procuring Entity such information relating to goods and services as the Procuring Entity may from time-to-time reasonably request.
5. Except with the prior written approval of the Procuring Entity, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the goods and services without prior consent of the supplier.
6. The supplier agrees that no proprietary and confidential information received by the supplier from the Procuring Entity shall be disclosed to a third party unless the supplier receives a written permission from the Procuring Entity to do so.
7. In addition to any other remedies provided under the contract and or law, the Procuring Entity may take any of the following actions if after the placement of the Letter of Acceptance the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Letter of Acceptance/Contract agreement: -
 - a. Recover from the supplier as stipulated in the relevant Letter of Acceptance/contract agreement, equivalent to (1% per day) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value. Exceeding such limit will be considered material breach of contract by the supplier and contract will be terminated forthwith without any notice, and performance security shall be forfeited.
 - b. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the contract agreement;
 - c. Cancel the Letter of Acceptance/contract agreement at supplier's risk and cost. In such case, Procuring Entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or
 - d. Recover any consequential losses/damages incurred by Procuring Entity by withholding any or all amounts otherwise due to the supplier against this or any other Letter of Acceptance/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

1. Both parties agree to resolve any disagreements or disputes arising out of the Agreement or its interpretation, during the currency of the Agreement, through direct and informal negotiations. If deemed necessary, either party may escalate the dispute to the Chief Executive Officer of the TransPeshawar for its amicable resolution. The CEO shall address the matter within fifteen (15) Business Days from the date the dispute is referred, or within a mutually agreed timeframe by both parties.
2. In the event that no settlement is reached in accordance with L-1, either Party may refer the matter in dispute to arbitration. The arbitration proceedings shall be carried out under the Arbitration Act, 1940 and the seat of arbitration shall be Peshawar Pakistan and the language shall be English.
3. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Contract.

4. Notwithstanding L-2 the 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 under L-2.

M . INDEMNITY

1. The supplier shall at all times indemnify the Procuring Entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Procuring Entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N . SUB-LETTING CONTRACT

1. The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the Procuring Entity. In the event of the Supplier subletting or assigning this Contract or any part thereof without such permission, the Procuring Entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the Procuring Entity may sustain in consequence of arising out of such purchase.

O . BRIBES COMMISSION ETC.

1. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Procuring Entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the Procuring Entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause K-7 hereof; and the Procuring Entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the Procuring Entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P . COMPLETION AND TERMINATION (OF THE CONTRACT AGREEMENT)

1. The Agreement shall be termed completed, pursuant to the provisions hereof, when all the obligations under the Contract have been fulfilled.

TERMINATION BY THE PROCURING ENTITY

2. Save as otherwise provided the Procuring Entity may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Procuring Entity and the Supplier shall be settled not later than sixty (60) days of the date of such termination.

TERMINATION BY THE SUPPLIER

3. The supplier may suspend the Agreement by a written notice of thirty (30) days only if the

supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring Entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q . FORCE MAJEURE

1. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.
2. If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R . APPLICABLE LAWS

1. This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of the province of Khyber Pakhtunkhwa and of Islamic Republic of Pakistan.

S . CONTRACT AMENDMENT

1. No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T . NOTICES

1. Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Procuring Entity:

M/s Transpeshawar (The Urban Mobility Company), with registered office at 1st Floor, KPUMA Building, Main BRT Depot, G.T Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.

To: The Supplier -----

2. or to such other address as either of the Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

ANNEXURE - 01**DETAIL OF STANDARDS (as per clause J of General and Special Conditions of Contract)**

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Partially Meets acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

Goods accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

Section 8: Contract Forms

Table of Forms

Notification of Award	8-2
Contract Agreement	8-3
Performance Security	8-4

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for a contract price of [amount in words and figures and name of currency], is hereby accepted by TransPeshawar.

You are requested to furnish the Performance Security within 07 working days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document or in shape of CDR/DD in the name of Chief Executive Officer (CEO), TransPeshawar.

The amount of performance security shall be [amount in PKR in words and figure].

Authorized Signature:

Name and Title of Signatory:

Name of Entity:

Attachment: Contract Agreement

Contract Agreement

This Agreement is made at Peshawar on ___ day of ___ 20___

Between

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 Procuring Entity of one party

And

M/s _____ having registered Address at _____ (hereinafter called "Supplier") which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the Supplier of the other part:

WHEREAS the Supplier has submitted a quotation for Supply of _____ as per form of bid and schedule of Supply, and the Procuring Entity accepted the quotation for supply of _____ at an amount of _____ (in words) (hereinafter called "the Contract Price").

The Parties hereby agree that the Agreement shall immediately be binding on them from the date of signing of the Contract Agreement by both the parties, till completion or otherwise terminated earlier.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
 - a. Contract Agreement;
 - b. Letter of Acceptance / Purchase Order;
 - c. General and Special Conditions of Contract;
 - d. Bid Submission Sheet and Price Schedules;
 - e. Schedule of Supply;
 - f. Performance Guarantee;
 - g. Any other document as required.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply of goods and services as per schedule of Supply; the Contract Price and/or such other sum as

may become payable under the provisions of the Contract at the time(s) and in the manner prescribed by the Contract.

4. IN WITNESS whereof the parties hereto have caused this Agreement to be executed following their respective laws the day and year first above written.

Signature of the Supplier

Name: _____

Designation: _____

Address: _____

(Seal)

Signature of the Procuring Entity

Name: _____

Designation: _____

Address: _____

(Seal)

Signed in the presence of:

Witness: 01

Signature: _____

CNIC: _____

(Name, Title and Address)

Witness: 02

Signature: _____

CNIC: _____

(Name, Title and Address)

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK