

Request for Proposal Document

for

ENGAGEMENT OF CUSTOM CLEARANCE AGENT (CCA) FOR DIESEL HYBRID/ ELECTRIC BUSES FOR TRANSPESHAWAR

Issued on.: February 26, 2026

Request for Proposal No.: TPC/P&I/OCB/CCA/2025-26/010

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

Preface

This Request for Proposal document is prepared by TransPeshawar (The Urban Mobility Company) and will be used for “**Engagement of Custom Clearance Agent (CCA) For Diesel Hybrid/ Electric Buses for TransPeshawar**” The Bidding Procedure is Single Stage - One Envelope.

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Section 1 - Instructions to Service Providers

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Section 1 - Instructions to Service Providers

A. General

1. **Scope of Services**
 - 1.1 In connection with this Request for Proposal (RFP) as indicated in the **Data Sheet (DS)**, the Procuring Entity, as indicated in the **DS**, issues this Request for Proposal document for the scope of Services as specified in Section 5 (Schedule of Requirements) and indicated in **DS**. The name, identification, and number of contracts of the open competitive bidding (OCB) are provided in the **DS**.
 - 1.2 Throughout this Request for Proposal document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Fraud and Corruption**
 - 2.1 It is required that Service Providers shall observe the highest standard of ethics during the procurement and execution of contract. Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 defines corrupt and fraudulent practices as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under these rules and

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

3. Eligible Service Providers

3.1 An eligible Service Provider shall be as indicated in **DS**. In the 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 the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

3.2 A Service Provider, and all parties constituting the Service Provider, shall have the nationality of Pakistan. A Service Provider shall be deemed to have the nationality of Pakistan if the Service Provider is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Pakistan.

3.3 A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this proposal; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the proposal of another Service Provider, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (e) a Service Provider participates in more than one proposal in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITSP 12 of the Request for Proposal document. This will result in the disqualification of all Proposals in which it is involved; or
- (f) a Service Provider or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the procurement that is the subject of the Proposal.

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

B. Contents of Request for Proposal Document

- 5. Sections of Request for Proposal Document**
- 5.1 The Request for Proposal document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITSP 7.
- PART I Bidding Procedures**
 Section 1 - Instructions to Service Providers (ITSP)
 Section 2 - Data Sheet (DS)
 Section 3 – Eligibility and Responsiveness Criteria (ERC)
 Section 4 - Bidding Forms (BDF)
- PART II Requirements**
 Section 5 – Schedule of Requirements (SoR)
- PART III Conditions of Contract and Contract Forms**
 Section 6 – Services Agreement
 Section 7 - Contract Forms (COF)
- 5.2 The Invitation for RFP issued by the Procuring Entity is not part of the Request for Proposal document.
- 5.3 The Procuring Entity is not responsible for the completeness of the Request for Proposal document and their addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for RFP.
- 5.4 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the Request for Proposal document. Failure to furnish all information or documentation required by the Request for Proposal document may result in the rejection of the proposal.

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

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

7. Amendment of Request for Proposal Document

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

C. Preparation of Proposals

- 8. Cost of Bidding** 8.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Proposal** 9.1 The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Service Provider and the Procuring Entity, shall be written in the language specified in the **DS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **DS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the following:
- (a) Proposal Submission Letter;
 - (b) Bid Security in accordance with ITSP 16;
 - (c) written confirmation authorizing the signatory of the Proposal to commit the Service Provider, in accordance with ITSP 17.2;
 - (d) Schedules as stipulated in **DS** and provided for in Section 4 (Bidding Forms), in accordance with ITSP 11.1, along with documentary evidence as stipulated in relevant Schedules.
- 10.2 In addition to the requirements under ITSP 10.1, Proposals 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 Service Provider shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.
- 11. Proposal Submission Letter and Schedules** 11.1 The Proposal Submission Letter, Schedules, and all documents listed under Clause 10, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the **DS**.
- 12. Alternative Proposals** 12.1 Unless otherwise indicated in the **DS**, alternative Proposals shall not be considered.
- 13. Proposal Prices** 13.1 The prices quoted by the Service Provider in the Proposal Submission Letter and in the relevant Schedule (s) shall conform to the requirements specified below.
- 13.2 The Service Provider shall submit proposal for complete scope of services as indicated in Section 5 (Schedule of Requirements) on given forms as identified in Section 4 (Bidding Forms). Proposals submitted for incomplete scope will be rejected.
- 13.3 The Price to be quoted in the Proposal Submission Letter shall be the

total price of the services. Absence of the total price in the Proposal Submission Letter may result in the rejection of the Proposal.

13.4 The offered price shall be inclusive of taxes and Service Provider shall be liable for payment of all applicable taxes, duties, and other levies under the Contract including sales tax on services.

14. Currencies of Proposal and Payment

14.1 The rates shall be quoted by the Service Provider entirely in Pak Rupees.

14.2 The currency of payment of contract price shall entirely be in Pak Rupees.

15. Period of Validity of Proposals

15.1 Proposals shall remain valid for the period specified in the **DS** after the Proposal submission deadline prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

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

16. Bid Security

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

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

16.3 If a bid security is specified pursuant to ITSP 16.1, the bid security of unsuccessful Service Providers shall be returned promptly upon the successful Service Provider's furnishing of the performance security pursuant to ITSP 35.

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

16.5 The bid security may be forfeited, if

(a) notwithstanding ITSP 21.3, a Service Provider withdraws its proposal during the period of proposal validity specified by the Service Provider on the Proposal Submission Letter, except as provided in ITSP 15.2; or

(b) the successful Service Provider fails to

- (i) sign the Contract in accordance with ITSP 34;
- (ii) furnish a performance security in accordance with ITSP 35;
- (iii) accept the arithmetical correction of its Proposal in accordance with ITSP 29.

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

17. Format and Signing of Proposal

17.1 The Service Provider shall prepare one original set of the documents comprising the Proposal as described in ITSP 10 and clearly mark it "ORIGINAL." Alternative Proposals, if permitted in accordance with ITSP 12, shall be clearly marked "ALTERNATIVE." In addition, the Service Provider shall submit copies of the Proposal in the number specified in the **DS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

D. Submission and Opening of Proposals

18. Sealing and Marking of Proposals

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

19. Deadline for Submission of Proposals

19.1 Proposals must be submitted through EPADS portal not later than the date and time as indicated in the **DS**.

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

extended.

- 20. Late Proposals**
- 20.1 The Procuring Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITSP 19. Any Proposal received by the Procuring Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Service Provider.
- 21. Withdrawal, Substitution, and Modification of Proposals**
- 21.1 A Service Provider may modify, substitute, or withdraw its Proposal at any time prior to the deadline for submission of Proposals, by using the relevant functions available in the EPADS portal, if any.
- 21.2 A Proposal withdrawn through the EPADS portal in accordance with ITC 21.1 shall not be accessible to the Procuring Entity at the time of opening.
- 21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of specified period of proposal validity.
- 22. Proposal Opening**
- 22.1 The Procuring Entity will open the Proposals in public at the address, on the date and time and procedure as specified in the **DS** in the presence of Service Providers designated representatives and anyone who chooses to attend.
- 22.2 All Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Service Provider;
 - (b) the presence of a bid security amounting to 2 percent of proposal price; and
 - (c) any other details as the Procuring Entity may consider appropriate.
- 22.3 The Proposals and alternative Technical Proposals, if any, read out and recorded at Proposal opening shall be considered for evaluation.
- 22.4 The Procuring Entity shall prepare a record of the Proposal opening that shall include, as a minimum, the name of the Service Provider and whether there is a withdrawal, substitution, or modification; the Offered Price; and the presence or absence of a bid security. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Proposals

- 23. Confidentiality**
- 23.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals and recommendation of contract award, shall not be disclosed to Service Providers or any other persons not officially concerned with such process until announcement of Proposal evaluation report to all Service Providers in accordance with relevant

rules.

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

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

24. Clarification of Proposals

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

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

25. Deviations, Reservations, and Omissions

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

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

26. Examination of Proposals

26.1 The Procuring Entity shall examine the Proposal to confirm that all documents requested in ITSP 10 have been provided, and to determine the completeness of each document submitted.

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

- (a) Proposal Submission Letter;
- (b) written confirmation of authorization to commit the Service Provider in accordance with ITSP 17.2;
- (c) Bid Security;
- (d) All schedules required in accordance with ITSP 10 (d) along with attachments.

- 27. Determination of Responsiveness**
- 27.1 The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the Proposal itself, as defined in ITSP 10.
- 27.2 A substantially responsive Proposal is one that meets all the requirements stipulated under Section 3 (Eligibility and Responsiveness Criteria) and other terms and conditions of RFP 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 Contract; or
 - (ii) limit in any substantial way, inconsistent with the Request for Proposal document, the Procuring Entity's rights or the Service Provider's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.
- 27.3 If a Proposal is not substantially responsive to the requirements of the Request for Proposal document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 28. Nonmaterial Nonconformities**
- 28.1 Provided that a Proposal is substantially responsive, the Procuring Entity may waive any nonconformities in the Proposal that do not constitute a material deviation, reservation, or omission.
- 28.2 Provided that a Proposal is substantially responsive, the Procuring Entity may request that the Service Provider submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Service Provider to comply with the request may result in the rejection of its Proposal.
- 29. Correction of Arithmetical Errors**
- 29.1 Provided that the Proposal is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is

related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), and (b) above.

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

30. Consideration and Comparison of Financial Offers

30.1 Financial offers of substantially responsive Service Providers will be compared for determination of the lowest evaluated Proposal.

30.2 The Procuring Entity shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.

30.3 To evaluate a Proposal, the Procuring Entity shall consider the following:

(a) The Proposal price as quoted in accordance with ITSP 13;

(b) Price adjustment for correction of arithmetic errors in accordance with ITSP 29.

31. Procuring Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals

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

F. Award of Contract

32. Award Criteria

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

33. Letter of Award

33.1 Prior to the expiration of the period of proposal validity, the Procuring Entity shall transmit the Letter of Award using the form including in Section 7 (Services Agreement Forms) to the successful Service Provider, in writing, that its Proposal has been accepted.

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

34. Signing of Contract

34.1 Promptly after notification of Letter of Award, the Procuring Entity shall send the successful Service Provider the Contract Agreement.

34.2 Within 10 days of issuance of the Letter of Award or as indicated in **DS**, the successful Service Provider shall sign, date, and return it to the Procuring Entity.

35. Performance Security

35.1 Within 10 days or as indicated in **DS**, of the issuance of Letter of award from the Procuring Entity, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 7 (Services Agreement Forms), or another form

acceptable to the Procuring Entity.

- 35.2 Failure of the successful Service Provider to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Service Provider whose offer is substantially responsive.

Section 2 - Data Sheet

A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: TPC/P&I/OCB/CCA/2025-26/010
ITSP 1.1	The Procuring Entity is: TransPeshawar (The Urban Mobility Company)
ITSP 1.1	The name of the bidding process is “ Engagement of Custom Clearance Agent (CCA) for Diesel Hybrid/ Electric Buses for TransPeshawar ” Open competitive bidding under “Single Stage One Envelope” bidding procedure. The identification number of the Request for Proposal Document is: TPC/P&I/OCB/CCA/2025-26/010
ITSP 3.1	A Service Provider must be sole proprietor, or a firm or a company. In case of Firm or Company it shall be incorporated in/registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively.
ITSP 3.5	The Service Provider must be: i. Registered with FBR for income tax and reflected on active taxpayers list; ii. Registered with KPRA for sales tax on services. iii. Having valid licensed by Pakistan Customs and registered with relevant authorities, if any. iv. Executed or on-going at least three (03) projects/contracts in last five (05) years related to custom clearance of vehicles, or heavy machinery or Electric/ Diesel Hybrid mass transit fleet. v. neither blacklisted nor suspended by any National or Provincial public entity.

B. Contents of Request for Proposal Document

ITSP 6.1	Requests for clarification should be received by the Procuring Entity on or before March 03, 2026, 05:00 PM (PST) . Request for clarification shall be received and responded through EPADS.
ITSP 6.4	Pre-bid meeting will be held as per following details: Date: March 03, 2026, 11:30 AM (PST) . Address: 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan
ITSP 6.5	Minutes of pre-bid meeting will hoisted on website of the Procuring Entity and sent to all Service Providers who have attended pre-bid meeting.
ITSP 7.2	The addendum will be hoisted on website of the Procuring Entity or KPPRA or both apart from EPADS and may be published in newspapers if the Procuring

	Entity deems necessary and if the amendments are of substantial nature.
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C. Preparation of Proposals

ITSP 9.1	The language of the Proposal is: English
ITSP 10.1 (d)	<p>The Service Providers are required to submit following schedules as provided for in Section 4 (Bidding Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 1: Breakup of Proposal Prices; 2. Schedule 2: Service Provider's Information Sheet; 3. Schedule 3: Contractual Experience 4. Schedule 4: Bid Security in shape of Bank guarantee; 5. Schedule 5. Authorization/Power of Attorney.
ITSP 12.1	Alternative Proposals are not permitted.
ITSP 15.1	The Proposal validity period shall be one hundred fifty (150) days.
ITSP 16.1	<p>The service provider shall be uploaded an unhidden copy of Bid Security on EPADS Portal, along with proposal, to the amount of 2% of Total Proposal Price in the shape of Call Deposit Receipt (CDR) in favour of "Chief Executive Officer TransPeshawar which should be valid thirty (30) beyond the validity of the bid. The original 2% Bid Security shall be submitted in separate envelop to the procuring entity, at address given below, on or before the closing date and time of bid submission.</p> <p>Address: Reception Desk, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The bid security shall be submitted from the account of the bidder who submits the bid.</p>
ITSP 16.6	Joint ventures are not allowed.
ITSP 17.1	In addition to the original Proposal, the number of copies is: Not Applicable
ITSP 17.2	The written confirmation of authorization to sign on behalf of the Service Provider shall be provided on the format as given under Section 4 (Bidding Forms) specifying the representative's authority to sign the Proposal on behalf of, and to legally bind, the Service Provider.
ITSP 17.2	The Service Provider shall submit an acceptable authorization within three (03) working days.

D. Submission and Opening of Proposals

<p>ITSP 18.1</p>	<p>18.1.1. Once signed and stamped, the Proposal shall be scanned and compiled into separate PDF files.</p> <p>19.1.2. The file shall be clearly named as:</p> <ul style="list-style-type: none"> • <i>“Proposal for “Title of Procurement” – [Name of Service Provider]”</i> <p>19.1.3. If more than one version of a file is uploaded, if so is permitted by EPADS, the version most recently uploaded before the deadline will be considered the Final/Original Proposal.</p> <p>19.1.4. Physical sealing of proposals, except the document (s) required in hard, is not required.</p> <p>19.1.5. Apart from the electronic submission the following document (s) shall be submitted physically (in hard form), in separate envelopes, on the address as indicated, on or before the deadline for submission of proposals.</p> <p style="padding-left: 40px;">i. Original bid security</p> <p>Client Address Documents to be Submitted Physically:</p> <p style="text-align: center;">Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p style="text-align: center;">Address: Reception TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>19.1.5. Any document required physically in original form shall be sealed in an envelope, clearly marked with:</p> <ul style="list-style-type: none"> • Bidder’s name and address; • Title of the Procurement; and • The words <i>“Original Bid Security” for [Name of Procurement]</i>”.
<p>ITSP 19.1</p>	<p>The deadline for Proposal submission is:</p> <p>Date: March 13, 2026</p> <p>Time: 11:30 AM (PST)</p>
<p>ITSP 22.1</p>	<p>The Proposal opening shall take place at:</p> <p>Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: March 13, 2026</p> <p>Time: 12:00 PM (PST)</p>
<p>ITSP 35.2</p>	<p>Within seven (07) working days of issuance of Letter of Award/contract agreement the Service Provider shall sign the contract.</p>
<p>ITSP 36.1</p>	<p>Performance Security shall be provided within seven (07) working days of issuance of Lette of Award.</p>

Section 3 – Eligibility and Responsiveness Criteria

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1. Eligibility and Responsiveness Criteria

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

1.1 Incorporation/Registration

A Service Provider must be sole proprietor, or a firm or a company. In case of Firm or Company it shall be incorporated in/registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
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1.2 Conflict of Interest

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

Registered with FBR for income tax and reflected on active taxpayer list.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
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1.4 Registration with KPRA

Registered with KPRA for sales tax on Services.	must meet requirement	not applicable	not applicable	not applicable	Schedule 2 along with attachments
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1.5 Not Blacklisted

An affidavit on e-stamp paper worth PKR. 150 or above duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity.	must meet requirement	not applicable	not applicable	not applicable	Certificate on stamp paper worth PKR. 150 or above duly notarized to the effect submitted with schedule 2
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1.6 Licensed by Pakistan Customs and registered with relevant authorities

Licensed by Pakistan Customs and registered with relevant authorities, if any.	must meet requirement	not applicable	not applicable	not applicable	Valid license and relevant registrations submitted with schedule 2
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1.7 Contractual Experience

Executed or on-going at least three (03) projects/contracts in last five (05) years related to custom clearance of vehicles, or heavy machinery or Electric/ Diesel Hybrid mass transit fleet.	must meet requirement	not applicable	not applicable	not applicable	Schedule 3 along with attachments.
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Section 4 - Bidding Forms

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Proposal Submission Letter

Date:

Request for Proposal Document No.:

To:

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

I/We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 7.
- (b) We offer to execute in conformity with the Request for Proposal Document the following Services: Provision of **“Title of Services”**
- (c) The total price of our Proposal is:

[amount in words], [amount in figures]

The total proposal price from the Schedule for Breakup of Prices should be entered by the service providers inside this box. Absence of the total proposal price in the Proposal Submission Letter may result in the rejection of the proposal.

- (d) Our proposal shall be valid for a period of 150 days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our proposal is accepted, we commit to obtain a performance security in accordance with the Request for Proposal Document.
- (f) We are having nationality of Pakistan.
- (g) We do not have any conflict of interest.
- (h) We are not participating, as a Bidder in more than one Proposal in this bidding process.

- (i) We have never been blacklisted from any provincial or federal public entity.
- (j) We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of Authorized Representative

Designation

Sign & Seal

Name of Service Provider

Date

Schedules

Schedule-1
Breakup of Proposal Prices

Sr.	Description of Service	Quantity of Buses (A)	Unit rate per bus (inclusive of all applicable taxes including sales tax/KPRA) (B)	Total rate (inclusive of all applicable taxes including sales tax/KPRA) C = A * B
1	Provision of services as stipulated under Schedule of Requirements.	50		

NOTE:

Name of Authorized Representative

Designation

Sign and Seal

Name of Service Provider

Date

Schedule-2

Service Provider's Information Sheet

Service Provider's Information	
Service Provider's legal name	
Service provider's country of constitution	
Service provider's year of constitution	
Service provider's Year of registration with FBR for income tax	
Service provider's Year of registration with KPRA for sales tax on service	
Service provider's legal address in country of nationality/constitution	
Service provider's authorized representative (Name, address, telephone number(s), fax number(s), e-mail address)	
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> 1. certificate of registration with registrar of firm (in case of firm) or Security and Exchange Commission of Pakistan (in case of company)</p> <p><input type="checkbox"/> 2. Certificate of Registration with FBR and reflected on Active Taxpayer List (ATL).</p> <p><input type="checkbox"/> 3. Certificate of Registration with KPRA for Sales Tax on Services.</p> <p><input type="checkbox"/> 4. An affidavit on stamp paper worth PKR. 150 or above duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity.</p> <p><input type="checkbox"/> 5. Valid license issued by Pakistan Customs and other relevant authorities;</p> <p><input type="checkbox"/> 6. Certificate of non-blacklisting.</p>	

Schedule-3

Contractual Experience

Each Service Provider must fill out this form.

Contract of Similar Size and Nature		
Contract No of	Contract Name	
Award Date	On Going/Completion Date:	
Total Contract Amount	PKR.	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.7 of Section 3 (Eligibility and Responsiveness Criteria)		
<input type="checkbox"/> Attached Letter of Award/Acceptance or contract agreement or any other credible record to substantiate information provided in Schedule 3.		

**Schedule 4
Bid Security
(Bank Guarantee)**

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

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

Date:

Bid Security No.:

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

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

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

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

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

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

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

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

Schedule 5
Authorization/Power of Attorney

[For a Service Provider participating in the bidding through a representative]
[To be submitted on E-stamp paper of PKR. 150 and duly notarized]
[Incomplete/partially filled authorization/Power of Attorney or person authorizing signatory being incompetent shall be treated as deficient]

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

WITNESSETH

WHEREAS the Grantor intends to submit a proposal to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as "the Procuring Entity"), in respect of _____ [Insert Name of Procurement/Service] (hereinafter, referred to as "the Services"), and to do the follow up related actions (hereinafter, jointly referred to as "the Transaction"), and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Service Providers contained in the Request for Proposal Document (RFP), for the Services, warrants submission of a Power of Attorney to the said appointment.

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

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

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

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

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

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

This Power of Attorney has not been revoked, amended or modified and remain valid and binding on the Granter.

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

WITNESSES:

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

[INSERT NAME OF THE GRANTOR]
[Signature, Name, Designation, and

1. _____

2. _____

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

SCHEDULE OF REQUIREMENT (SOR)

CONSULTANCY SERVICES FOR ENGAGEMENT OF CUSTOM CLEARANCE AGENT (CCA) FOR DIESEL HYBRID/ ELECTRIC BUSES FOR TRANSPESHAWAR

1. BACKGROUND

TransPeshawar (The Urban Mobility Company) is undertaking the procurement and import of a new fleet of buses to enhance public transport services. Initially, fifty-two (52) diesel-hybrid buses are planned for import.

During the contract period, there is a likelihood of fleet expansion including electric buses, TransPeshawar intends to engage a qualified and experienced Custom Clearance Agent (CCA) to provide end-to-end customs clearance and related logistics coordination services at Pakistani ports, dry ports, or border stations.

2. SCOPE OF SERVICES

The Custom Clearance Agent shall provide comprehensive services including, but not limited to, the following:

2.1 Pre-Arrival & Documentation Support

- i. Review and vet all shipping and commercial documents including Invoice, Packing List, Bill of Lading/AWB, Certificate of Origin, Insurance Certificate, and any other required documents.
- ii. Classification of buses and associated items under the Pakistan Customs Tariff (PCT).
- iii. Advance consultation on applicable customs duties, taxes, exemptions, concessions, and SROs (including those applicable to electric and hybrid vehicles).
- iv. Coordination with OEMs, freight forwarders, and shipping lines for accurate documentation.

2.2 Customs Clearance & Port Handling

- i. Filing of Goods Declarations (GD) through Pakistan Customs systems (PSW or any successor system).
- ii. Liaison with Customs, Port Authorities, Terminal Operators, and other regulatory bodies.
- iii. Arrangement and supervision of physical examination, scanning, and sampling (if required).

- iv. Clearance of buses, spare parts, batteries, chargers, and related equipment, if any.

2.3 Regulatory & Statutory Compliance

- i. Obtaining and coordinating approvals/NOCs from relevant authorities, including but not limited to:
 - a. Pakistan Customs
 - b. Engineering Development Board (EDB)
 - c. Ministry of Commerce (if applicable)
 - d. Environmental or Energy authorities (for electric buses)
 - e. Port Qasim / Karachi Port Trust / Dry Ports
 - f. Pakistan Telecommunication Authority
- ii. Compliance with all prevailing customs laws, rules, SROs, and trade policies of Pakistan.

2.4 Post-Clearance & Delivery Support

- i. Arrangement of gate passes and release orders.
- ii. Coordination for safe dispatch and inland transportation of buses to designated depots or yards.
- iii. Resolution of any post-clearance objections, audits, or queries raised by Customs authorities.

2.5 Expansion & Variability Clause

- i. The CCA shall be capable of handling an increase in the number of buses during the contract period at the same agreed unit rates.
- ii. The scope shall automatically extend to additional buses, whether diesel-hybrid or fully electric, without the need for a fresh contract.

3. DELIVERABLES

- i. Timely clearance of all consignments with minimal dwell time.
- ii. Duty and tax assessment sheets for each consignment.
- iii. Copies of cleared GDs, payment receipts, and release documents.
- iv. Monthly summary report of cleared consignments, issues faced, and resolution status.

- v. ITS equipment installed in Bus & their IMEI Nos. to be whitelisted at the time of bus clearance. There are 4 IMEI nos. per bus.

4. DURATION OF CONTRACT

- i. The contract shall be valid for one (1) year, extendable based on satisfactory performance and procurement requirements.
- ii. The contract shall cover multiple shipments and phased arrivals of buses and associated equipment.

5. QUALIFICATION & EXPERIENCE REQUIREMENTS

The Custom Clearance Agent must:

- i. Be licensed by Pakistan Customs and registered with relevant authorities.
- ii. Executed or on-going at least three (03) projects in last five (05) years related to clearance of vehicles, or heavy machinery or Electric/ Diesel Hybrid mass transit fleet.

6. PERFORMANCE STANDARDS

- i. Adherence to agreed timelines and regulatory compliance.
- ii. No penalties, demurrages, or fines attributable to negligence or incorrect documentation by the CCA.
- iii. Immediate escalation and resolution of clearance bottlenecks.

7. PAYMENT TERMS

- iv. Payment shall be made on consignment based.
- v. Rates shall remain valid for the initial quantity and any increase in the quantity.
- vi. Taxes, duties, and government charges shall be paid directly by TransPeshawar (unless otherwise agreed).

8. CONFIDENTIALITY & INTEGRITY

- i. The CCA shall maintain strict confidentiality of all commercial and contractual information.
- ii. Any misrepresentation, malpractice, or non-compliance shall result in termination of the contract.

9. PAYMENT SCHEDULE (BATCH-WISE)

- i. Payment shall be made on a batch-wise clearance basis, corresponding to each shipment or lot (batch) of buses as per the below table

S. No	Description	Unit	Service cost in PKR with taxes per unit	Remarks
1	Bus (Diesel Hybrid or Electric)	Bus		

- ii. A batch shall mean a consignment or shipment of buses (with or without associated spare parts, batteries, and chargers) arriving under a single Bill of Lading or Goods Declaration.
- iii. The agreed per-bus unit rate shall apply uniformly for each batch for the initial quantity of 52 buses and for any subsequent increase.

10. PAYMENT MILESTONES (PER BATCH):

- i. Submission of a consolidated invoice for the cleared batch.
- ii. Verified copies of:
- a. Cleared Goods Declaration(s) (GD)
 - b. Customs duty and tax assessment sheets
 - c. Proof of payment of statutory duties/taxes (if applicable)
 - d. Gate pass / delivery or release order from port or terminal
- iii. Payment for each batch shall be processed after successful clearance and release of the entire batch.
- iv. Partial payments within a batch shall not be entertained unless approved by the competent authority due to exceptional circumstances.
- v. Any demurrage, detention, penalties, or additional charges arising due to negligence, misclassification, or delays attributable to the Custom Clearance Agent shall be borne by the Agent and shall be deductible from the batch payment.

10. COST RATIONALE

The cost structure for engaging a Custom Clearance Agent is justified based on the following considerations:

- i. **Volume & Complexity:** Clearance of 52 buses which involves high-value consignments, phased shipments, and complex documentation.
- ii. **Technology-Specific Handling:** Diesel-hybrid and electric buses require specialized handling, particularly for lithium-ion batteries, chargers, and high-voltage components.
- iii. **Regulatory Coordination:** Engagement with multiple regulatory bodies (Pakistan Customs, EDB, Port Authorities, energy/environmental regulators) increases coordination effort and professional risk.
- iv. **Time Sensitivity:** Delays directly impact fleet induction schedules, public service delivery, and may lead to demurrage costs.
- v. **Risk Mitigation:** Professional clearance minimizes exposure to penalties, mis-declarations, and post-clearance audit issues.
- vi. **Economies of Scale:** A per-bus unit rate which ensures cost efficiency while maintaining service continuity.

11. GOVERNING LAW

- i. The contract and TORs shall be governed by the laws and regulations of the Islamic Republic of Pakistan.

CUSTOMS CLEARANCE SERVICES AGREEMENT

This Customs Clearance Services Agreement (“Agreement”) is made at Peshawar on this ____ day of _____ 2026.

BETWEEN

M/s TransPeshawar (The Urban Mobility Company), a company incorporated under Section 42 of the Companies Act, 2017, having its registered office at 1st Floor, KPUMA Building, Chamkani, Peshawar (hereinafter referred to as “TransPeshawar” or the “Company”, which expression shall, where the context so permits, include its successors and assigns);

AND

M/s _____, a Customs Clearance Agent licensed by Pakistan Customs, having its office at _____ (hereinafter referred to as the “CCA” or the “Agent”, which expression shall include its successors and permitted assigns).

TransPeshawar and the CCA are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

1. Definitions

“Services” means the customs clearance, regulatory coordination, documentation, and related support services to be performed by the CCA as described in the TORs attached as Schedule-I.

“Consignment” or “Batch” shall have the meaning assigned in Schedule-I (TORs).

“Applicable Laws” means all laws, rules, regulations, SROs, customs procedures, trade policies, and regulatory requirements of the Islamic Republic of Pakistan.

“Goods” means buses and associated equipment imported by TransPeshawar.

2. APPOINTMENT

TransPeshawar hereby appoints the CCA as a non-exclusive Customs Clearance Agent to perform the Services, and the CCA accepts such appointment, subject to the terms and conditions of this Agreement and Schedule-I (TORs).

This appointment shall not grant any exclusive right to the CCA, and TransPeshawar reserves the right to engage other agents or perform any part of the Services itself.

3. SCOPE OF SERVICES

The CCA shall perform the Services strictly in accordance with Schedule-I (Terms of Reference – TORs), which shall form an integral and binding part of this Agreement.

In case of any inconsistency, the Agreement shall prevail, followed by the TORs.

4. OBLIGATIONS OF THE CCA

The CCA shall perform the Services with due professional skill, care, diligence, and in accordance with internationally accepted customs clearance practices and comply with all Applicable Laws.

The CCA shall ensure correctness and completeness of all declarations, submissions, documentation, and filings made on behalf of TransPeshawar and promptly inform TransPeshawar of any regulatory issue, delay, objection, or non-compliance affecting the clearance process.

The CCA shall nominate an authorized focal person available at the relevant port(s) during clearance operations.

5. CUSTOMS CLASSIFICATION & DECLARATIONS

The CCA shall be responsible for correct customs classification, proper declaration, and applicable concessions/exemptions as required under Applicable Laws and the TORs.

The CCA shall obtain written confirmation from TransPeshawar before filing any declaration involving discretionary interpretation of tariff headings or exemptions.

6. DEMURRAGE, PENALTIES & LIABILITY

Any demurrage, detention, penalty, fine, additional duty, or charge arising due to negligence, delay, incorrect declaration, misclassification, or documentation error attributable to the CCA shall be borne by the CCA and may be deducted from payments due.

8. OBLIGATIONS OF TRANSPESHAWAR

TransPeshawar shall provide necessary documents and authorizations, pay statutory duties and taxes (unless otherwise agreed), and facilitate coordination with OEMs and suppliers where required.

9. PAYMENT TERMS

Payment shall be made strictly in accordance with the payment mechanism and milestones specified in Schedule-I (TORs).

No payment shall become due until the relevant consignment/batch has been successfully cleared and released and the supporting documents specified in the TORs have been submitted and verified by TransPeshawar.

10. TERM

This Agreement shall remain valid for the duration specified in the TORs and may be extended by TransPeshawar subject to satisfactory performance.

11. CONFIDENTIALITY

The CCA shall keep confidential all technical, commercial, contractual, and operational information obtained during performance of the Services and shall not disclose it without prior written consent of TransPeshawar, except where required by law.

12. INDEMNITY

The CCA shall indemnify and hold harmless TransPeshawar, its officers and employees from any loss, claim, liability, penalty, or expense arising out of negligence, incorrect declaration, regulatory non-compliance, or breach of this Agreement.

13. TERMINATION

TransPeshawar may terminate this Agreement, without compensation, by written notice if the CCA commits a material breach, regulatory license is suspended or revoked, misrepresentation or malpractice occurs, or performance remains unsatisfactory.

Termination shall not relieve the CCA from liabilities arising prior to termination.

14. FORCE MAJEURE

Neither Party shall be liable for failure to perform obligations due to events beyond reasonable control, provided written notice is given promptly and reasonable mitigation measures are taken.

15. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall first be resolved amicably. Failing amicable settlement, the matter shall be referred to the competent courts of Peshawar.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

17. ENTIRE AGREEMENT

This Agreement together with Schedule-I (TORs) constitutes the entire agreement between the Parties.

18. SCHEDULES

Schedule-I: Terms of Reference (TORs) – Consultancy Services for Engagement of Customs Clearance Agent (CCA) for Diesel Hybrid/Electric Buses for TransPeshawar (to be attached and signed by both Parties).

Signature and seal of the Company:

Chief Executive Officer
TransPeshawar (The Urban Mobility
Company)
CNIC:

Signature and seal of the CCA:

Name,
Address
CNIC:
Title:

Witness 1:

Name:
CNIC:
Title:

Witness 2:

Name:
CNIC:
Title:

Performance Guarantee

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

Beneficiary: Chief Executive Officer, TransPeshawar (The Urban Mobility Company)

Date:

Performance Guarantee No.:

We have been informed that [name of Service Provider] (hereinafter called "the Service Provider") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of in PKR [amount in words and figures], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year], and any demand for payment under it must be received by us at this office on or before that date.

.....
[Signature(s) and seal of bank (where appropriate)]

Letter of Award

[on letterhead paper of the Procuring Entity]

[date

To: [Name and address of Service Provider]

Subject: [Letter of Award Contract No.]

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity: