

REQUEST FOR PROPOSAL

RFP No.: TPC/Audit/OCB/Services/PA/2025-26/001

Conduction of Performance Audit of TransPeshawar

TransPeshawar

Issued on: *February 18, 2026*

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Section 1: Letter of Invitation

1. TransPeshawar (The Urban Mobility Company) invites technical and financial proposals to provide the consulting services for “**Conduction of Performance Audit of TransPeshawar** ”. Details about the required services are provided in Section 5: Terms of Reference.
2. The Consultant will be selected using a Single Stage - Two Envelope bidding procedure with Least Cost System (LCS) of Selection as described in this RFP, in accordance with the Khyber Pakhtunkhwa Procurement Regulatory Authority (KPRA) rules 2014.
3. The RFP includes the following additional documents:
 - i. Section 1 – Letter of Invitation
 - ii. Section 2 - Instructions to Consultants (including Data Sheet)
 - iii. Section 3 - Technical Proposal - Standard Forms
 - iv. Section 4 - Financial Proposal - Standard Forms
 - v. Section 5 - Terms of Reference
 - vi. Section 6 - Agreement
4. It is mandatory for the Consultants to submit proposals using the Standard Forms furnished in Section 3 and Section 4 of this RFP. Proposals that are not submitted in the prescribed format may be disqualified. If any information required in the forms is found missing or written elsewhere, no credit shall be given in the relevant section of the evaluation.
5. The Procuring Entity shall hold a pre-proposal conference at its office as mentioned in the data sheet. Interested Consultants are strongly encouraged to attend the pre-proposal conference.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the jurisdiction of the province of Khyber Pakhtunkhwa & Islamic Republic of Pakistan, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Authority" means Khyber Pakhtunkhwa Public Procuring Regulatory Authority.
- (d) "Consultant" means a legally- established professional consulting firm or company or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture that provide the Services to the Procuring Entity under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (g) "Day" means a calendar day.
- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (i) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV during bidding process and, in the event joint venture is awarded the Contract, during contract execution and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (k) "ITC" (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (l) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) "Procuring Entity (PE)" means TransPeshawar (The Urban Mobility Company).

- (n) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) "RFP" means the Request for Proposal to be prepared by the Procuring Entity for the selection of consultants, based on the STANDARD RFP.
- (p) "Services or Consulting Services" means the work to be performed by the Consultant pursuant to this Contract.
- (q) "STANDARD RFP" means the Standard Request for Proposal, which must be used by the Procuring Entity as the basis for the preparation of the RFP.
- (r) "Sub-Consultant" means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Entity during the performance of the Contract.
- (s) "TORs" (Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the PE.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm/ company that has been

engaged by the Procuring Entity to provide goods, works, consulting or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, consulting or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works, non-consulting services or consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Entity.

c. Conflicting relationships

(iii) Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional staff of the Procuring Entity, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Entity throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

5. Corrupt Practices

5.1 The law requires compliance with Regulatory Framework in regard to corrupt practices as set forth in Rule 44 of Khyber Pakhtunkhwa Public Procurement Goods Works and Services Rules, 2014.

5.2 Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

6. Eligibility

6.1 The Procuring Entity requires the Consultant to eligibility requirements as stipulated in the **Data Sheet**.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the relevant/ applicable eligibility requirements.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A Consultant declared blacklisted by the Procuring Entity or other Public Entities in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the PEs whichever is later.

b. Restrictions for Government-Owned Enterprises

6.3.3 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the PE.

c. Restrictions for public employees

6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if

they:

(i) are on leave of absence, or have resigned or retired;

(ii) are not being hired by the same Entity they were working for before going on leave, resigning, or retiring;

(in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same Entity); and

(iii) would not create a conflict of interest if hired.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including member(s) of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

**12. a. Proposal
Validity**

12.1 Proposals shall remain valid for the period specified in the **Data Sheet** after the Proposal submission deadline prescribed by the Procuring Entity.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment.

**b. Performance
security**

12.4 The successful Consultant's Proposal Bid Security will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security as specified in **Data Sheet**.

12.5 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Entity for the period of time indicated in the **Data Sheet** along with forfeiture of bid security:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.11 or

(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

(i) sign the Contract, or

(ii) furnish the required performance security

**c. Extension of
Validity Period**

12.6 If considered necessary, an extension can be made in case of exceptional circumstances. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.

12.7 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.8 The consultant has the right to refuse to extend the validity of its proposal, without forfeiture of his bid security, in which case such proposal will not be further evaluated.

d. Substitution of Key Experts at Validity Extension

12.12 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. Finally, the Procuring Entity shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

e. Sub-Contracting

12.14 Sub-contracting of whole of the Services is not allowed.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Entity on or before the Pre-Proposal meeting as indicated in **Data Sheet**. Any request for clarification must be sent through EPADS. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it should do so by issuing addendum or corrigendum. If the amendment is substantial, the Procuring Entity may extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission deadline, subject to EPADS system allowance. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals

14.1 An Association (Joint Venture/ Consortium or Sub- Contractors) will only be allowed if expressly mentioned in the RFP, as the case may be.

14.2 The Procuring Entity has indicated in the **Data Sheet** whether the Contract would be "**Lump Sum Contract**" [in which the content, duration of the services and the required output are unambiguously defined]; "**Time Based Contract**" [when it is difficult to define the scope and the length of services]; "Hourly or Daily Rates Contracts" [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet [*The Procuring Entity may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded*].

14.3 For assignments under the "lump sum Contracts", total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. For time-based Contracts, input time for the key experts may also be indicated. A Procuring Entity may specify any other requirement related to the assignment or Contract.

14.4 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his bid and of the rates and prices entered in the bid.

14.5 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Work.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Taxes

16.2 The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

b. Currency of Proposal

16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

c. Currency of Payment

16.4 Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising Technical Proposal and Financial Proposal in accordance with Clause 10 (Documents Comprising Proposal). The submission of proposal shall be through EPADS on or before the deadline as indicated in **Data Sheet**.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2. A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office.

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

17.4 Once signed and stamped, each Proposal (Technical and Financial) shall be scanned and compiled into separate **PDF files**.

17.5 The files shall be clearly named as:

- *“Technical Proposal for [Name of Assignment] – [Name of Consultant]”*

- “Financial Proposal – [Name of Assignment] – [Name of Consultant]”

17.6 If more than one version of a file is uploaded, the version most recently uploaded **before the deadline** will be considered the **Final/Original Proposal**.

17.7 Physical sealing of proposals is not required. However, Consultants must ensure that Technical and Financial Proposals are uploaded in **separate clearly named PDF files** as stipulated above. 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 proposals.

- i. Original Bid Security

Procuring Entity Address:

Attention: Chief Executive Officer (CEO), TransPeshawar

Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan

17.8 Any document required in original form (e.g., bid security etc.) shall be sealed in an envelope, clearly marked with:

- Bidder's name and address;
- Title of the assignment; and
- The words “Original Bid Security for [Name of Assignment]”.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by the Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Entity's procurement committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives, who choose to attend, on the date and time as indicated in the **Data Sheet**).

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of bid security; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Procuring Entity's procurement 180 evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.2 Procuring Entity may, if necessary, after the opening of the proposals, seek and accept such clarifications of the proposal as do not change the substance of the proposal.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Entity's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. In case of failure to sign the contract with the highest ranked bidder, the procuring Entity may proceed with next highest ranked bidder.

23. Public Opening of Financial Proposals (for QCBS and LCS methods)

23.1 After the technical evaluation is completed, the Procuring Entity shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Procuring Entity's procurement committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 24. Correction of Errors** 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts** 24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's procurement committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts** 24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, inclusive of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes** 25.1 The Consultant price for the Services shall be inclusive of all Applicable taxes and deduction shall be made by TransPeshawar in accordance with the Applicable Law
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations as per the regulatory framework.
- b. Quality-Based Selection (QBS)** 27.2 In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per the regulatory framework.
- c. Least-Cost Selection** 27.3 In the case of Least-Cost Selection (LCS), the Procuring Entity will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.
- D. Negotiations and Award**
- 28. Negotiations** The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.
- a. Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity may proceed to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect. Negotiations shall not seek changes in the rates quoted by the bidder.

c. Financial Negotiations

28.6 No financial Negotiations shall be allowed except as provided in KP Procurement Rules, 2014.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initiated by the Procuring Entity and the Consultant's authorized representative.

29.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Entity will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

29.3 Grievance Period: The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the PE has transmitted to each consultant the Notification of Bid Evaluation Report and hoisting on the website of the Authority.

29.4 Notification of Bid Evaluation Report: The PE shall send to the Consultant, the Bid Evaluation Report in accordance with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Service Rules;

29.5 Notification of Award: Upon expiry of the grievance period and/ or upon satisfactorily addressing any complaint that has been filed within that period, the PE shall, send a notification of award to the successful consultant, confirming the PE intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.

29.6 PE will notify the successful bidder in writing by a registered post/in person that he has been declared as a successful bidder and shall be provided with the letter termed as "Letter of Acceptance / Letter of Award".

29.7 The notification of award will constitute the formation of a contract after fulfilling of all the requirements of LOA, until the Contract has been executed.

29.8 RFP shall be read as integral part of the Contract.

29.9 PE reserve the rights to cancel/terminate the LOA upon non fulfilment of the clauses of RFP / LOA.

30. Bid Security

30.1 Consultants shall submit Bid Security to the amount and in the shape as provided in data sheet. The bid security shall be issued by a bank scheduled in Pakistan, in favor of "Chief Executive Officer TransPeshawar", in Pak Rupees (PKR), sealed in envelope, in original, in hard form, on or before the closing date to the Procuring Entity on the given address by hand or through surface mail. The consultant shall also place a copy (in soft form) of bid security in PDF within technical proposal submitted through EPADS. Failure of Consultant to submit bid security of requisite manner, shape, form and amount shall lead to disqualification/non-responsiveness of Consultant and Financial Proposal of the consultant will be returned unopened.

30.2 Release of bid security of unsuccessful bidders should be after submission of performance security by the successful bidder.

30.3 The Bid Security is required to protect the Procuring Entity against the risk of Consultant's conduct which would entitle the Procuring Entity for forfeiture of bid security.

30.4 Any Proposal not accompanied by a Bid Security shall be rejected by the Procuring Entity as non-responsive.

30.5 The Proposal's Bid Security of a Joint Venture/ Consortium must be in the name of the lead partner of the Joint Venture/ Consortium submitting the Proposal.

31. Stamp Duty

31.1 Successful consultant shall be required to submit Stamp duty under stamp duty act 1899 for signing of contract as specified in **Data Sheet**.

**Instructions to Consultants
E. Data Sheet**

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Entity: TransPeshawar (The Urban Mobility Company)</p> <p>Procurement Ref. No. TPC/Audit/OCB/Services/PA/2025-26/001</p> <p>Name of Services: Hiring of Consultant for “Conduction of Performance Audit Of TransPeshawar”</p> <p>Method of selection: Least Cost Method of Selection (LCS)</p>
2.2	The Consultants are required to submit both Technical Proposal and Financial Proposal in separate PDF files in accordance with ITC 17.
2.3	<p>Pre-bid meeting will be held as per following details:</p> <p>Date: February 26, 2026, 11:30 AM (PST)</p> <p>Address: 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan</p>
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As provided in the ToR, if any.
6.1	<ul style="list-style-type: none"> (a) Registration with Registrar of Firms or SECP for Companies and LLP; (b) Registration with FBR and reflected on Active Tax Payer List; (c) Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA); (d) Has overall experience of at least five years; (e) Has specific experience of performance audit; (f) Not Blacklisted from any public entity in Pakistan.
B. Preparation of Proposals	
9.1	<p>The language of the Bid is <i>English</i>.</p> <p>All correspondence shall be in English</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal:</p> <ol style="list-style-type: none"> 1. Technical Proposal Submission Form 2. Power of Attorney to sign the Proposal 3. Affidavit to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects. 4. Declaration on stamp paper that the consultant has never been blacklisted by any Government Department/ Authority/agency/company.

	<p>5. Integrity Pact on Duly notarized Stamp paper of PKR 150 or above;</p> <p>6. Documentary proof/relevant documents for eligibility of Consultant in Accordance with ITC 6.1</p> <p>7. TECH-1</p> <p>8. TECH-2</p> <p>9. TECH-3</p> <p>10. TECH-4</p> <p>11. TECH-5</p> <p>12. TECH-6</p> <p>13. TECH-7</p> <p>Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3.</p> <p>(4) FIN-4</p> <p>(5) FIN-5</p>
10.2	The Consultant shall submit an Integrity Pact on Stamp paper of PKR 150 or above and duly notarized.
12.1	Proposals shall be valid for 150 days
12.7	The successful consultant shall be under an obligation to submit performance security 10% of contract price in the form of CDR/DD/PO/ Bank Guarantee within 10 days of issuance of Letter of Award by PE.
12.8	The consultant will be ineligible to bid for a period of 5 years.
13.1	Clarifications may be requested till 05:00 PM, February 26, 2026 via EPADS.
14.2	The Contract shall be "Lump Sum" Contract and the method of Selection shall be Least Cost System of Selection.
14.3	"Lump sum Contracts", total available budget of the assignment is Rs 5 million (inclusive of taxes).
15.3	The Consultant shall be required to submit Full Technical Proposal in accordance with Request for Proposal Documents. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	This is a lump sum consultancy contract; therefore, the Consultant is required to propose a single lump sum price that includes all costs related to the performance of the Services, including but not limited to remuneration, out of pocket expenses, per diem allowances, travel, accommodation, office overheads, backstopping support, taxes, profits and communication expenses. Financial proposal shall include breakdown of cost on given formats provided in Section 4 for information purposes only. This breakdown shall not be used for financial evaluation or payment purposes.
16.2	A price adjustment provision, especially w.r.t changes in taxes/ rates/ fees/ duties if any, applies to remuneration rates or lump sum price: Not applicable
16.3	The currency for proposal is Pakistani Rupees. (PKR)

C. Submission, Opening and Evaluation

17.1	The deadline for submission of Proposals is: Date: March 10, 2026 Time: 11:30 AM (PST)
19.1	Technical Proposals shall be opened on: Date: March 10, 2026 Time: 12:00 PM (PST)
21.1	In first instance eligibility of the consultants in accordance with criteria stipulated under ITC 6.1 shall be assessed. The Consultants not meeting eligibility requirements shall be rejected as non-responsive and will not be consider for detailed technical evaluation as per criteria, sub-criteria and point system given below for evaluation of Technical Proposal.

21.1	Criteria	Sub-Criteria	Max. Points
	1. Firm Existence	Total experience in years (2 mark for each five years of experience)	10
	2. Relevant Experience		40
		Performance audits performed in last 5 years (5 Marks for each assignment) (Only performance audits performed of Public Sector Companies and Public Limited Companies will be considered).	20 Marks
		Audit assignments performed in last 5 year (2 mark for each assignment). (Only audits performed of Public Sector Companies and Public Limited Companies will be considered).	20 Marks
	3. Team Composition and Qualification	30% weightage will be given to matching qualification and 70% to experience as described in the TORs.	50
	Position K1	Lead Auditor/Team Lead	05
	Position K2	ITS Specialist	05
	Position K3	Transport / Traffic Management Specialist	05
	Position K4	Safety and Compliance Auditor	05
	Position K5	Infrastructure specialist	05
	Position K6	Human resource specialist	05
	Position K7	Legal expert	05
	Position K8	Procurement specialist	05
	Position K9	Communication specialist	05
	Position K10	Business development specialist	05
	Total		100
The minimum technical score (St) required to pass is: 70%			

	Financial proposal of qualifying firms will be opened and carry forward for evaluation. The allocated marks will be rounded up to one decimal places. The lowest qualified bidder will be selected
23.1	An online option of the opening of the Financial Proposals is offered: Yes
26.1	Not applicable
27.1	The qualifying score is 70 marks. Financial proposal of qualifying firms will be opened and carry forward for evaluation. The allocated marks will be rounded up to one decimal places. The lowest qualified bidder will be selected
28.1	Expected date and address for Contract negotiations: Date: will be communicated later through notification. Address: 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan
30.1	The Bid Security shall be to the amount of 02 percent of total proposal price in shape of CDR/DD/Pay Order in the name of "Chief Executive Officer TransPeshawar"

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Team Composition and Task Assignments
- TECH-4 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-5 Staffing Schedule
- TECH-6 Work Schedule
- TECH-7 Affidavit

FORM TECH-1 Technical Proposal Submission Form

{Location, Date}

To

Chief Executive Officer (CEO),
TransPeshawar (The Urban Mobility Company),
1st Floor, KPUMA Building, Main BRT Depot,
Opposite NHA Complex, Main GT Road,
Peshawar, KPK, Pakistan.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **{Insert title of assignment}** in accordance with your Request for Proposal dated **{Insert Date}** and our Proposal. We hereby agree to the term and conditions of the Request for Proposal and any addenda thereof. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity.

(b) Our Proposal shall be valid and remain binding upon us for a period of 150 days in accordance with ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Entity.

(e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ToR/contract agreement.

We understand that the Procuring Entity is not bound to accept any Proposal that the Procuring Entity receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant {Firm or Company's name}:

In the capacity of:

Address:

Contact information {phone and e-mail}:

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (three pages) description of the background and organization of your entity (including organogram) and each associate for this assignment.]

1. Background:
2. Chief Executive Officer
3. Board of Directors / Partners.
4. Departmental Structure.
5. Organogram

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your entity, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months (by your entity) on the assignment:
Start date (month/year): Completion date (if applicable): (month/year):	1. Total value of the consultancy agreement: 2. Value of consultancy services provided by your firm/company under the agreement (in current PKR):
Name of associated Consultants, if any:	Number of professional staff-months provided by associated Consultants:
Name of senior professional staff of your entity involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project (<i>You may attach one extra sheet-one side only</i>):	
Description of actual services provided by your staff within the assignment:	
<ol style="list-style-type: none"> 1. Entity Name: 2. Certificate by the Client / Employer that the work was successfully completed by the consultant (if the project is completed). 	

FORM TECH-4 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm/Entity** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No** (if Pakistani): _____ **or Passport No:** _____

6. **Education:**

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. **Membership of Professional Associations:** _____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project & Location: _____ Cost of Consultancy _____
Date of Start (Month/Year): _____ Date of Completion (Month/Year): _____ Actual
time spent on the project: _____ in months.
Client: _____ Main project features: _____
Positions held: _____
Activities performed: _____

2) Name of assignment or project & Location: _____ Cost of Consultancy: _____
Date of Start (Month/Year): _____ Date of Completion (Month/Year) _____
Actual time spent on the project: _____ in months.
Client: _____ Main project features: _____ Positions held: _____
Activities performed: _____

[Unroll the project details group and continue numbering 3,4 & 5,]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member] *Day/Month/Year*

Full name and signatures of authorized representative: _____

FORM TECH-5 STAFFING SCHEDULE¹

Full time input
Part time input



Year: _____																	
N°	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
Subtotal																	
Local																	
1		Home]															
		Field]															
2																	
n																	
Subtotal																	
Total																	

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH- 7
(AFFIDAVIT)

[To be printed on PKR 150 or above Stamp Paper, duly notarized. To be attached with Technical Proposal]

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by procuring Entity if the Procuring Entity, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *TransPeshawar* as deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *TransPeshawar*. The undersigned further affirms on behalf of the entity that:

- (i) The entity is not currently blacklisted by any public Procuring Entity in Pakistan.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the entity shall be blacklisted as per Law/ Rules.
- (iii) All the information is correct to the best of my knowledge and belief.

[Name of the Consultant/entity] undertakes to treat all information provided as confidential.

Signed by an authorized Representative of the consultant

Name and Title of the Signatory: _____

Name of Consultant: _____

Date: _____

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

[Comments within brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Chief Executive Officer (CEO),
TransPeshawar (The Urban Mobility Company),
1st Floor, KPUMA Building, Main BRT Depot,
Opposite NHA Complex, Main GT Road,
Peshawar, KPK, Pakistan.

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us up to the expiry of the validity period of the Proposal, i.e. before the date indicated in Clause no. 12.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Total Costs
	Pak Rupees (inclusive of all applicable taxes)
Total Costs of Financial Proposal ¹	

1 Total cost must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² <hr/> <hr/>	Description:³ <hr/> <hr/>
<i>Cost component</i>	Costs
	Pak Rupees
Remuneration ⁴	
Reimbursable Expenses ⁴	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-6.
- 3 Short descriptions of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5. Reimbursable expenses include costs other than man-months.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description¹	Unit	Unit Cost²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests/surveys.		
	Sub agreements		
	Local transportation costs		
	Training of the Client's personnel		

- 1 Delete items that are not applicable or add other items according to Clause 3.6 of the Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.

SECTION 5: TERMS OF REFERENCE

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Terms of Reference

Performance Audit of TransPeshawar

Background:

TransPeshawar is a public company registered under Companies Act as a not for profit organization wholly owned by the Government of Khyber Pakhtunkhwa and operates under the KPUMA Act. TransPeshawar is responsible for providing public transportation services in Peshawar. With increasing demand, operational complexity, and financial accountability, it is essential to assess the efficiency, effectiveness, and economy of its operations. This performance audit will help identify areas for improvement and ensure that public funds and assets are managed responsibly.

Purpose of Audit:

The primary purpose of the performance audit is to evaluate how effectively and responsibly TransPeshawar delivers its mandate by assessing the following areas:

- Evaluate the adequacy and effectiveness of the existing governance framework to ensure accountability and transparent decision-making.
- Verify strict adherence to applicable laws, statutory regulations, contractual obligations, and internal organizational policies.
- Assess the robustness of internal control mechanisms across all departments to mitigate risks and prevent leakages.
- Assess the delivery of services against the available human resources and make recommendation of measuring performance.
- Review the efficiency of core operational processes, including fleet management, maintenance scheduling, and departmental coordination.
- Evaluate the effectiveness of route planning and the integration of Intelligent Transport Systems (ITS) in driving operational data accuracy.
- Assess the organization's overarching methodology and its technical capacity to manage daily transit operations effectively.
- Evaluate key performance indicators (KPIs) including punctuality, reliability, accessibility, and passenger safety.
- Examine the level of passenger convenience and overall customer satisfaction against public expectations and service standards.
- Assess whether current operations and departmental outputs are sufficient to achieve the long-term strategic objectives of the organization.
- Assess the ability to maintain long-term financial viability through rigorous budgeting, cost-control measures, and optimized revenue generation.
- Determine if the organization is achieving maximum output from its financial inputs across procurement and administration against available Human resources.
- Review existing KPIs against regional and international transport sector best practices to identify performance gaps.
- Formulate and recommend a refreshed set of measurable KPIs for each audited department to facilitate future performance monitoring.
- Address any other specific operational or financial areas as directed by the Audit Committee.

Scope of Audit:

The audit will cover the following areas over the last 3 years.

- Procurement Department
- Accounts and Finance Department
- Communication Department
- Business Development Department
- Human Resources Department & Administration Department
- Planning and Construction Department
- Security Department
- IT Department

- Operations Department

Period of Audit:

The audit will cover the period from 1-July-2022 to 30-June-2025.

Audit Methodology

The audit will utilize a combination of the following methods:

- **Document Review:** Review of departmental policies, project documentation, maintenance records, financial statements, performance reports, agreements, and compliance documentation.
- **Interviews and Discussions:** Conduct interviews with department management, technical staff, and other stakeholders to gather insights on system performance, challenges, and operational strategies.
- **Data Analysis:** Analyse system performance metrics, downtime records, maintenance logs, cost reports, general ledgers etc to assess the performance.
- **Surveys and Feedback:** Conduct survey or use surveys or feedback forms to gather input from users of services.
- **Site Visits and Observations:** Conduct site visits to infrastructure locations to observe the installation, maintenance, and operations of systems and services.
- **Benchmarking:** Compare the performance of the department’s operations with industry best practices and comparable transport systems.
- **Performance Metrics:**
The audit will evaluate key performance indicators (KPIs) such as:
 - System uptime and maintenance response times
 - Compliance with safety and regulatory standards
 - Compliance with routes scheduling
 - Number of accidents reported.
 - Public and stakeholder satisfaction levels
 - Number of non compliances against agreements
 - Number of non compliances against laws and regulations
 - Availability of human resources against service delivery
- Any other approach may be used by the auditor in order to achieve the objectives of the performance audit. The approach shall be presented to the Audit Committee in the Inception report.

Audit Team Composition

The audit team will consist of professionals with expertise in transportation management, ITS technologies, operational auditing, data analytics, safety standards, business developer, procurement specialist and financial analysis. The team shall at least include:

Sr. No	Resource description	Qualification	Experience	Man Days
01	Lead Auditor and team lead	CA / AMCA / ACCA	20 Years	77 Days

02	ITS Specialist	Computer science or similar qualification	15 Years (5 years relevant)	22 Days
03	Transport / Traffic Management Specialist	Transport engineering / Civil engineer with relevant MS	15 Years	22 Days
04	Safety and Compliance Auditor	Masters' degree with relevant certification	15 Years relevant	22 Days
05	Communication specialist	Masters' degree in communication	15 Years	22 Days
06	Human resource specialist	MBA HR or above	15 Years	22 Days
07	Legal expert	LLB or above	15 Years	22 Days
08	Procurement specialist	LLB or MBA	15 Years	22 Days
09	Business development specialist	MBA or equivalent	15 Years	22 Days
10	Infrastructure specialist	Civil engineer	15 Years	22 Days

Deliverables and Reporting

- **Inception report:**

The Consultant shall submit an Inception Report within 30 days of the commencement of the assignment. This report will serve as the blueprint for the entire audit process and must include:

- A high-level review of TransPeshawar's current departmental structures, existing data availability, and identified high-risk areas.
- A detailed description of the audit tools to be used, including sampling techniques, interview schedules, data analytics frameworks, and site visit plans.
- A comprehensive schedule outlining timeline, milestones, and the deployment of key personnel across the departments.
- Identification of the specific data, personnel, and physical access required from TransPeshawar to facilitate the audit.
- A plan for how the auditors will interact with department heads and the Audit Committee to ensure transparency.
- A list of potential challenges to the audit (e.g., data gaps, operational disruptions) and proposed solutions to mitigate them.

The Consultant will formally present the Inception Report to the Audit Committee for review and feedback.

The Audit Committee will finalise the:

- Scope of audit
- Audit Areas
- Deliverables
- Timelines

Following the incorporation of the Committee’s comments, the report will be finalized. The formal audit fieldwork shall only commence upon the approval of the Inception Report.

- **Draft Report:**
A draft audit report, including detailed findings, assessments, and recommendations, will be submitted to Audit Committee and CEO for review and feedback.
- **Interim Report:**
An Interim audit report, including detailed findings, assessments, and recommendations, will be submitted to CEO and management for review and responses.
- **Final Report:**
The final audit report, incorporating responses and feedback from management, will be presented to the Audit Committee and will include:
 - A summary of findings on the efficiency, effectiveness, and economy of each area under audit as mentioned in the TORs.
 - Recommendations for improving audited areas / departments.
 - An action plan for addressing identified weaknesses and enhancing effectiveness.

Timeline

- **Audit Start Date:** 1-March-2026
- **Inception report:** 30-March-2026
- **Fieldwork Completion:** 30-May-2026
- **Draft Report Submission:** 10-June-2026
- **Interim Report Submission:** 15-June-2026
- **Final Report Submission:** 25-June-2026

Payment Terms

Payment will be made as per below mentioned schedule against submission of deliverables.

Deliverables	Payment percentage
Inception report	20%
Draft report	20%
Interim report	20%
Final report	40%

Confidentiality and Ethical Considerations

- **Confidentiality:**
All information obtained during the audit shall be treated as strictly confidential and used exclusively for audit purposes. All data, documents, and materials collected will remain the property of TransPeshawar (TPC).
- **Ethical Standards:**
The audit will adhere to professional ethical standards, ensuring transparency, objectivity, and fairness throughout the audit process.

Section 6:

Agreement

FOR

ERP Requirement Analysis, Developing Scope of Work, and Implementation Support

BETWEEN

**TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)
AND**

_____ [Consultant's Name] _____

Date

PESHAWAR, PAKISTAN

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity PE" means the implementing department which signs the contract
- (c) "Consultant" means a person, a firm, a company or an organization undertaking supply of services; "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the PE's country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Khyber Pakhtunkhwa.
- (i) "Local Currency" means Pak Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (k) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (p) "In writing" means communicated in written form with proof of receipt.
- (q) *"Joint Venture (JV)" means a consortium or association of more than one Consultants where

one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

- (r) ***Key Expert(s)*** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant's proposal.
- (s) **Key Expert Availability and Replacement Policy:** If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected for further evaluation, and the consultant may be subject to blacklisting and debarment.
- (t) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Procuring Entity.
- (u) **Proposal Validity:** Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PE. To ensure the validity of proposal, it shall contain bid security of 2% of the bid cost.
- (v) **Sub-contracting:** The Consultant shall not subcontract the entire scope of the Services. If the engagement of a sub-consultant is necessary for any part of the contract, it must be clearly specified in the bidding documents at the time of Proposal submission. Any change in the list of sub-contractors shall be subject to prior approval of the procuring entity.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

The consultant shall not replace Key Experts during execution of the contract without the prior consent of the procuring entity. Any violation of this provision may lead to contract termination and the imposition of penalties on the consultant.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made *pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.*

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve.

1.6 **Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

1.7 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.

1.8 **Taxes & Duties**

The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 **Fraud & Corruption**

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. **Commencement, Completion, Modification and Termination of Contract**

2.1 **Effectiveness of Contract:**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the

Effective Date.

2.2 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations:

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure:

The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time:

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments:

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in

competing for or in executing the Contract.

- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3. Payment Upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Consultant:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interests

The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant's Actions Requiring PE's Prior Approval

The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PE

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. Consultant's Personnel

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.

5.3 **Services and Facilities**

The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. **Payments to the Consultant**

6.1 **Lump-sum Payment**

The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

6.2 **Contract Price**

The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.3 **Payment for Additional services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. **GOOD FAITH**

7.1 Good Faith: The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. **Settlement Of Disputes**

8.1 **Amicable Settlement:**

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 **Dispute Resolution:**

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

Special Condition of Contract

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of Amendments of, and Supplementsto, Clauses in the GC Clause General Conditions of Contract

{1.1} Khyber Pakhtunkhwa PublicProcurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: _____

Attention: _____

Facsimile: _____

E-mail: _____

Consultant:

Attention:

Facsimile:

E-mail:

Special Condition of Contract

{1.6} {The Member in Charge is *[insert name of member]*}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PE: _____

For the Consultant: _____

1.8 PE shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply.

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

Special Condition of Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 *The time period shall be* [insert time period, e.g.: twelve months, eighteen months].

3.4 The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

Special Condition of Contract

Note: Delete what is not applicable

{3.5(c)} {The other actions are: *[insert actions]*.}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7(b)}

Note: If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

{5.1}

Note: List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."

Performance security shall not exceed 10% of contract amount

6.1

The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.3

6.5

The accounts are:

for foreign currency or currencies: *[insert account]* for

local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon

Special Condition of Contract

submission of the draft final report.

- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total Payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

8.2

Disputes shall be settled by complaint redressal committee define in PPRA Act 2012 or through arbitration Act of 1940 in accordance with the following provisions:
(insert relevant provisions below)

Special Condition of Contract

Appendix A

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or

induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature: [Seal]

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time Period listed in such Annex, and the Personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

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

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed —% Per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as Per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows: Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the *[13] the* calendar month after the date of the Contract) by applying the following formula:

$$RI = Rlo \times \frac{I}{I_0}$$

where *RI* is the adjusted remuneration, *Rlo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *I* is the official rate of inflation for the first month for which the adjustment is to have effect and, *I₀* is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PE designates Mr./Ms. *[insert name]* as PE's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipments.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

Title:

Title:

FOR THE PE

FOR THE CONSULTANT

Signed by

Signed by

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and Payment (e.g.: the assignment is phased, and each phase has a different Payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
- 6 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 7 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).