

Request for Proposal Document

for

Provision of Email Exchange Services for TransPeshawar

Issued on.: 27/03/2026

Request for Proposal No.: TPC/IT/OCB/NCS/EES/2025-26/004

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

Preface

This Request for Proposal document is prepared by TransPeshawar (The Urban Mobility Company) and will be used for hiring Service Provider for “**Provision of Email Exchange Services for TransPeshawar**” The Bidding Procedure is Single Stage - One Envelope.

Table of Contents - Summary Description

PART I BIDDING PROCEDURES

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

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

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

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

Section 3 - Eligibility and Responsiveness Criteria (ERC) ----- 3-1

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

Section 4 - Bidding Forms (BDF) ----- 4-1

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

PART II REQUIREMENTS

Section 5 - Schedule of Requirement (SoR)----- 5-1

This section contains scope of services to be provided under the contract.

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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

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

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

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

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

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

Section 1 - Instructions to Service Providers

Table of Clauses

A.	General	1-3
1.	Scope of Services	1-3
2.	Fraud and Corruption	1-3
3.	Eligible Service Providers.....	1-4
4.	Eligible Materials, Equipment, and Services.....	1-5
B.	Contents of Request for Proposal Document	1-5
5.	Sections of Request for Proposal Document.....	1-5
6.	Clarification of Request for Proposal Document, Site Visit, Pre-Bid Meeting	1-5
7.	Amendment of Request for Proposal Document.....	1-6
C.	Preparation of Proposals.....	1-7
8.	Cost of Bidding.....	1-7
9.	Language of Proposal	1-7
10.	Documents Comprising the Proposal	1-7
11.	Letter of Proposal and Schedules	1-7
12.	Alternative Proposals	1-7
13.	Proposal Prices	1-7
14.	Currencies of Proposal and Payment.....	1-8
15.	Period of Validity of Proposals.....	1-8
16.	Bid Security.....	1-8
17.	Format and Signing of Proposal.....	1-9
D.	Submission and Opening of Proposals.....	1-9
18.	Sealing and Marking of Proposals	1-9
19.	Deadline for Submission of Proposals.....	1-10
20.	Late Proposals	1-10
21.	Withdrawal, Substitution, and Modification of Proposals.....	1-10
22.	Proposal Opening	1-11
E.	Evaluation and Comparison of Proposals.....	1-12
23.	Confidentiality	1-12
24.	Clarification of Proposals.....	1-12
25.	Deviations, Reservations, and Omissions	1-12
26.	Examination of Proposals.....	1-12
27.	Determination of Responsiveness	1-12
28.	Nonmaterial Nonconformities	1-13
29.	Correction of Arithmetical Errors	1-13
30.	Consideration and Comparison of financial offers	1-14

31. Procuring Entity’s Right to Accept Any Proposal, and to Reject Any or All Proposals..1-14

F. Award of Contract 1-14

33. Award Criteria 1-14

34. Letter of Award..... 1-14

35. Signing of Contract..... 1-14

36. Performance Security 1-15

Section 1 - Instructions to Service Providers

A. General

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

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

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

3. Eligible Service Providers

3.1 An eligible Service Provider shall be as indicated in **DS**. In the case of a Joint Venture, if so permitted,

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

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

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

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

Proposal.

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

B. Contents of Request for Proposal Document

- 5. Sections of Request for Proposal Document**
- 5.1 The Request for Proposal document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITSP 7.
- PART I Bidding Procedures**
 Section 1 - Instructions to Service Providers (ITSP)
 Section 2 - Data Sheet (DS)
 Section 3 – Eligibility and Responsiveness Criteria (ERC)
 Section 4 - Bidding Forms (BDF)
- PART II Requirements**
 Section 5 – Schedule of Requirements (SoR)
- PART III Conditions of Contract and Contract Forms**
 Section 6 – General Conditions of Contract (GCC)
 Section 7 – Particular Conditions of Contract (PCC)
 Section 8 - Contract Forms (COF)
- 5.2 The Invitation for RFP issued by the Procuring Entity is not part of the Request for Proposal document.
- 5.3 The Procuring Entity is not responsible for the completeness of the Request for Proposal document and their addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for RFP.
- 5.4 The Service Provider is expected to examine all instructions, forms,

terms, and specifications in the Request for Proposal document. Failure to furnish all information or documentation required by the Request for Proposal document may result in the rejection of the proposal.

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

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

7. Amendment of Request for Proposal Document

- 7.1 At any time prior to the deadline for submission of Proposals, the Procuring Entity may amend the Request for Proposal document by issuing addenda.

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

C. Preparation of Proposals

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

requirements specified below.

13.2 The Service Provider shall submit proposal for complete scope of services as indicated in Section 5 (Schedule of Requirements) on given forms as identified in Section 4 (Bidding Forms). Proposals submitted for incomplete scope will be rejected.

13.3 The Price to be quoted in the Proposal Submission Letter shall be the total price of the services. Absence of the total price in the Proposal Submission Letter may result in the rejection of the Proposal.

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

14. Currencies of Proposal and Payment

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

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

15. Period of Validity of Proposals

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

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

16. Bid Security

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

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

16.3 If a bid security is specified pursuant to ITSP 16.1, the bid security of unsuccessful Service Providers shall be returned promptly upon the successful Service Provider's furnishing of the performance security pursuant to ITSP 36.

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

- 16.5 The bid security may be forfeited, if
- (a) notwithstanding ITSP 21.3, a Service Provider withdraws its proposal during the period of proposal validity specified by the Service Provider on the Proposal Submission Letter, except as provided in ITSP 15.2; or
 - (b) the successful Service Provider fails to
 - (i) sign the Contract in accordance with ITSP 35;
 - (ii) furnish a performance security in accordance with ITSP 36;
 - (iii) accept the arithmetical correction of its Proposal in accordance with ITSP 29.
- 16.6 The bid security of a Joint Venture may be submitted as indicated in **DS**.

17. Format and Signing of Proposal

- 17.1 The Service Provider shall prepare the Proposal comprising documents as described in ITSP 10.
- 17.2 The Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Service Provider. This authorization shall consist of a written confirmation as specified in the **DS** and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialed by the person signing the Proposal. If a Service Provider submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Procuring Entity shall request the Service Provider to submit an acceptable/valid authorization within the number of days as specified in the **DS**. Failure to provide an acceptable/valid authorization within the prescribed period of receiving such a request shall cause the rejection of the Proposal.
- 17.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

D. Submission and Opening of Proposals

18. Sealing and Marking of Proposals

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

19. Deadline for Submission of Proposals

- 19.1 Proposals must be received by the Procuring Entity at the address and no later than the date and time indicated in the **DS**.
- 19.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals by amending the Request for Proposal documents in accordance with ITSP 7, in which case all rights and

obligations of the Procuring Entity and Service Providers previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 20. Late Proposals**
- 20.1 The Procuring Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITSP 19. Any Proposal received by the Procuring Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Service Provider.
- 21. Withdrawal, Substitution, and Modification of Proposals**
- 21.1 A Service Provider may modify, substitute, or withdraw its Proposal any time prior to the deadline for submission of Proposals, by using the relevant functions available in the EPADS portal, if any. The system shall record the latest version of the Proposal submitted before the deadline as the valid Proposal.
- 21.2 A Proposal withdrawn through the EPADS portal in accordance with ITC 21.1 shall not be accessible to the Procuring Entity at the time of opening.
- 21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Service Provider on the Proposal Submission Letter or any extension thereof.
- 22. Proposal Opening**
- 22.1 The Procuring Entity shall open the Proposals electronically in public at the address, on the date, and time specified in the **DS** in the presence of Service Providers designated representatives and anyone who choose to attend. Any specific electronic proposal opening procedures required if electronic bidding is permitted in accordance with ITSP 18.1, shall be as specified in the **DS**.
- 22.2 All proposals shall be opened one at a time, reading out the name of the Service Provider; the Offered Price; the presence of a bid security; and any other details as the Procuring Entity may consider appropriate. Unless otherwise specified in the **DS**, all pages of the Proposal Submission Letter and Schedules are to be initialed by at least three members of procuring entity attending the Proposal opening. No Proposal shall be rejected at Proposal opening except for late Proposals, in accordance with ITSP 20.1.
- 22.3 The Procuring Entity shall prepare a record of the Proposal opening that shall include, as a minimum, the name of the Service Provider and whether there is a withdrawal, substitution, or modification; the Offered Price; and the presence or absence of a bid security. The Service Providers' representatives who are present shall be requested to sign the record. The omission of a Service Provider's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Proposals

- 23. Confidentiality**
- 23.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals and recommendation of contract award,

shall not be disclosed to Service Providers or any other persons not officially concerned with such process until announcement of Proposal evaluation report to all Service Providers in accordance with relevant rules.

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

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

24. Clarification of Proposals

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

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

25. Deviations, Reservations, and Omissions

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

(a) "Deviation" is a departure from the requirements specified in the Request for Proposal document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposal document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Request for Proposal document.

26. Examination of Proposals

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

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

(a) Proposal Submission Letter;

(b) written confirmation of authorization to commit the Service Provider;

(c) Bid Security;

- (d) All schedules required in accordance with ITSP 10 (d) along with attachments.

27. Determination of Responsiveness

- 27.1 The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the Proposal itself, as defined in ITSP 10.
- 27.2 A substantially responsive Proposal is one that meets all the requirements stipulated under Section 3 (Eligibility and Responsiveness Criteria) and other terms and conditions of RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Request for Proposal document, the Procuring Entity's rights or the Service Provider's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.
- 27.3 If a Proposal is not substantially responsive to the requirements of the Request for Proposal document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28. Nonmaterial Nonconformities

- 28.1 Provided that a Proposal is substantially responsive, the Procuring Entity may waive any nonconformities in the Proposal that do not constitute a material deviation, reservation, or omission.
- 28.2 Provided that a Proposal is substantially responsive, the Procuring Entity may request that the Service Provider submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Service Provider to comply with the request may result in the rejection of its Proposal.

29. Correction of Arithmetical Errors

- 29.1 Provided that the Proposal is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total

shall be corrected.

- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), and (b) above.

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

30. Consideration and Comparison of Financial Offers

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

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

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

- (a) The Proposal price as quoted in accordance with ITSP 13;
 (b) Price adjustment for correction of arithmetic errors in accordance with ITSP 29.

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

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

F. Award of Contract

32. Award Criteria

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

33. Letter of Award

33.1 Prior to the expiration of the period of proposal validity, the Procuring Entity shall transmit the Letter of Award using the form including in Section 8 (Contract Forms) to the successful Service Provider, in writing, that its Proposal has been accepted.

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

34. Signing of Contract

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

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

35. Performance Security

- 35.1 Within 10 days or as indicated in **DS**, of the issuance of Letter of award from the Procuring Entity, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 7 (Contract Forms), or another form acceptable to the Procuring Entity.
- 35.2 Failure of the successful Service Provider to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Service Provider whose offer is substantially responsive.

Section 2 - Data Sheet

A. General

ITSP 1.1	The number of the Invitation for Request for Proposal (RFP) is: TPC/IT/OCB/NCS/EES/2025-26/004
ITSP 1.1	The Procuring Entity is: TransPeshawar (The Urban Mobility Company)
ITSP 1.1	The name of services to be provided: “Provision of Email Exchange Services for TransPeshawar” The identification number of the Request for Proposal Document is: TPC/IT/OCB/NCS/EES/2025-26/004
ITSP 3.1	A Service Provider must be a sole proprietor, a firm or a company. In case of a firm or company the Service Provider must be incorporated in/registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively.
ITSP 3.5	The Service Provider must be: i. Having Data Center and DR setup (hosting) in Pakistan. ii. Registered with FBR for income tax and reflected on active taxpayers list; iii. Registered with KPRA for sales tax on services; iv. Minimum three (03) completed or ongoing assignments in Email Exchange Services. v. Must have a functioning office in Pakistan with support personnel. vi. Not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.

B. Contents of Request for Proposal Document

ITSP 6.1	Requests for clarification should be received by the Procuring Entity on or before April 08, 2026, 05:00 PM (PST) . Request for clarification shall be received and responded through EPADS. Request for Clarification (s) may be responded through minutes of pre-bid meeting if so conducted.
ITSP 6.4	Pre-bid meeting will be held on: Date: April 08, 2026 Time: 11:30 AM (PST)
ITSP 6.5	Not applicable.

ITSP 7.2	The addendum will be hoisted on website of the Procuring Entity or KPPRA or both apart from EPADS and may be published in newspapers if the Procuring Entity deems necessary and if the amendments are of substantial nature.
-----------------	---

C. Preparation of Proposals

ITSP 9.1	The language of the Proposal is: English
ITSP 10.1 (d)	<p>The Service Providers are required to submit following schedules as provided for in Section 4 (Bidding Forms) along with documentary evidence as stipulated under relevant Schedules,</p> <ol style="list-style-type: none"> 1. Schedule 1: Service Provider's Information Sheet; 2. Schedule 2. Contractual Experience.
ITSP 11.1	The units and rates in figures entered into the Schedule for Breakup of Proposal Price should be typewritten or if written by hand, must be in print form. Schedule not presented accordingly may be considered nonresponsive.
ITSP 12.1	Alternative Proposals are not permitted.
ITSP 15.1	The Proposal validity period shall be ninety (90) days.
ITSP 16.1	<p>The Service Provider shall upload, in soft, a copy of Bid Security on EPADS Portal along with proposal in PKR to the amount of two (2) % of Proposal Price in the shape of Call Deposit Receipt (CDR) in favour of "Chief Executive Officer TransPeshawar" valid thirty (30) beyond the validity of the proposal. The bid security shall be submitted from the account of the bidder who submits the proposal.</p> <p>The Bid Security in original form (in hard form) shall also be submitted physically in separate envelop to the procuring entity on the address given below, on or before the deadline for submission of proposal otherwise, the Proposal will be considered non-responsive.</p> <p>Procuring Entity Address:</p> <p>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</p> <p>The sealed envelope shall clearly mark with:</p> <ul style="list-style-type: none"> • Bidder's name and address; • Name of the procurement; and • The words "Original Bid Security" for [Name of Procurement]".
ITSP 16.2	Non-submission of bid security in prescribed manner shall result in rejection and non-responsiveness of proposal.

ITSP 16.6	Joint ventures are not allowed.
ITSP 17.2	The written confirmation of authorization to sign on behalf of the Service Provider shall be provided on the format as given under Section 4 (Bidding Forms) specifying the representative's authority to sign the Proposal on behalf of, and to legally bind, the Service Provider.
ITSP 17.2	The Service Provider shall submit an acceptable authorization within 03 days.

D. Submission and Opening of Proposals

ITSP 18.1	<p>18.1.1. Once signed and stamped, the Proposal shall be scanned and compiled into separate PDF files.</p> <p>19.1.2. The files shall be clearly named as:</p> <ul style="list-style-type: none"> • <i>“Proposal for Procurement of Email Exchange Services for TransPeshawar – [Name of Service Provider]”</i> <p>19.1.3. If more than one version of a file is uploaded, the version most recently uploaded before the deadline will be considered the Final/Original Proposal.</p> <p>19.1.4. Physical sealing of proposals, except the bid security as required in hard, is not required. However, bidders must ensure that Proposals are uploaded in clearly named PDF files as stipulated above. The proposals not submitted accordingly shall be rejected summarily.</p> <p>19.1.5 Apart from the electronic submission the following documents shall be submitted physically (in hard form), on the address as indicated, on or before the deadline for submission of proposals.</p> <p style="padding-left: 40px;">i. Original bid security</p> <p>Client Address Documents to be Submitted Physically:</p> <p style="text-align: center;">Attention: Chief Executive Officer (CEO), TransPeshawar Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>19.1.5. Any document required physically in original form shall be sealed in an envelope, clearly marked with:</p> <ul style="list-style-type: none"> • Bidder's name and address; • Title of the Procurement; and <p>The words <i>“Original Bid Security” for [Name of Procurement]</i>”.</p>
ITSP 19.1	<p>The deadline for Proposal submission is:</p> <p>Date: April 21, 2026</p> <p>Time: 11:30 AM (PST)</p>

ITSP 22.1	<p>Opening of proposals shall be electronically through EPADS.</p> <p>The Proposal opening shall take place at:</p> <p>Main Board Room, TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>Date: April 21, 2026</p> <p>Time: 12:00 PM (PST)</p>
ITSP 34.2	<p>Within seven (07) working days of issuance of Letter of Award/contract agreement the Service Provider shall sign the contract.</p>
ITSP 35.1	<p>Performance Security shall be provided within seven (07) working days of issuance of Lette of Award.</p>

Section 3 – Eligibility and Responsiveness Criteria

Table of Criteria

Eligibility & Responsiveness of Proposals	3
1. Eligibility Criteria	3-2
1.1 Status of Service Provider	3-2
1.2 Registration with FBR.....	3-2
1.3 Registration with KPRA	3-2
1.4 Not Blacklisted	3-2
1.7 Contractual Experience	3-3

1. Eligibility Criteria

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

1.1 Status of Service Provider

<p>i. A Service Provider must be a sole proprietor, a firm or a company. In case of a firm or company the Service Provider must be incorporated in/registered with Registrar of Firms or Security and Exchange Commission of Pakistan (SECP) respectively.</p> <p>ii. Must have a functioning office in Pakistan with support personnel.</p> <p>iii. A Microsoft Solutions Partner or Microsoft Cloud Service Provider (CSP) or Tier-1/Tier-2 Microsoft Partner.</p>	must meet requirement	not allowed	not allowed	not allowed	<p>FORM ELI-1 in attachment with profile, Certificate of Registration with Registrar of Firm or SECP or any proof of sole proprietorship and certificate/ proof of Microsoft Solutions Partner or Microsoft Cloud Service Provider (CSP) or Tier-1/Tier-2 Microsoft Partner.</p>
--	-----------------------	-------------	-------------	-------------	---

1.2 Registration with FBR

Registered with FBR for income tax and reflected on active taxpayer list (ATL).	must meet requirement	not allowed	not allowed	not allowed	<p>FORM ELI-1 in attachment with Certificate of Registration with FBR and Active Tax Payer List (ATL) showing status.</p>
---	-----------------------	-------------	-------------	-------------	--

1.3 Registration with KPRA

Registered with KPRA for sales tax on Services.	must meet requirement	not allowed	not allowed	not allowed	<p>FORM ELI-1 in attachment with Certificate of Registration with KPRA for sale tax on services</p>
---	-----------------------	-------------	-------------	-------------	--

1.4 Not Blacklisted

Not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.	must meet requirement	not allowed	not allowed	not allowed	<p>FORM ELI-1 in attachment with an affidavit on stamp paper duly notarized to the effect that the Service Provider is neither blacklisted nor suspended by any National or Provincial public entity in Pakistan</p>
--	-----------------------	-------------	-------------	-------------	---

1.5 Contractual Experience

<p>Minimum three (03) completed or ongoing assignments in Email Exchange Services.</p>	<p>must meet requirement</p>	<p>not allowed</p>	<p>not allowed</p>	<p>not allowed</p>	<p>FORM EXP-1 in attachments with Letter of Award/Acceptance or contract agreement or any other credible evidence showing experience.</p>
--	------------------------------	--------------------	--------------------	--------------------	--

Section 4 - Bidding Forms

Table of Forms

Proposal Submission Letter	4-2
Schedule-1: Service Provider's Information Sheet	4-4
Schedule-2: Contractual Experience.....	4-6
Authorization/Power of Attorney (Compnay).....	4-8

Proposal Submission Letter

The service provider must accomplish this Letter on its letterhead clearly showing the service provider's complete name and address.

Date:

Request for Proposal Document No.:

To:

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

We, the undersigned, declare that:

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

“Name of Services/Procurement”

- (c) The total price of our Proposal is:

SR.#	Descriptions	Number of Employees to be provided Email Exchange Services	Unit	Unit Price in PKR inclusive of all applicable taxes including sales tax on services	Proposal Price in PKR inclusive of all applicable taxes including sales tax on services
1.	Provision of Email Exchange Services for TransPeshawar	70	No		[amount in PKR in words], [amount in PKR in figures]

* Note: the number of users may increase or decrease as per actual strength during currency of the contract.

- (d) Our Proposal shall be valid for a period of ninety (90) days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our Proposal is accepted, we commit to obtain a performance security in accordance with the Request for Proposal Document.

- (f) We are incorporated/registered in Pakistan.
- (g) We do not have any conflict of interest.
- (h) We are not participating, as a Service Provider in more than one Proposal in this bidding process.
- (i) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.
- (k) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the proposal submission.

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name of Service Provider

Date

Schedule 1

FORM ELI-1 (Eligibility)

Service Provider's Information Sheet	
Service Provider's legal name	
Service provider's Year of Registration/constitution as Sole Proprietor or registration with Registrar of Firms or SECP	
Service provider's Year of registration with FBR for income tax.	
Service provider's Year of registration with KPRA for sales tax on service	
Service provider's legal address in country of constitution	
Service provider's authorized representative's name, address, contract number and email.	
<p>Attached are copies of the following documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Authorization/Power of Attorney to represent the bidder (for bidders participating through a representative); <input type="checkbox"/> 2. Proof of having data center and DR setup (hosting) in Pakistan; <input type="checkbox"/> 3. Certificate of registration/incorporation with Registrar of Firms or Security and Exchange Commission of Pakistan or any proof of sole proprietorship; <input type="checkbox"/> 4. Certificate of Registration with FBR for income tax and reflected on Active Taxpayer List (ATL); <input type="checkbox"/> 5. Certificate of Registration with KPRA for Sales Tax on Services; <input type="checkbox"/> 6. Profile of the bidder showing functioning office in Pakistan with support personnel. <input type="checkbox"/> 7. Affidavit of non-blacklisting on E-stamp paper of PKR.150 or above duly notarized to the effect that the Service Provider is not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan. 	

Schedule 2

FORM EXP-1 (Contractual Experience)

Each Service Provider must fill out this form.

Contract No of	Contract Name	
Award Date		On Going/Completion Date:
Total Contract Amount	PKR.	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description		
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> Letter of Award/Acceptance or contract agreement or any other credible evidence to substantiate information provided in Form EXP-1.</p>		

Authorization/Power of Attorney

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

[On E-stamp paper of Rs. 150/- and duly notarized]

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

WITNESSETH

WHEREAS the Grantor intends to submit a proposal to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Procuring Entity**”), in respect of “**Provision of Email Exchange Services for TransPeshawar**” (hereinafter, referred to as “**the Services**”) and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Service Providers contained in the Request for Proposal Documents (RFP), for the Services referred to warrants submission of an Authorization/Power of Attorney to the said appointment.

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

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

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

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

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

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

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

WITNESSES:

[INSERT NAME OF THE GRANTOR]

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

[Signature, Name, Designation, and CNIC
With Seal]

1. _____

2. _____

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

TENDER DOCUMENT: MANAGED EMAIL HOSTING SERVICES (3-YEAR TERM)

1. INSTRUCTIONS TO BIDDERS

1.1 Evaluation Method

The contract will be awarded to the bidder who:

- Meets 100% mandatory technical requirements, and
- Offers the lowest evaluated 3-year cost.

1.2 Financial Evaluation Formula

- Total Cost = (Monthly Unit Price per User × 70 Users × 36 Months)
- One-time Migration/Setup Fee

Note: 70 users are the baseline for financial evaluation. Billing will be based on actual active users.

1.3 Service Model

This procurement is for a Managed Service / SaaS model.

The bidder shall be fully responsible for:

- Hardware infrastructure
- Backend licensing
- Data Center operations
- Backup & disaster recovery

1.4 Data Residency (Mandatory)

Primary and disaster recovery (DR) data must be hosted physically within Pakistan.

Bidders must submit:

- Data Center address letter
- Tier certification proof (Tier-III or higher)
- Ownership/lease evidence
- DR replication architecture

Non-compliant bids shall be rejected.

2. TERMS OF REFERENCE (TOR)

2.1 To procure a managed, enterprise-grade email hosting service hosted within Pakistan providing secure communication and collaboration tools for 36 months.

2.2 Implementation Schedule

Phase	Deliverable	Key Milestone	Timeline
I	Tenant Provisioning	Dedicated environment & admin access	Week 1
II	Service Configuration	Domain, DNS & admin training	Week 1
III	Migration & Onboarding	PST/IMAP migration, mobile setup	Week 1–2
IV	Operational Acceptance	Go-Live & 24/7 support start	End Week 2

3. SCHEDULE OF REQUIREMENTS (SOR)

3.1 Technical Compliance Matrix

Compliance must be marked:

C = Compliant | NC = non-compliant

(Partial compliance not allowed)

#	Requirement	Description	Compliance
1	Local Hosting	Primary & DR in Pakistan (Tier-III+)	
2	Native Apps	Windows/Mac + iOS/Android apps	
3	Sync	Real-time mail/calendar/contact sync	
4	Collaboration	Shared calendars, tasks, resources	
5	Webmail	Full-feature HTTPS web access	
6	Aliases	Multiple aliases per user	
7	Security	MFA, anti-spam, anti-phishing, audit logs	
8	Storage	≥100 GB mailbox per user	
9	Attachment Size	≥100 MB File attachment size	
9	Archiving	≥3-year retention	
10	Support	24/7 portal + phone/email	

3.2 Extended Security Requirements

The solution must also provide:

Identity & Access

- Active Directory / LDAP integration
- Role-based admin access

Encryption

- Data at rest encryption
- TLS 1.2+ in transit

Threat Protection

- Malware sandboxing
- URL scanning
- Attachment filtering

Compliance

- ISO 27001 certified hosting environment

3.3 Archiving & e-Discovery

- Admin-configurable retention
- Legal hold capability
- Searchable archive
- Export in PST/MBOX

4. MIGRATION & IMPLEMENTATION

The bidder shall provide:

- PST & IMAP migration
- Calendar & contact migration
- Permission retention
- Mobile configuration support
- Coexistence during transition
- Meeting Support

Acceptance Criteria

Migration shall be accepted after:

- Mail integrity verified
- Folders retained
- Contacts/calendars intact
- User access validated

5. SERVICE LEVEL AGREEMENT (SLA) & PENALTIES

5.1 Uptime Guarantee

The provider must guarantee 99.9% monthly uptime for the email service (webmail, IMAP/POP/SMTP, sync).

Formula:

Uptime % = (Total Minutes – Downtime (Minutes)) ÷ Total Minutes × 100

5.2 Exclusions:

- Scheduled maintenance (announced ≥ 48 h in advance) performed outside peak hours (06:00–22:00 PKT).
- Emergency maintenance required for critical security threats (limited to < 4 Hours/month, with post-event notification).
- Strict Limit: Total cumulative maintenance (scheduled or emergency) must not exceed 4 hours per month. Any time exceeding this limit will be counted as "Downtime."

5.3 Support SLAs

Severity	Response	Resolution
Critical (Outage)	≤ 15 min	≤ 2 hrs
High	≤ 30 min	≤ 4 hrs
Medium/Low	≤ 1 hr	≤ 8 hrs

5.4 Service Credit Table (Penalties)

Credits applied as a deduction from the next monthly invoice:

Monthly Uptime Percentage	Service Credit (Deduction from Monthly Bill)
99.9% to 100%	Standard Payment (No Credit)
99.0% to 99.8%	1% Credit
95.0% to 98.9%	5% Credit
Below 95.0%	10% Credit

Chronic Failure Clause

If uptime falls below 95% for **3 consecutive months**, the client may terminate the contract without penalty.

6. CONTRACT & COMMERCIAL TERMS

6.1 Duration: Three (3) Years.

6.2 Flexible Licensing: The Client reserves the right to increase or decrease user count at any time (prorated).

6.3 The payment will be performed on a monthly basis.

6.4 Fixed Pricing: Quoted per-user monthly price remains fixed for 3 years.

7. FINANCIAL BID FORM (PKR)

Taxes must be quoted separately.

Description	Monthly Per User Price	Total 3-Year Cost (Est. 70 Users)
Managed Email License		
Migration/Setup (One-time)		
Sub-Total (Exclusive of Tax)		
GST / PST ([Rate]%)		
GRAND TOTAL (Inclusive of Tax)		

8. EXIT STRATEGY & DATA PORTABILITY

8.1 Data Ownership: All data remains the exclusive property of the Client.

8.2 Migration Out:

- Provider must supply transition support for 30 days.
- Upon expiry, the provider must export all data in standard formats (PST/MBOX) at no extra cost.

8.3 Safe Deletion: Provider must issue a signed "Certificate of Data Destruction" after successful handover.

Cost Calculation Table (70 Users, 3-Year Term)

Item	Unit	Price (PKR)	Calculation	Subtotal (PKR) without Taxes
Monthly License Fee	Per User	1,000	$1,000 \times 70$ users	70,000 / month
Monthly Total (Recurring)	-	-	70,000	70,000 / month
Yearly Recurring Total	-	-	$70,000 \times 12$	840,000 / year
3-Year Recurring Total	-	-	$840,000 \times 3$	2,520,000

*TECHNICAL SPECIFICATIONS, SCHEDULED
OF REQUIREMENTS, EVALUATIONS AND
QUALIFICATION CRITERIA*

DELIVERY SCHEDULE

#	Parameter	Timelines
1	Kick Off Meeting and Sign Off	Within <i>[insert number of days]</i> from the issue issuance of Order
2.	Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity	Within <i>insert number of days</i> from the issuance of Purchase Order PO
3.	Operational acceptance	<i>[Insert number of days]</i> after provisioning the services
4.	Operation and maintenance phase	Will start from the date of operational acceptance provided

SCOPE OF WORK

The Procuring Entity shall describe the comprehensive scope of work and may seek guidance from the list of recognized cloud service published by the Cloud Office.

GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated;</p> <ul style="list-style-type: none">(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as may be issued and in force from time to time;(b) "Procuring Entity" as define in the KPPRA Act, the implementing entity which signs the contract as mentioned under SC.(c) "The Contract" as defined in the KPPRA Act and Rules. The Contract signed by the Parties and all the attached documents mentioned in of Form of Contract, that is Specifications, Technical Specifications, General Conditions (GC), the Special Conditions (SC), and the Appendices.(d) "The Contract Price" means the price Payable to the Cloud Service Provider under the Contract for the full and proper performance of its contractual obligations;(e) "The Services" means the work to be performed by the Cloud Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Cloud Service Provider's Proposal.;(f) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Cloud Service Provider covered under the Contract;(g) "GCC" means the General Conditions of Contract contained in this section;(h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
-----------------------	--

	<ul style="list-style-type: none"> (i) "Day" means calendar day unless indicated otherwise. (j) "Effective Date" means the date on which this Contract comes into force and effect. (k) "The Cloud Service Provider" means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Entity; (l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications; (m) "Government" means the Government of Islamic Republic of Pakistan or Govt. of Khyber Pakhtunkhwa as the case may; (n) "Local Currency" means the currency of Pakistan; (o) "In Writing" means communicated in written form with proof of receipt; (p) "Completion Date" means the date of completion of the Services by the Cloud Service Provider as certified by the Procuring Entity; (q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Entity; (r) "Party" means the Procuring Entity or the Cloud Service Provider, as the case may be, and "Parties" means both of them; (s) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities. (t) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof. (u) "Service" means any object of procurement other than goods or works; (v) "Subcontractor" means any entity to which the Cloud Service Provider subcontracts any Part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4. (w) "Term" is the duration in which consultant shall perform the Services.
<p>2. Applicable Law</p>	<p>2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>

3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Cloud Service Provider and the Procuring Entity, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are Part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Entity may approve.
6. Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Cloud Service Provider may be taken or executed by the officials specified in the SCC. 6.2 In case the Cloud Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Cloud Service Provider's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and Payments from the Procuring Entity.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.
8. Commencement of Services	8.1 The Cloud Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
9. Program	9.1 Before commencement of the Services, the Cloud Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

<p>10. Starting Date/Expiration Date</p>	<p>10.1 The Cloud Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<p>11. Entire Agreement</p>	<p>11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<p>12. Modification</p>	<p>12.1 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.</p> <p>12.2 In cases of any modifications or variations, the prior written consent of the Procuring Entity is required.</p>
<p>13. Value Engineering</p>	<p>The Cloud Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality. <p>The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or (c) improves the quality, efficiency, safety or sustainability of the services; or (d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities. <p>If the value engineering proposal is approved by the Procuring Entity and results in:</p>

	<p>(a) a reduction of the Contract Price; the amount to be paid to the Cloud Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or</p> <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Cloud Service Provider shall be the full increase in the Contract Price.</p>
<p>14. Force Majeure</p>	<p>14.1 Definition</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>14.2 No Breach of Contract</p> <p>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 in so far 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.</p> <p>14.3 Extension of Time</p> <p>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.</p> <p>14.4 Payments</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Cloud Service Provider 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.</p>
<p>15. Termination</p>	<p>15.1 By the Procuring Entity</p>

	<p>The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Cloud Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <p>(a) If the Cloud Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p> <p>(b) If the Cloud Service Provider becomes (or, if the Cloud Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Cloud Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(d) If, as the result of Force Majeure, the Cloud Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>15.2 By the Cloud Service Provider</p> <p>The Cloud Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in Paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Procuring Entity fails to pay any money due to the Cloud Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Cloud Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Cloud Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration.</p> <p>(d) If the Procuring Entity is in material breach of its</p>
--	---

	obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Cloud Service Provider may have subsequently approved in writing) following the receipt by the Procuring Entity of the Cloud Service Provider’s notice specifying such breach.
--	--

C. Obligations of the Cloud Service Provider

<p>16. General</p>	<p>16.1 Standard of Performance</p> <p>i. The Cloud Service Provider shall perform the Services and carry out the Services 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 Cloud Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity’s legitimate interests in any dealings with the third Parties.</p> <p>ii. The Cloud Service Provider shall employ and provide such qualified and experienced Experts and Sub-Cloud Service Providers as are required to carry out the Services.</p> <p>iii. The Cloud Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Cloud Service Providers as may be approved in advance by the Procuring Entity.</p> <p>16.2 Law Applicable to Services</p> <p>The Cloud Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Cloud Service Providers, comply with the Applicable Law.</p>
<p>17. Conflict of Interests</p>	<p>17.1 Cloud Service Provider Not to Benefit from Commissions and Discounts.</p> <p>The remuneration of the Cloud Service Provider shall constitute the Cloud Service Provider’s sole remuneration in connection with this Contract or the Services, and the Cloud Service Provider 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</p>

	<p>Cloud Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p>17.2 Cloud Service Provider and Affiliates Not to be Otherwise Interested in Project</p> <p>The Cloud Service Provider agree that, during the term of this Contract and after its termination, the Cloud Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>17.3 Prohibition of Conflicting Activities</p> <p>Neither the Cloud Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Cloud Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<p>18. Confidentiality</p>	<p>18.1 Except with the prior written consent of the Procuring Entity, the Cloud Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Cloud Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>19. Insurance to be Taken Out by the Cloud Service Provider</p>	<p>19.1 The Cloud Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity’s request, shall provide evidence to the Procuring Entity</p>

	<p>showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>20. Cloud Service Provider's Actions Requiring Procuring Entity's Prior Approval</p>	<p>20.1 The Cloud Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not provided by the Cloud Service Provider; (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
<p>21. Reporting Obligations</p>	<p>21.1 The Cloud Service Provider shall submit to the Procuring Entity the reports and documents in the numbers, and within the periods as prescribed by the Procuring Entity.</p>
<p>22. Documents Prepared by the Cloud Service Provider to Be the Property of the Procuring Entity</p>	<p>22.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Cloud Service Provider shall become and remain the property of the Procuring Entity, and the Cloud Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Cloud Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<p>23. Liquidated Damages</p>	<p>23.1 Payments of Liquidated Damages</p> <p>The Cloud Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Cloud Service Provider. Payment of liquidated damages shall not affect the Cloud Service Provider's liabilities.</p> <p>23.2 Correction for Over-Payment</p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Cloud Service Provider by adjusting the next payment certificate. The Cloud Service Provider shall be paid interest on the overpayment,</p>

	<p>calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p>23.3 Lack of performance penalty</p> <p>If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Entity’s notice, a penalty for Lack of performance will be paid by the Cloud Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.</p>
24. Performance Guarantee	<p>24.1 Within Seven (07) days from the issuance of acceptance letter from the Purchaser, the successful Cloud Service Provider shall furnish the Performance Guarantee as prescribed in the SCC.</p> <p>24.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Cloud Service Provider’s failure to complete its obligations under the Contract.</p> <p>The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.</p> <p>24.3 The Performance Guarantee will be discharged by the Purchaser and returned to the Cloud Service Provider not later than thirty (30) days following the date of completion of the Cloud Service Provider’s performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p>
25. Fraud and Corruption	<p>25.1 The Procuring Entity requires the Cloud Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other Party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other Party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
26. Sustainable Procurement	<p>26.1 The Cloud Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

D. Cloud Service Provider's Personnel

27. Description of Personnel	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Cloud Service Provider's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Entity.
28. Removal and/or Replacement of Personnel	28.1 Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Cloud Service Provider, it becomes necessary to replace any of the Key Personnel, the Cloud Service Provider shall provide as a replacement a person of equivalent or better qualifications. 28.2 If the Procuring Entity 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 Cloud Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity. 28.3 The Cloud Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Entity

29. Assistance and Exemptions	29.1 The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Cloud Service Provider such assistance and exemptions as specified in the SCC.
30. Change in the Applicable Law	30.1 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 of the Services rendered by the Cloud Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Cloud Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
31. Services and	31.1 The Procuring Entity shall make available to the Cloud Service Provider and the Experts, for the purposes of the

Facilities	<p>Services and free of any charge, the services, facilities and property described in the Statement of Requirement, at the times and in the manner specified in the Terms of Reference.</p> <p>31.2 In case that such services, facilities and property shall not be made available to the Cloud Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Cloud Service Provider for the performance of the Services, (ii) the manner in which the Cloud Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional Payments, if any, to be made to the Cloud Service Provider as a result thereof.</p>
-------------------	--

F. Payments to the Cloud Service Provider

32. Lump-Sum Remuneration	<p>32.1 The Cloud Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Cloud Service Provider in carrying out the Services. Except as provided in GCC 33, the Contract Price may only be increased above the amounts if the Parties have agreed to additional Payments in accordance with GCC 34.</p>
33. Contract Price	<p>33.1 The price Payable in local currency is set forth in SCC.</p> <p>33.2 The price Payable in foreign currency is set forth in the SCC.</p>
34. Payment for Additional Services, and Performance Incentive Compensation	<p>34.1 For the purpose of determining the remuneration due for additional Services as may be mutually agreed.</p> <p>34.2 If the SCC so specify, the Cloud Service Provider shall be Paid performance incentive compensation if specified in the SCC.</p>
35. Terms and Conditions of Payment	<p>35.1 Payments will be made to the Cloud Service Provider according to the Payment schedule described in SCC.</p> <p>35.2 Unless otherwise stated in the SCC, the advance Payment shall be made against the provision by the Cloud Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other Payment shall be made after the conditions listed in the SCC for such Payment have been met, and the Cloud Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.</p>

36. Interest on Delayed Payments	36.1 If the Procuring Entity has delayed Payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be Paid to the Cloud Service Provider for each day of delay at the rate stated in the SCC.
37. Price Adjustment	<p>37.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each Payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the Payment amounts due in each currency.</p> <p>37.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next Payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
38. Currency of Payment	38.1 Any Payment under this Contract shall be made in the currency (ies) specified in the SCC.

G. Quality Control

39. Identifying Defects	39.1 The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the SCC. The Procuring Entity shall check the Cloud Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Cloud Service Provider's responsibilities. The Procuring Entity may instruct the Cloud Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as defined in the SCC. Guidance related to the defects may be taken from the list published by the Cloud Office
40. Correction of Defects, and Lack of Performance Penalty	<p>40.1 The Procuring Entity shall give notice to the Cloud Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>40.2 Every time notice a Defect is given, the Cloud Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.</p> <p>40.3 If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the</p>

	Procuring Entity will assess the cost of having the Defect corrected, the Cloud Service Provider will pay this amount, and a Penalty for Lack of Performance.
--	---

H. Settlement of Disputes

41. Amicable Settlement	41.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
42. Dispute Settlement	If any dispute arises between the Procuring Entity and the Cloud Service Provider in connection with or arising out of the Contract or the provision of Services, it shall be resolved in accordance with the grievance redressal mechanism provided under Section 35 of the KPPRA Act and the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017, or through the Arbitration Act, 1940 or any other forum or procedure, as mutually agreed upon in the contract agreement and priorly mentioned in the special conditions of the Contract (SCC).

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in Parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<p>Applicable/Governing Law: The Contract shall be governed by and interpreted in accordance with the Laws of the Islamic Republic of Pakistan, with specific jurisdiction falling under the relevant courts of the Khyber Pakhtunkhwa province.</p>
GCC 4	<p>The addresses are: Procuring Entity: TransPeshawar (The Urban Mobility Company), a company incorporated with SECP since 2017, whose registered office is at 1st Floor, KPUMA Building, Main BRT Depot, G.T Road, Peshawar, Khyber Pakhtunkhwa, Pakistan</p> <p>The Cloud Service Provider: _____ Name, address and telephone number: _____ The Cloud Service Provider 's Representative(s): _____ [Name, address, telephone number and e-mail address]: _____</p>
GCC 6.1	<p>The <i>Authorized</i> Representatives are:</p> <p>For the Procuring Entity: Name: _____ Designation: _____</p> <p>For the Cloud Service Provider: Name: _____ Designation: _____ Address: _____</p>
GCC 6.2	N/A
GCC 7	<p>Effectiveness of the contract The Contract shall come into effect on the date the Contract is signed by both the Parties.</p>

GCC 8	<p>Commencement of Services: The Cloud Service Provider shall commence the Services from the Notice to Proceed issued by the PE for the Term of the Contract as specified in SCC.</p>
GCC 10.1	<p>Start Date: The Cloud Service Provider shall commence the Services from the Notice to Proceed issued by the PE.</p>
GCC 10.2	<p>Expiration of Contract: Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. The Contract will be subject to extension as stated in SC, with mutual consent and on agreed terms between the parties, before expiration of the Contract.</p>
GCC 15	<p>Termination 15.1(a) In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Cloud Service Provider shall be responsible for providing to the Procuring Entity all the data store on cloud services along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance either by the PE itself or by any other body to whom the contract may be assigned. 15.1(b) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
GCC 16.1	<p>(iii) Subcontracting: The Cloud service provider shall not subcontract, sublet or assign whole or part of services under this contract.</p>

GCC 17	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Cloud Service Provider should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.
GCC 19	<p>Replace GCC Clause 19.1 entirely with the following revised text:</p> <p>19.1 Liability and Indemnification:</p> <p>(a) Scope of Liability: The Service Provider assumes liability for all risks associated with the provision of services under this Contract, including those typically covered by Professional Liability (Errors & Omissions) and Cyber Liability insurance policies.</p> <p>(b) Unlimited Indemnification: The Service Provider shall indemnify and hold harmless the Procuring Entity against any and all claims, losses, damages, costs, liabilities, and expenses arising out of any breach of security, negligence, error, omission, data breaches, service interruptions, or failure to comply with data protection obligations by the Service Provider or its subcontractors. This liability shall be unlimited.</p> <p>(c) Data Protection & Breach Response: The Service Provider must implement industry-standard security measures and notify the Procuring Entity within forty-eight (48) hours of any data breach. The Service Provider shall bear all costs associated with breach investigation and resolution.</p> <p>(d) Material Breach: Any failure to comply with sub-clauses (a), (b), or (c) constitutes a material breach of this Contract. The Procuring Entity reserves the right to terminate the agreement immediately and pursue all available legal remedies, including the forfeiture of the Performance Guarantee.</p>
GCC 23	<p>Liquidated Damages</p> <p>If the Cloud Service Provider fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Cloud Service Provider shall Pay to the PE as Liquidated Damages at a rate of 0.1% per day with a maximum limit of 10% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the PE. Once the maximum limit is reached, the Procuring Entity may proceed with the termination of the Contract forthwith according to Clause 15 of GCC/SCC.</p>

GCC 24	<p>Performance Guarantee:</p> <p>(a) The amount of Performance Guarantee shall be in PKR to the amount of 10% of Contract Price in shape of CDR/DD/pay order in the name of PE i.e. Chief Executive Officer, TransPeshawar. The Performance Guarantee shall be submitted within 21 days of issuance of Letter of Acceptance.</p> <p>(b) The Performance Guarantee may be applied by the PE to cure any default of the Cloud Service Provider.</p> <p>(c) In case of partial liquidation, the Cloud service provider shall be responsible to replenish with same amount within 07 days of notice of such partial liquidation. If fails to replenish the Performance Guarantee in accordance with this Clause, this shall constitute a material breach of the Agreement and the PE shall be entitled to liquidate the remainder of the Performance Guarantee and terminate the Agreement forthwith.</p>
GCC 26	<p>The Cloud Service Provider must adhere to certified energy efficiency standards for data centers and maintain an internationally recognized electronic waste (e-waste) recycling policy.</p>
GCC 30	<p>Change in the Applicable Law:</p> <p>The Cloud Service Provider shall bear all risks and costs associated with any changes in Applicable Law regarding taxes and duties during currency of Contract. No adjustments to remuneration or expenses shall be made due to such changes.</p>
GCC 32	<p>Proposal quoted shall be inclusive all associated costs and all applicable taxes.</p>
GCC 33	<p>The price shall be paid in Pakistan Rupees. Foreign Currency payments are not applicable under this contract.</p>
GCC 34	<p>34.2 Deleted</p>
GCC 35	<p>Payment:</p> <p>The Procuring Entity (PE) shall pay the Cloud Service Provider on a monthly basis. Payment will be calculated based on the actual number of active user accounts utilized during that billing period. The PE shall be entitled to make all necessary statutory deductions (such as income tax, sales tax, and KPPRA prescribed deductions) at the time of payment processing, in accordance with applicable laws</p>

	<p>35.2 Advance Payment:</p> <p>Not Applicable</p>
GCC 36	36.1 Deleted
GCC 37	37.1 Deleted 37.2 Deleted
GCC 38	<p>Currency of Payment:</p> <p>38.1(a) The unit rates and the prices for the services shall be quoted, invoiced, and paid entirely in Pakistani Rupees (PKR).</p> <p>38.1(b) Service Provide must quote their entire price in PKR, but must separately specify the proportion of the bid price that is attributable to the imported (foreign currency) component of the email exchange services. The Procuring Entity reserves the right to verify the accuracy of the foreign currency component declared by the service provider.</p> <p>38.1(c) The rates of exchange to be used for the currency conversion of the imported component for bid evaluation shall be the Rates published by the State Bank of Pakistan (SBP) prevailing on the date twenty-eight (28) days prior to the deadline for submission of bids.</p> <p>38.1(d) The payments for the imported component of the service shall be subject to adjustment based on fluctuations in the PKR exchange rate against the foreign currency of origin. The adjustment will be calculated using the official SBP exchange rate prevailing on the date of each monthly invoice. The adjustment shall be applied only to the proportion of the contract price that represents the imported component, using the base rate from clause 38.1(b). No adjustments will be made for fluctuations in local currency costs.</p>
GCC 39	<p>Identifying Defects:</p> <p>The Procuring Entity reserve the right at any time to inspect the premises of the Cloud Service Provider to inspect the cloud services and monitor the services being provided.</p>

GCC 42

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

42(b) Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement, may be submitted by either party for settlement through Arbitration.

42(c) The dispute then will be resolved in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.

42(d) Notwithstanding the foregoing, PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes.

42(e) The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between Procuring Entity (hereinafter called “the Procuring Entity”) of the one Part and [*name of Cloud Service Provider*] of [*city and country of Cloud Service Provider*] (hereinafter called “the Cloud Service Provider”) of the other Part:

WHEREAS the Procuring Entity invited Proposals for provision of Procurement of Cloud Services, viz., [*brief description of services*] and has accepted a Proposal by the Cloud Service Provider for the provision of Cloud Hosting Services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as Part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) This form of Contract;
 - (b) the Form of Proposal and the Price Schedule submitted by the Cloud Service Provider;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Entity’s Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the Payments to be made by the Procuring Entity to the Cloud Service Provider as hereinafter mentioned, the Cloud Service Provider hereby covenants with the Procuring Entity to provide the Cloud Hosting Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Cloud Service Provider in consideration of the provision of Cloud Hosting services and the remedying of defects therein; the Contract Price or such other sum as may become Payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Witness to the signatures of the Procuring Entity:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Witness to the signatures of the Cloud Service Provider:

.....