



TRANS PESHAWAR
The Urban Mobility Company

Bid Solicitation Document

Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar

Procurement Title	Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar
Source of Funding	Government of KPK
Bid Security	<p>The bidder shall upload copy of Bid Security on EPADS Portal along with its bid to the amount of two (2)% of bid price in PKR in the shape of Call Deposit Receipt (CDR) in favour of “Chief Executive Officer TransPeshawar” valid thirty (30) beyond the validity of the bid.</p> <p>The bidder shall also submit Bid Security in original form (in hard form) in separate envelop to the procuring entity on the address given below, on or before the deadline for submission of bids. The bid security shall be submitted from the account of the bidder who submits the bid.</p> <p>Address: Attention: Chief Executive Officer (CEO), TransPeshawar</p> <p>Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan</p> <p>The sealed envelope shall clearly mark with:</p> <ul style="list-style-type: none"> • Bidder’s name and address; • Title of the Procurement; and • The words “<i>Original Bid Security</i>” for [Name of Procurement]”.
Tender Ref. No.	TPC/A&HR/OCB/G/SC/2025-26/005
Date of issuance of Bid Solicitation Document	03/04/2026
Deadline for any clarification/ information	10/04/2026 05:00 PM
Deadline for Submission of Bids	30/04/2026 11:30 AM
Opening of Bids	30/04/2026 12:00 PM

Bid Solicitation Document
“Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar.”

1. The TransPeshawar (The Urban Mobility Company) (hereinafter called “the Purchaser”) hereby requests eligible bidders to submit price quotation for **Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar**. Following is the qualification/eligibility requirements to be fulfilled by the bidder. The supporting document shall be attached accordingly.
 - i. Sole Proprietor, or Firm or Company, or General Order Supplier;
 - ii. Registered with FBR for sales and income tax and reflected on Active Tax Payer List (ATL);
 - iii. Submission of requisite Bid Security in accordance with Bid Solicitation Document.
2. To assist you in the preparation of your bid price we enclose herewith the necessary technical specifications/requirements and quantity as “**Technical Specifications and Standards of Performance (Appendix-I)**”. Further, to ensure alignment with the existing design and structure of the shades, the interested bidders are requested to visit this office during working hours from issuance of invitation of bids to deadline for submission of bids.
3. You must quote for all the items under this request. Bids will be evaluated for all items collectively and the contract awarded to the qualified bidder offering the lowest evaluated total cost of all the items.
4. The bids shall be submitted by uploading a PDF file containing Form of Bid and requisite documents through the **KP-EPADS portal** (kp.eprocure.gov.pk) under the **Single Stage – One Envelope Bidding Procedure**.
5. You shall submit only one bid for the given items alternative bids shall not be entertained. Your bid must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Bid, your bid shall be considered non-responsive.
6. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. Any addendum issued shall be part of the Bidding Document. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids.
7. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
8. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
9. The Bid shall comprise single PDF file containing following documents
 - i. Form of Bid;
 - ii. Evidence of Sole Proprietor, or Firm or Company, or General Order Supplier;
 - iii. Registration with FBR for sales and income tax and reflected on Active Tax Payer List (ATL);
 - iv. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document
 - v. Bid Security in accordance with Bid Solicitation Document.
10. To assist in the examination, evaluation, and comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the

Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids.

11. Your bid should be submitted as per the following instructions and in accordance with the attached form of Contract.

- i. PRICES: The prices shall be quoted for supply, delivery and installation of given items at office of TransPeshawar. Prices shall be quoted in PKR. Price shall remain firm and fix during currency of the contract.
- ii. BID SECURITY: The bid security shall be submitted in currency, shape, amount, and manner as provided in bid solicitation documents. A bid not accompanied by compliant bid security shall be rejected as non-responsive;
 - (a) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids;
 - (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
 - (c) The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security.
 - (d) The Bid security may be forfeited if:
 - i. A bidder withdraws his bid during the period of bid validity.
 - ii. In the case of a successful bidder, if he fails to:
 - accept the correction of his Bid Price, pursuant to Para below;
or
 - Furnish the Performance security in accordance with Para below;
 - Sign the contract agreement, in accordance with Para below
- iii. EVALUATION OF BIDS: Offers meeting the terms and conditions, conformance to the technical specifications, and standards of performance and meeting eligibility and/ or qualification requirements stipulated in Bid solicitation document shall be determined as substantially responsive and shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material omissions, deviations or reservations to the terms, conditions, eligibility and/ or qualification requirements and technical specifications and standards of performance provided for in Bid Solicitation Document, and it will not be considered further. In evaluating the bids, the Purchaser will adjust for any arithmetical errors as follows:
 - (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- iv. VALIDITY OF THE OFFER: Your bid should be valid for a period of sixty (60) days from the deadline for receipt of bid.
- v. AWARD OF PURCHASE ORDER. The award will be made to the substantially responsive bidder offering the lowest evaluated price and will be declared as successful bidder and will be issued Purchase Order.

vi. PERFORMANCE SECURITY:

- a. Within seven (07) days of issuance of Purchase Order from the Purchaser, the successful bidder shall furnish the performance security in Pak Rupees to the amount of ten (10%) of contract price in shape of CDR/Bank Guarantee on a format as prescribed by the purchaser, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan. Performance Security shall remain valid thorough out execution of the contract and will be released after completion of the contract including warranty obligations, if any, and subject to satisfactory performance.
- b. The performance security may be forfeited if the Supplier defaults under the contract.
- c. Failure of the successful bidder to submit the requisite 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 Purchaser may award the contract to the next lowest evaluated bidder whose offer is substantially responsive.

vii. Signing of Contract: Within seven (07) days of issuance of the Purchase Order, the successful bidder will sign the contract agreement with the purchaser.

viii. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids: The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

ix. The purchaser will have the right to increase or decrease the quantity by 15%.

FORM OF BID

To:

**Chief Executive Officer TransPeshawar
(The Urban Mobility Company),
First (1st) Floor, KPUMA Building, Main BRT Depot,
Opposite NHA Complex, Chamkani, Peshawar.**

We offer to execute the **Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar**, Ref. No. TPC/A&HR/OCB/G/SC/2025-26/005 in accordance with the Terms and Conditions of this BSD at a Bid Price of ----- (amount in words and figures) (Inclusive of Taxes). We propose to complete the supply, delivery and Installation of Goods under the Contract within the delivery time stipulated in the contract after signing of contract.

S#	Item Description or Make	Qty.	Unit Price (PKR) (Inclusive of Taxes)	Total Price (PKR) (Inclusive of Taxes)
1.	Supply & Delivery and Installation of Steel Cabinets as per Technical Specification and Standard of Performance provided for under Appendix-I.	15		
	Total			

This Form of Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this Bid complies with the Validity of the Offer, Warranty obligation and other terms & conditions of Bid Solicitation Document.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number: _____

Fax Number, if any _____

Email address (optional) _____

SCHEDULE OF SUPPLY

Purchaser: TransPeshawar (The Urban Mobility Company)

Procurement Title: **Supply, Delivery and Installation of Steel Cabinets for Record Room, TransPeshawar**

1. Schedules for Supply, Delivery and Installation:

S#	Description of Goods and Related Services	Quantity	Schedule	Place for Delivery of Goods and Performance of Related Services
1.	Supply, Delivery and Installation of Steel Cabinets as per Technical Specification and Standard of Performance provided for under Appendix-I	15	Within 20 days After Signing of contract	TransPeshawar Office, Chamkani

Appendix-I
Technical Specification and/ or Standard of Performance

Steel Cabinets:

The bidder shall conform to the following specifications.

Quantity	15
Cabinet Size	8 x 4 Feet*22inches
Compartment Size	16" x 18"
Total Compartment	05
Steel Gauge	22
Lockable Doors with best quality handles	02
Steel cabinets in classic grey color, rust-free and equipped with high-quality fittings. Each cabinet shall be fitted with a Sig. Plus or equivalent brand lock, and a steel handle of MEK Pakistan or an equivalent brand. To ensure alignment with the existing design and structure of the shades, a detailed ground visit and meeting shall be conducted with the successful bidder after the award of the work order and prior to delivery. The lead time for delivery of these cabinets shall be 20 days	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. Definitions

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

B. LANGUAGE

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

C. BID SECURITY DEPOSIT

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

D. PLACE AND TIME OF DELIVERY

1. The Supplier shall as may be required by the Procuring Entity deliver and install at, places detailed

in the Terms and Conditions of Supply, the list and Quantities of the goods detailed in the same schedule, not later than the dates specified.

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

E . VARIATIONS / REPEAT ORDERS

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

F . INSPECTION

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

G . PACKAGING (If Applicable)

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

H . PERFORMANCE GUARANTEE

1. Within seven (07) days of issuance of Purchase Order from the PE, the successful bidder shall furnish the performance guarantee in Pak Rupees to the amount of ten (10%) of contract price in shape of CDR/DD/Pay order/bank guarantee, in the name of CEO TransPeshawar. Performance Guarantee shall be retained thorough out execution of the contract and will be released within 28 calendar days after completion of the contract including warranty obligations, if any, and subject to satisfactory performance.

FORFEITURE OF PERFORMANCE GUARANTEE

2. The Performance Guarantee shall be forfeited if the supplier fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the

Contract / Purchase Order. Non compliance of Procuring Entity instructions shall lead to breach of the Contract by the supplier and performance Guarantee may be forfeited.

I. PAYMENT CLAUSE

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

- a) The Supplier submits manually signed invoice certifying that goods supplied are in accordance with the contract. The invoice must show the Purchase Order reference, Goods Receiving and Acceptance Note with date, price/rate of each item.
- b) Goods Receiving Report (in original) signed by the Authorized Representative of Procuring Entity in acknowledgement of having received all goods in accordance with the Contract Agreement.
- c) Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d) Income Tax at current applicable rates shall be deducted from the invoice (otherwise valid Income Tax Exemption Certificate shall be provided by the supplier where applicable)
- e) National Tax Number.
- f) Sales Tax Registration Number.
- g) Certificate in original issued by any authorized representative of Supplier (if applicable).
- h) Bank Account Number and Branch.
- i) Recovery of all applicable taxes at source should be made as per rules.
- j) Certificate from Procuring Entity stating delivered Goods are as per standard / professional requirement as per format given at Annexure-01.

J. DETAIL OF STANDARDS

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

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

1. The supplier shall perform its obligations under the contract in accordance with instruction of the Procuring Entity by following recognized standards, applicable laws and regulations.
2. The suppliers shall appoint a focal person who shall coordinate with Procuring Entity at all times during the execution of contract. The focal person shall have the qualifications as may be agreed between the Procuring Entity and the supplier.
3. The supplier shall carry out its obligations under the contract with due diligence and efficiency and in conformity with sound practices.
4. The supplier shall act at all times so as to protect the interests of the Procuring Entity and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Procuring Entity such information relating to goods and services as the Procuring Entity may from time-to-time reasonably request.
5. Except with the prior written approval of the Procuring Entity, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the goods and services without prior consent of the supplier.
6. The supplier agrees that no proprietary and confidential information received by the supplier from the Procuring Entity shall be disclosed to a third party unless the supplier receives a written

- permission from the Procuring Entity to do so.
7. In addition to any other remedies provided under the contract and or law, the Procuring Entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -
 - a. Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value. Exceeding such limit will be considered material breach of contract by the supplier and contract will be terminated forthwith without any notice, and performance security shall be forfeited.
 - b. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the contract agreement;
 - c. Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring Entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or
 - d. Recover any consequential losses/damages incurred by Procuring Entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L . DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

1. Both parties agree to resolve any disagreements or disputes arising out of the Agreement or its interpretation, during the currency of the Agreement, through direct and informal negotiations. If deemed necessary, either party may escalate the dispute to the Chief Executive Officer of the Transpeshawar for its amicable resolution. The CEO shall address the matter within fifteen (15) Business Days from the date the dispute is referred, or within a mutually agreed timeframe by both parties.
2. In the event that no settlement is reached in accordance with L-1, either Party may refer the matter in dispute to arbitration. The arbitration proceedings shall be carried out under the Arbitration Act, 1940 and the seat of arbitration shall be Peshawar Pakistan and the language shall be English.
3. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Contract.
4. Notwithstanding L-2 the PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes under L-2.

M . INDEMNITY

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

N . SUB-LETTING CONTRACT

1. The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the Procuring Entity. In the event of the Supplier subletting or assigning this Contract or any part thereof without such permission, the Procuring Entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and

the supplier shall be liable for any loss or damage which the Procuring Entity may sustain in consequence of arising out of such purchase.

O . BRIBES COMMISSION ETC.

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

P . COMPLETION AND TERMINATION (OF THE CONTRACT AGREEMENT)

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

TERMINATION BY THE PROCURING ENTITY

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

TERMINATION BY THE SUPPLIER

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

Q . FORCE MAJEURE

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

R . APPLICABLE LAWS

1. This Agreement shall, in all respects, be read and construed and shall operate in conformity

with the laws of the province of Khyber Pakhtunkhwa and of Islamic Republic of Pakistan.

S . CONTRACT AMENDMENT

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

T . NOTICES

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

To: The Procuring Entity:

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

To: The Supplier -----

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

ANNEXURE - 01

DETAIL OF STANDARDS (as per clause J of General and Special Conditions of Contract)

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

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

(Assessment /Evaluation Officers)
Name and Designation

CONTRACT FORM

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

Between

M/s TransPeshawar (The Urban Mobility Company), a company incorporated with SECP since 2017, whose registered office is at 1st Floor, KPUMA Building, Main BRT Depot, G.T Road, Peshawar, Khyber Pakhtunkhwa, Pakistan (hereinafter called "**Procuring Entity**") which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the Procuring Entity of one party

And

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract, referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

- a) Contract Agreement;
- b) Letter of Acceptance / Purchase Order;
- c) General and Special Conditions of Contract;
- d) Form of Bid;
- e) Schedule of Supply;
- f) Performance Guarantee;
- g) _____
- h) _____

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply of goods and services as per schedule of Supply; the Contract Price and/or such other sum as may become payable under the provisions of the Contract at the time(s) and in the manner prescribed by the Contract.

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

Signature of the Supplier
Name: _____
Designation: _____
Address: _____
(Seal)

Signature of the Procuring Entity
Name: _____
Designation: _____
Address: _____
(Seal)

Signed in the presence of:

Witness: 01

Signature: _____

CNIC: _____

(Name, Title and Address)

Witness: 02

Signature: _____

CNIC: _____

(Name, Title and Address)