

# **Corrigendum**

## **REQUEST FOR PROPOSAL**

RFP No.: TPC/PNI/DS/NRA/2025-26/011

**New Routes Assessment, Route Prioritization, Ridership Analysis, Customer Satisfaction  
and Cycle Track Alignment Consultant for BRT System Peshawar**

*TransPeshawar (The Urban Mobility Company)*

**Issued on: *March 13, 2026***

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**Section 1- Letter of Invitation**

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## Section 1- Letter of Invitation

### Letter of Invitation

**RFP No.:** TPC/PNI/DS/NRA/2025-26/011

**Date:** March 13, 2026

Dear Mr./Ms.:

1. TransPeshawar (hereinafter called the “Procuring Entity”) invites proposals to provide the following consulting services:  
**“New Routes Assessment, Route Prioritization, Ridership Analysis, Customer Satisfaction and Cycle Track Alignment Consultant for BRT System Peshawar”**  
More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) is addressed to all the consultants meeting the eligibility criteria provided in this document.
4. The Consultant will be selected under **Quality and Cost Based System (QCBS) of Selection, with Single Stage – Two Envelope** bidding procedure as described in this RFP, in accordance with “The KPPRA Act and Procurement Rules.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract

Yours sincerely,

Chief Executive Officer (CEO)  
TransPeshawar (The Urban Mobility Company)

## **Section 2. Instructions to Consultants**

## 2. Instructions to Consultants

### 1. Definitions

- (a) “Procuring Entity (PE)” As defined in Section 2 (q) of the KPPRA Act and Letter of Invitation.
- (b) “Consultant” means a legally- established professional consulting firm or company or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture that provide the Services to the Procuring Entity under the Contract.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- (l) “The services/assignment” means all the activities to be performed under Terms of Reference (ToR).
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and expected results and deliverables of the assignment.

### 2. Introduction

2.1 The Procuring Entity named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal

conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in **Data Sheet**.

### 3.1. **Conflict of Interest**

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i). A consultant that has been engaged by the procuring Entity to provide goods, works, services or consulting services for the assignment, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, services including consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of the assignment, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii). A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.

(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment,

or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.2 Government officials and civil servants may be hired as consultants only if:

(i) They are on leave of absence without Pay;

(ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and

(iii) Their employment would not give rise to any conflict of interest.

#### **4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:

“Corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

#### **5. Integrity Pact**

5.1. The consultants are required to submit integrity pact on prescribed format as indicated in the **Data Sheet**.

#### **6. Eligible Consultants**

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

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

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

**Sanctions:** 6.3.1 A Consultant declared blacklisted by the Procuring Entity or other Public Entities in accordance with the above Clause 4 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the PEs whichever is later.

#### **6. Eligibility of Sub Consultants**

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the shortlisting process.

#### **7. Only One Proposal**

Consultants/ Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed. All such proposals shall stand disqualified.

## 9. **Proposal Validity**

9.1 The **Data Sheet** indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

## 10. **Clarification and Amendment in RFP Documents**

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing, provided they received before the date specified in **Data Sheet**. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## 11. **Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are instructed to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the **Data Sheet**, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

## 12. **Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

## 13. **Technical Proposal Format and Content**

13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the **Data Sheet**. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

(iv). Proposed professional staff must, at a minimum, have the experience indicated in the **Data Sheet**, preferably working under similar geographical condition.

(v). Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information or as stipulated under **Data Sheet** using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

13.3. The Technical Proposal shall not include any financial information.

#### 14. **Financial Proposals**

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the **Data Sheet** (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### 15. **Taxes**

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing during currency of contract agreement unless exempted by relevant tax authority or as indicated in the **Data Sheet**.

#### 16. **Submission, Receipt, and Opening of Proposals**

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "**Do Not Open With The Technical Proposal** ". If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. Alternatively, in case of electronic submission, the method for submission shall be as indicated in **Data Sheet**.

16.4 The Proposals must be submitted as indicated in the **Data Sheet** and received by the PE no later than the time and the date indicated in the **Data Sheet**, or any extension to this date. Any proposal received by the PE after the deadline for submission shall not be opened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

16.5 The Technical Proposal will be opened on the date and time as indicated in **Data Sheet**.

#### 17. **Proposal Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of

the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **18. Evaluation of Technical Proposals**

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

### **Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened or shall not be opened in case of electronic bidding.

## **19. Evaluation of Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened, in case of conventional or manual bidding. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. Additionally, in case of electronic bidding, if there is discrepancy in rates quoted on EPADS and Financial Proposal Submission Form (Tech – 1), the proposal will be rejected.

19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

## 20. **Negotiations**

20.1 Negotiations will be held at the date and address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

## 21. **Technical negotiations**

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.

## 22. **Financial negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

## 23. **Availability of Professional staff/experts**

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the

original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

#### 24. **Award of Contract**

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant by issuing the letter of acceptance or award. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.3 After issuing of letter of acceptance or award of contract the consultant shall be required to submit a Performance security as indicated in **date sheet**.

24.4 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

#### 25. **Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## Data Sheet

2.1	<b>Name of the Procuring Entity:</b> TransPeshawar (The Urban Mobility Company) <b>Method of Selection:</b> Quality and Cost Based Selection (QCBS) through Single Stage – Two Envelope Bidding Procedure.
2.2	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes
2.3	Pre-proposal conference will be held on: <b>Date:</b> March 19, 2026, <b>Time:</b> 11:30 AM (PST).
2.5	The PE will provide the following inputs and facilities: The inputs and facilities shall be as provided for in Terms of Reference, in any.
5.1	Consultant undertake to sign and submit Integrity Pact on given format.
6.1	<ul style="list-style-type: none"> <li>(a) Firm or Company or any combination thereof duly registered with Registrar of Firms or with SECP.</li> <li>(b) Valid and active NTN with FBR &amp; Sales tax with KPRA;</li> <li>(c) Valid Registration with Pakistan Engineering Council in relevant category;</li> <li>(d) Existence of consultant as firm/company for at least five (05) years;</li> <li>(e) Successful completion/ongoing of at least two (02) projects in last five (05) years relating to urban transport planning, or BRT/ mass transit ridership assessment/survey, or transport financial modelling.</li> <li>(f) Not Blacklisted from any public entity in Pakistan</li> </ul>
9.1	Proposals validity shall be 90 days.
10.1	Clarifications may be requested till March 19, 2026 via EPADS.
11.2	The available budget is: PKR. 9.5 million
13.1(ii)	Not Applicable
13.1(iv)	As provided for in Term of Reference
13.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p><b>The Technical Proposal shall comprise the following:</b></p> <ul style="list-style-type: none"> <li>1. Technical Proposal Submission Form (TECH-1)</li> <li>2. Power of Attorney to sign the Proposal</li> <li>3. Affidavit on e-stamp paper of PKR.150 or above and duly notarized to the effect that the consultant has never been blacklisted by any public sector entity in Pakistan.</li> <li>4. Integrity Pact on given format and on duly notarized e-stamp paper of PKR 150 or above;</li> <li>5. Documentary proof/relevant documents for eligibility of Consultant in Accordance with ITC 6.1</li> <li>6. Consultant’s Organization and Experience (TECH-2)</li> <li>7. Comments and Suggestions on the Terms of Reference (TECH-3)</li> </ul>

	<p>8. Description of Approach, Methodology and Work Plan (TECH-4)</p> <p>9. Team Composition and Task Assignments (TECH-5)</p> <p>10. Curriculum Vitae (CV) (TECH-6)</p> <p>11. Staffing Schedule (TECH-7)</p> <p>12. Work Schedule (TECH-8)</p>
14.1	<p>This is a lump sum consultancy contract; therefore, the Consultant is required to propose a single lump sum price that includes all costs related to the performance of the Services, including but not limited to remuneration, out of pocket expenses, per diem allowances, travel, accommodation, office overheads, backstopping support, taxes, profits and communication expenses. Financial proposal shall also include breakdown of cost on given formats provided in Section 4. The breakdown of cost shall form the basis for reaching a single lump sum cost/ proposal price however, the payment will be made on deliverable basis.</p>
15.1	<p>The Consultant will be subject to all admissible taxes including sales tax on services, stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.</p>
16.3	<p>16.3.1. The Proposal shall be submitted electronically through EPADS.</p> <p>16.3.2. The Consultant shall submit a signed and complete Proposal comprising Technical Proposal and Financial Proposal.</p> <p>16.3.3. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>16.3.4. A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>16.3.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>16.3.6. Once signed and stamped, each Proposal (Technical and Financial) shall be scanned and compiled into separate <b>PDF</b> files.</p> <p>16.3.7. The PDF files shall be clearly named as:</p> <ul style="list-style-type: none"> <li>• <i>“Technical Proposal for [Name of Assignment] – [Name of Consultant]”</i></li> <li>• <i>“Financial Proposal – [Name of Assignment] – [Name of Consultant]”</i></li> </ul> <p>16.3.8. If more than one version of a file is uploaded, the version most recently uploaded <b>before the deadline</b> will be considered the <b>Final/Original Proposal</b>.</p> <p><b>16.3.9.</b> Physical sealing of proposals is not required. However, Consultants must ensure that Technical and Financial Proposals are uploaded in <b>separate</b></p>

	<b>clearly named PDF files</b> as stipulated above.		
16.4	The proposals, both Technical and Financial, must be submitted through EPADS no later than the following date and time: <b>Date:</b> <del>April 07, 2026</del> , April 14, 2026 <b>Time:</b> <del>11:30 AM (PST)</del> , 02:30 PM (PST)		
16.5	Technical Proposals will be opened on following date and time: <b>Date:</b> <del>April 07, 2026</del> April 14, 2026 <b>Time:</b> <del>12:00 PM (PST)</del> 03:00 PM (PST)		
18.1	In first instance eligibility of the consultants in accordance with criteria stipulated under ITC 6.1 shall be assessed. The Consultants not meeting eligibility requirements shall be rejected and will not be consider for detailed technical evaluation as per criteria, sub-criteria and point system given below for evaluation of Technical Proposal.		
18.1	Criteria	Sub-Criteria	Max. Points
	1. Relevant Experience		20
		1.1. Existence of consultant as firm/company for at least five (05) years; 2 marks for each year of experience.	10 Marks
		1.2. Successful completion/ ongoing, in last five (05) years, projects relating to urban transport planning, or BRT/ mass transit ridership assessment/survey, or transport financial modelling. 2 marks each one contract/ project.	10 Marks
	2. Approach and Methodology and Work Plan		30
	2.1	Adequacy of proposed Technical Approach & Methodology with TORs.	10
	2.2	Detailed work plan aligned with deliverables and timeline	10
	2.3	Staffing Schedule. Team	10

		Composition & Task Assignment	
	3. Team Composition and Qualification	30% weightage will be given to matching qualification, 70% to experience as described in the TORs.	50
	Position K1	3.1 Transport Engineer / Planner – Team Leader	10
	Position K2	3.2 Financial Analyst	10
	Position K3	3.3 Data Analyst / Statistician	10
	Position K4	3.4 Traffic & Transport Engineer	10
	Position K5	3.5 Survey & GIS Specialist	10
	Total		100
	The minimum technical score (St) required to pass is: 70%		
19.4	<p>The Combined Score (S) shall be calculated using the following formula:</p> $S = St \times 0.80 + Fs \times 0.20$ <p>Where:</p> <p>S = Combined Score</p> <p>St = Technical score awarded to the proposal (out of 100)</p> $Fs = (Fmin/F) \times 100$ <p><i>Fmin</i> = Lowest evaluated financial proposal</p> <p>F = Financial proposal under consideration</p>		
20.1	As indicated in Letter of invitation to negotiate.		
24.3	The successful consultant shall be under an obligation to submit performance security <del>10%</del> 05% of contract price in the form of CDR/DD/PO/ Bank Guarantee		

	within 15 days of issuance of Letter of Award by PE.
24.4	Expected date for commencement of consulting services shall be as provided in letter of award/ contract.

### **Section 3. Technical Proposal - Standard Forms**

#### **Section 3. Technical Proposal - Standard Forms**

*[Comments in brackets] provide guidance to the shortlisted Consultants/ Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]*

Refer to Reference **Paragraph 13.1 of the Data Sheet** for format of Technical Proposal to be submitted, and Paragraph 13.1 of Section 2 of the RFP for Standard Forms required and number of Pages recommended.

## Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To:

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services [Name of Consulting Assignment] in accordance with your Request for Proposal dated [Insert Date].

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal under separate PDF files.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant or JV member], if any.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials] \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

**Section 3. Technical Proposal - Standard Forms**

**For FTP Only**

**Form TECH-2. Consultant's Organization and Experience**

**A - Consultant's Organization**

*[Provide here a brief (two Pages) description of the background and organization of your firm/entity and each associate/JV member for this assignment.]*

**Section 3. Technical Proposal - Standard Forms**

**B - Consultant's Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20Pages.]*

<b>Assignment name:</b>	<b>Approx. value of the contract (in current US\$ or Euro or PKR):</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of PE:</b>	<b>Total No of staff-months of the assignment:</b>
<b>Address:</b>	<b>Approx. value of the services provided by your firm under the contract (in current US\$ or Euro or PKR):</b>
<b>Start date (month/year): Completion date (month/year):</b>	<b>No of professional staff-months provided by associated Consultants:</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b>
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

Firm's Name:

**Section 3. Technical Proposal - Standard Forms**

**For FTP Only**

**Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE**

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. ]*

### **Section 3. Technical Proposal - Standard Forms**

#### **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the PE according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment**

(For small or very simple assignments the PE should omit the following text in Italic)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



**Form TECH-5. Team Composition and Task Assignments**

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

## Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. Name of Firm [*Insert name of firm proposing the staff*]: \_\_\_\_\_
3. Name of Staff [*Insert full name*]: \_\_\_\_\_
4. \_\_\_\_\_ Date \_\_\_\_\_ of \_\_\_\_\_ Birth:  
\_\_\_\_\_ Nationality: \_\_\_\_\_
5. \_\_\_\_\_  
Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
6. Membership of Professional Associations: \_\_\_\_\_
7. Other Training [*Indicate trainings obtained*]: \_\_\_\_\_
8. Time with organization/consultant \_\_\_\_\_
9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. ]:*

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_

Employer: \_\_\_\_

Positions held: \_\_\_\_\_

**Section 3. Technical Proposal - Standard Forms**

<p>11. Details of the assigned tasks</p> <p><i>[List all tasks to be Performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>PE:</p> <hr/> <p>Main project features:</p> <p>Positions held:</p> <hr/> <p>Activities Performed:</p>
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**13. Certification:**

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

*[Signature of staff member or authorized representative of the staff]* \_\_\_\_\_ Date:           /          /            
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

Section 4. Technical Proposal - Standard Forms

**FORM TECH-7. Team Composition and Assignment**

No	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	13	Home Field <sup>3</sup>	Total	
<b>Key Experts</b>																	
1																	
2																	
n																	
													<b>Subtotal</b>				
<b>Non-Key Staff</b>																	
1																	
2																	
n																	
													<b>Subtotal</b>				
													<b>Total</b>				

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

Full time input

Part time input

No	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	13

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.<sup>1</sup>

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1 Duration of activities shall be indicated in the form of a bar chart.

**Section 4. Technical Proposal - Standard Forms**

**Authorization/Power of Attorney**

[For a Service Provider participating in the bidding through a representative shall submit Power of Attorney.

In case of a Joint Venture, power of attorney shall be submitted separately by each partner]

[To be submitted on E-stamp paper of PKR. 150 and duly notarized]

[Incomplete/partially filled authorization/Power of Attorney or person authorizing signatory being incompetent shall be treated as deficient]

**THIS POWER OF ATTORNEY** is executed at \_\_\_\_\_ 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 Client**”), in respect of the [**Name of Services**] (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 Client 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 Client 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) \_\_\_\_\_

\_\_\_\_\_

#### **Section 4. Financial Proposal - Standard Forms**

#### **Section 4. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants/ Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Name of Consulting Assignment] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures<sup>1 2</sup>*] inclusive of all applicable taxes including sales tax on services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	--------------------------------------

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

Yours sincerely,

Authorized Signature [*In full and initials*] '. \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address' \_\_\_\_\_

---

**1** Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.  
**2** If applicable, replace this Paragraph with: “No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution.”

FORM FIN-2. SUMMARY OF COSTS

Item	Costs
	<i>Indicate Amount in PKR inclusive of Taxes including sales tax on services</i>
Total Costs of Financial Proposal <sup>1</sup>	

**1 Indicate the total costs inclusive of all applicable taxes including sales tax on services. Such total costs must coincide with the sum of the relevant total indicated in provided with the Proposal.**

Section 4 - Financial Proposal - Standard Forms

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<b>2</b> Group of Activities (Phase):	<b>3</b> Description:			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 7]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
All Applicable Taxes Including Sales Tax on Services				
Total Cost inclusive of all applicable tax including sales tax on services				

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
Foreign Staff							
Total Costs							

- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.**
- 3 Indicate separately staff-month rate and currency for home and field work.**
- 4 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.**
- 5 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.**



Section 4 - Financial Proposal - Standard Forms

**Form FIN-5. Breakdown of Reimbursable Expenses<sup>1</sup>**

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
Nº	Description <sup>2</sup>	Unit	<sup>3</sup> Unit Cost	Quantity	<i>[Indicate Foreign Currency # 1]</i>	<i>[Indicate Foreign Currency # 2]</i>	<i>[Indicate Foreign Currency # 3]</i>	<i>[Indicate Local Currency]</i> <sup>4</sup>
	Per diem allowances	Day						
	International flights	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PE's Personnel							
Total Costs								

**Section 4 - Financial Proposal - Standard Forms**

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.**
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.**
- 3 Indicate unit cost and currency.**
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN- 2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.**
- 5 Indicate route of each flight, and if the trip is one- or two-ways.**
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.**

**Form FIN-5. Breakdown of Reimbursable Expenses**

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insertplace] and [Insertplace]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of Personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	office rent, clerical assistance		
	Training of the PE's Personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.

**APPENDIX. Financial Negotiations - Breakdown of Remuneration Rates**  
(Not to be used when cost is a factor in the evaluation of Proposals)

**1. Review of Remuneration Rates**

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form Part of the negotiated contract.

1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm’s remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

**(i) Salary**

This is the gross regular cash salary Paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus.

**(ii) Social Costs**

Social costs are the costs to the firm of staff’s non-monetary benefits. These items include, *inter alia*, social security including Pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. in this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm’s leave policy is acceptable as a social cost.

**(iii) Cost of Leave**

The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

$$\text{Leave cost as Percentage of salary} = \frac{i \text{ total days leave} \times 100}{[365 - w - ph - v - s]}$$

<sup>1</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

It is important to note that leave can be considered a social cost only if the PE is not charged for the leave taken.

(iv) **Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (Partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the Percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not Permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly Payments charged for subcontracted staff.

(v) **Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses Paid on a regular basis are listed, a corresponding reduction in the profit element shall be exacted. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that Payments shall be made against an agreed estimated Payment schedule as described in the draft form of the contract.

(vi) **Away from Headquarters Allowance or Premium**

Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

(vii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is Payable for dependents—the subsistence rate shall be the same for married and single team members.

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

2. **Reimbursable expense's**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

#### **Section 4 - Financial Proposal - Standard Forms**

### **3. PE Guarantee**

3.1 Payments to the firm, including Payment of any advance based on cash flow projections covered by a PE guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

**Sample Form**

Consulting Firm:  
Assignment:

Country:  
Date:

**Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to Pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

*[Name of Consulting Firm]*

Signature of Authorized Representative

Date

Name: \_\_\_\_\_

Title:

**Section 4. Financial Proposal - Standard Forms**

**Consultant's Representations Regarding Costs and Charges**

1. Expressed as Percentage of 1

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary Per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour <sup>1</sup>
<b>Home Office</b>									
<b>Field</b>									

1. Expressed as Percentage of 4

## **TERMS OF REFERENCE (TORs)**

### **1. BACKGROUND**

TransPeshawar (The Urban Mobility Company) operates the Zu Bus Rapid Transit (BRT) system in Peshawar. The Company is currently operating a fleet of 244 diesel-hybrid buses including 12-meter and 18-meter length. TransPeshawar is in process of inducting 52 new diesel-hybrid buses and 50 electric buses in Peshawar. The new routes will be operated with induction of these new buses to facilitate the public at large. TransPeshawar intends to assess new routes with route prioritization along with estimated passenger ridership.

In addition, TransPeshawar is facing varying passenger ridership patterns due to various factors e.g., increasing fuel prices, fare increase, expansion needs & fleet modification, presence of competing paratransit systems, etc. TransPeshawar intends to have an analysis to support operational decision-making.

Moreover, several strategic planning needs including ridership elasticity study, customer satisfaction assessment, impact of non-connecting routes, potential loss due to non-operation of Cantt route, and cycle track alignment require an integrated consultancy-based approach.

To ensure data-driven decisions, TransPeshawar intends to engage through open competitive bidding process to conduct a comprehensive set of assessments and provide actionable recommendations.

### **2. OBJECTIVE OF THE ASSIGNMENT**

The primary objective is to conduct a comprehensive set of studies covering:

- i. Assess ridership of new routes with route prioritization for phased expansion.
- ii. Ridership assessment of whole BRT system along with feeder routes considering following but not limited to:
  - a. Impact of fuel price increase on system operations and future sustainability
  - b. Impact of fare increase scenarios
  - c. Financial impact of paratransit on Zu BRT ridership
  - d. Ridership elasticity analysis with respect to external factors

- e. Recommendations for improvements
- iii. Women ridership analysis and Pink Bus deployment strategy using primary and secondary data.
- iv. Customer satisfaction and perception survey
- v. Impact assessment of non-connecting routes
- vi. Potential revenue loss due to non-operation of the planned routes e.g. Cantt Route
- vii. Route alignment assessment for the citywide cycle track

The analysis shall support TransPeshawar in making informed operational, financial, and planning decisions.

### **3. SCOPE OF WORK**

The Consultant shall perform the following tasks:

#### **Task 1: Routes Prioritization, Ranking & Demand Analysis**

- i. Analyse demand, coverage, connectivity, socioeconomic factors, and operational feasibility.
- ii. TransPeshawar initially identified 13 potential new routes. Traffic count and occupancy survey will be carried out by the consultant at tentative 3 link points for two days (One peak day and one off-peak day) along each route. TransPeshawar/ consultant may add additional routes, if required.
- iii. Develop a prioritization matrix and rank all proposed routes.
- iv. Recommend high-priority routes for phased expansion along with a rollout plan.
- v. Estimate ridership potential for each proposed route using appropriate tools.

#### **Task 2: System-wide Ridership Assessment (Including Feeder System)**

##### **2. Ridership Surveys and Pilferage Assessment**

- i. Conduct ridership surveys for complete BRT system including corridor and feeder bus routes.
- ii. There are 30 BRT stations along the corridor and around 135 direct route buses serving outside the corridor.
- iii. Compare survey ridership results with ITS system output and bus capacity and schedules.
- iv. Review and assess operational parameters and system efficiency.

- v. Analyse following:

### **2.1 Impact Analysis of Fuel Price Increase**

- i. Review historical and current fuel price trends.
- ii. Quantify cost implications for BRT trunk, feeder operations, and support fleet.
- iii. Evaluate operational, contractual, and financial impacts.
- iv. Provide mitigation options and future sustainability recommendations.

### **2.2 Impact Analysis of Fare Increase**

- i. Develop multiple fare adjustment scenarios and model ridership impacts.
- ii. Assess revenue, financial viability, and affordability implications.
- iii. Conduct social impact analysis.
- iv. Recommend optimal fare strategies for the short, medium, and long term.

### **2.3 Financial Impact of Paratransit & Competitive Modes**

- i. Map and analyse paratransit services competing with BRT routes.
- ii. Quantify ridership diversion and modal shift patterns.
- iii. Estimate financial losses caused by paratransit competition.
- iv. Provide recommendations for integration, regulation, enforcement, or redesign.

### **2.4 Ridership Elasticity Analysis**

- i. Conduct elasticity analysis based on price, service frequency, waiting time, travel time, reliability, comfort, and other external factors.
- ii. Identify key determinants influencing ridership behaviour.
- iii. Develop elasticity-based planning and decision-support tools.

### **Task 3: Women Ridership Analysis & Pink Bus Deployment Strategy**

- i. Analyze women ridership patterns using collected primary (user perception survey) and provided secondary data (CCTV, Check ins & Check outs) across corridor and off-corridor routes to identify high-demand stops and underserved segments for female passengers.
- ii. Map peak travel hours for female ridership across morning, afternoon, and evening windows to identify time slots requiring improved service provision.

- iii. Develop a routing and deployment strategy for the dedicated Pink Buses, recommending optimal route alignments corridor spine vs. off-corridor feeder based on female ridership demand concentration.
- iv. Conduct a cost assessment for the operation of the dedicated Pink Buses, including capital, operational, and maintenance expenditures.
- v. Evaluate the projected impact of the Pink Bus deployment on the existing subsidy structure of the BRT system.

### **Task 3: Customer Satisfaction & Perception Survey**

- i. Conduct statistically representative surveys across BRT stations, routes, and service types.
- ii. Assess service experience, safety, comfort, fare perception, accessibility, and passenger information.
- iii. Benchmark results against international BRT systems.
- iv. Develop a Customer Satisfaction Index (CSI) and recommend service improvements.

### **Task 4: Impact Assessment of Non-Connecting Routes**

- i. Identify inefficiencies caused by non-connecting or partially connected routes.
- ii. Evaluate impacts on ridership, waiting time, transfer convenience, and operational costs.
- iii. Provide redesign, simplification, and integration recommendations.

### **Task 5: Revenue Loss Assessment for Non-Operational Planned Routes (e.g., Cantt Route)**

- i. Estimate expected ridership for the non-operational Cantt section.
- ii. Quantify revenue loss due to delayed or cancelled operations.
- iii. Assess impacts on network connectivity, corridor performance, and socio-economic outcomes.
- iv. Provide alternative operational scenarios for the short and long term.

### **Task 6: Citywide Cycle Track Route Alignment Assessment**

- i. Analyse the proposed cycle track alignment across Peshawar.

- ii. Assess demand, safety considerations, right-of-way constraints, and integration with BRT stations.
- iii. Recommend optimized alignment options and a phased implementation plan.

**Task 7: Reporting, Stakeholder Engagement & Presentations**

- i. Conduct stakeholder consultations with TransPeshawar, operators, and relevant government bodies.
- ii. Provide periodic progress updates and formal presentations to management and the Board.
- iii. Prepare high-quality analytical reports, mapping outputs and dashboards.
- iv. Incorporate stakeholder feedback into draft and final deliverables.

#### 4. DELIVERABLES

Sr. No.	Deliverable	Description	Timeline
1	Inception Report	Workplan, methodology, data collection instruments	Week 2
2	Surveys Results & Analysis	Surveys forms, Data Entry & Analysis sheet, Comparison with ITS system data, survey report.	Week 6
3	Draft Report	All Tasks	Week 9
4	Final Report	All Tasks	Week 10

#### 5. TEAM COMPOSITION – KEY EXPERTS

Sr. No.	Position	Qualification
1	Transport Engineer / Planner – Team Leader	Masters in Transport Engineering / Planning with 10+ years' relevant experience
2	Financial Analyst	Masters in Finance / Economics with 8+ years' experience in transport sector modelling
3	Data Analyst / Statistician	Masters in Statistics/Data Science with 5+ years' experience
4	Traffic & Transport Engineer	Bachelor / Master's in Transportation Engineering with 7+ years' experience
5	Survey & GIS Specialist	Bachelor/Master's in GIS/Urban Planning with 5+ years' experience

(Non-key experts may be added as needed.)

#### 6. DURATION & PAYMENT SCHEDULE

##### 6.1 Duration: 10 Weeks

##### 6.2 Payment Schedule:

- i. 10% — Inception Report
- ii. 40% — Surveys Results & Analysis
- iii. 25% — Draft Report
- iv. 25% — Final Report

#### 7. LIQUIDATED DAMAGES

- i. PKR ~~25,000~~ 5000 per day shall apply in case of delayed submission beyond agreed timelines.
- ii. Extensions may be granted if delays occur due to data provision, law and order situation and approvals by TransPeshawar.

## **8. TERM / DURATION OF CONTRACT**

- i. Effective for ~~12~~ 26 weeks from the date of signing.
- ii. Extensions subject to mutual written agreement.

## **9. REPORTING & SUPERVISION**

The Consultant shall report to the **Chief Executive Officer (CEO), TransPeshawar**, through the **Planning & Infrastructure Department**, and provide periodic updates.

## **10. CONFIDENTIALITY**

All data, tools, models, and reports produced under the assignment shall remain the exclusive property of TransPeshawar and shall not be published without prior written approval of TransPeshawar.

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means laws of Islamic Republic of Pakistan and the province of Khyber-Pakhtunkhwa.
- (b) "Procuring Entity PE" means the Employer, the implementing department which signs the contract
- (c) "Consultant" means a person, a firm, a company or an organization undertaking supply of services
- (d) "Contract" means the Contract signed by the Parties and all the attached documents, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be Paid by the PE to the Consultant for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Term" means the Term of The Contract as provided under Schedule of Requirement;
- (h) "Foreign Currency" means any currency other than the currency of the PE's country.
- (i) "GC" means these General Conditions of Contract.
- (j) "Government" means the Government of Khyber Pakhtunkhwa.
- (k) "Local Currency" means Pak Rupees.
- (l) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (m) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them.
- (n) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the consulting services to be performed by the Consultant pursuant to The Contract, as described in the Terms of References.

- (q) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (r) "In writing" means communicated in written form with proof of receipt.
- (s) "Joint Venture (JV)" means a consortium or association of more than one Consultants where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (t) "Key Expert(s)" means individual professional (s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant's proposal.

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

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

## 1.2 **Law Governing Contract:**

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

## 1.3 **Language:**

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

## 1.4 **Notices:**

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

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

**1.5 Location:**

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

**1.6 Authority of Member in Charge:**

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

**1.7 Authorized Representatives:**

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

**1.8 Taxes & Duties:**

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

**1.9 Fraud & Corruption:**

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014. Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

**Integrity Pact:**

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

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

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

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

### **2.1 Effectiveness of Contract:**

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

### **2.2 Commencement of Services:**

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

### **2.3 Expiration of Contract:**

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

### **2.4 Modifications or Variations:**

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

### **2.5 Force Majeure:**

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

#### **2.5.1 No Breach of Contract:**

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

## **2.5.2 Extension of Time:**

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

## **2.5.3 Payments**

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to be Paid under the terms of this Contract, as well as not to be reimbursed for additional costs incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination and Material Breach**

### **2.6.1 Termination by PE**

- A. If the Consultant commits a material breach of the Contract and fails to remedy such breach within given time of issuance of notice indicating such breach, the PE shall be entitled to, without prejudice to any other remedy under Applicable Law or the Contract, seek specific performance of the Contract or terminate the Contract on notice to the Consultant and in either event recover such damages/losses as it may have sustained. In case of such termination, the PE shall be entitled to forfeit Performance Security fully or remaining, as the case may be, apart from other remedies provided for under the Relevant Law and/or the Contract. However, in case of Force Majeure, if the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, the Contract may be terminated without imposition of liquidated damages or forfeiture of Performance Security. Save as otherwise provided in the Contract, a material breach shall be if the Consultant:
- (a) abandons any of its obligations prematurely under the Contract;
  - (b) does not remedy the failure in the Performance of their obligations under the Contract, within notice period or within any further period as the PE may have subsequently approved in writing;
  - (c) delegates or sub-contracts the Contract or part thereof in contravention to the provisions of the Contract;
  - (d) fails to replenish the Performance Security in accordance with the provisions of the Contract;
  - (e) fails to comply with any instruction given to the Consultant by the PE results in issuance of three notices in respect thereof.
  - (f) If the Consultant becomes insolvent or bankrupt.
  - (g) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- B. If, as a result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- C. If the PE, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

- D. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

## **2.6.2 By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (60) days' written notice to the PE, provided that such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultant's fault.
- (b) Pursuant to Clause GC 6.4 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PE fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

## **2.6.3. Payment Upon Termination**

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

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

# **3. OBLIGATIONS OF THE CONSULTANT**

## **3.1 General**

### **3.1.1 Standard of Performance:**

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

### **3.2 Conflict of Interests:**

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

#### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.:**

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

#### **3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project:**

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

#### **3.2.3 Prohibition of Conflicting Activities:**

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

#### **3.2.4 Conflict among consulting assignments:**

The Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Procuring Entity.

### **3.3 Confidentiality:**

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

#### **3.4.1 Professional Liability of the Consultant:**

- (a) The Consultant shall be held liable for all losses or damages and short comings in deliverance etc., suffered by the Procuring Entity as a result of mis-conduct or inadequate Services in performing the Contract.

(b) The extent of the liability pursuant of GC Clause 3.4.1 shall be twice the remuneration, excluding out of pocket expanses.

### **3.4.2 Insurance to be Taken Out by the Consultant:**

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

### **3.5 Consultant's Actions Requiring PE's Prior Approval:**

Save as otherwise provided in the Contract, the Consultant shall obtain the PE's prior approval in writing before taking any of the following actions:

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

### **3.6 Reporting Obligations:**

- (a) The Consultant shall submit to the PE the reports and documents specified in TORs in the form, in the numbers and within the time Period set forth therein.
- (b) Final reports shall be delivered in CD ROM / Data Drive in addition to the hard copies specified in TORs.

### **3.7 Documents Prepared by the Consultant to be the Property of the PE:**

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software subject to prior written approval from the PE. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### **3.8 Accounting, Inspection and Auditing:**

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

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to

have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

#### **4. Consultant's Personnel**

##### **4.1 Description of Personnel:**

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

##### **4.2 Removal and/or Replacement of Personnel:**

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

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

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

#### **5. OBLIGATIONS OF THE PE**

##### **5.1 Assistance and Exemptions:**

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

##### **5.2 Change in the Applicable Law Related to Taxes and Duties:**

If, after the commencement of The Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased as specified in SC, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or 6.3, as the case may be.

### **5.3 Services and Facilities:**

The PE shall make available free of charge to the Consultant the Services and Facilities as specified in SC.

## **6. Payments to the Consultant**

### **6.1 Lump-sum Payment:**

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

### **6.2 Contract Price:**

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

### **6.3 Payment for Additional services:**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the price for additional services shall be as such mutually agreed between the parties.

### **6.4 Terms and Conditions of Payment:**

Payments will be made to the account of the Consultant and according to the Payment schedule as provided in TORs upon submission of an invoice to the PE by the Consultant specifying the amount due.

### **6.5 Performance Security:**

- a. The Consultant shall ensure that it maintains with the PE an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations under the Contract, in the requisite forms, until the Consultant has fulfilled all of its obligations under the Contract. The Consultant shall deliver to the PE, within 07 days of issuance of Letter of Award/Acceptance, the duly executed Performance Security in shape, currency, and amount as mentioned under SC.
- b. The proceeds of the Performance Security shall be payable to the PE as compensation for any loss and/or liquidated damages resulting from the Consultant's failure to complete its obligations under the Contract and/or mis-conduct or inadequate Services in performing the Contract.
- c. If the Performance Security is partially liquidated, the Consultant is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Consultant fails to replenish the Performance Security in accordance with

this Clause, this shall constitute a material breach of the Contract and the PE shall be entitled to liquidate the remainder of the Performance Security and terminate the Contract pursuant to GC Clause 2.6.1 of the Contract.

- d. All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Consultant.
- e. Performance Guarantee shall be retained thorough out execution of the contract and will be released within 28 calendar days after issuance of completion certificate.

## **7. GOOD FAITH**

### **Good Faith:**

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

## **8. Settlement Of Disputes**

### **8.1 Amicable Settlement:**

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

### **8.2 Dispute Resolution:**

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

### III. SPECIAL CONDITIONS OF CONTRACT

1.3 The language is English.

1.4 The addresses are:

a. Procuring Entity:

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

b. Consultant:

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

1.6 - Joint Ventures are not allowed hence not applicable and deleted

1.7 The Authorized Representatives are:

For the PE: CEO, TransPeshawar

For the Consultant: \_\_\_\_\_

1.8 A) The PE shall not pay on behalf of the Consultant, the Sub-Consultants and the Personnel, and shall not reimburse the Consultant, the Sub-Consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant in connection with the carrying out of the Services;
- (b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

B) The Consultant shall be entirely responsible for all applicable taxes (income tax and Sales Tax on Services), duties and other such levies imposed by the concerned local, provincial and federal authorities in Pakistan.

2.1 This Contract shall come into force and effect on the date of the signing of the Contract by both parties.

2.2 The Consultant shall begin carrying out the Services three (03) day after the Effective Date as per Clause 2.1.

- 2.3 A) The Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations, have been made. The Services shall be completed within a period as is specified in the TORs, or such extended time as may be allowed under SC 2.3 (B).
- B) If the Consultant is unable to complete the works within the time period defined in Clause 2.3 due to justified reasons, the Employer at its sole discretion may extend the completion time, provide that any extension in time for the completion of the tasks within the agreed Scope of this Contract shall not be regarded as Additional Services.
- C) If the scope of the Services is required to be increased, then by mutual consent of both parties, the increase shall be regarded as Additional Services required by the PE outside the Scope of Services already described in the TORs and the PE shall extend the time for Completion of the Services accordingly, upon the request of the Consultant.
- 2.6.1 The Notice period for termination of contract by PE under GC 2.6.1 (A)(B) & (C) will be 15 days.
- 3.4.2 The consultant shall submit to the Procuring Entity an insurance to cover Consultant's liability under 3.4.1 and necessary costs borne by the Consultant shall be embedded in the bid price.
- 3.5 The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions;
- (a) Sub-contracting is not allowed under this contract.
- (c) Any action under terms of Performance Guarantee or Insurance Policy.
- 3.7 (b) The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.
- 5.1 Not Applicable
- 5.2 Not Applicable
- 5.3 Not Applicable
- 6.1 Payment will be made to the Consultant in accordance with schedule provided in TORs.
- 6.2 Contract Price shall be as per the amounts quoted by the Consultant in their bid.
- 6.5 The consultant shall be required to submit performance security equal to 10% of contract price in the form of CDR/DD/PO/ Bank Guarantee, at the option of PE, within 07 days of issuance of Letter of Award by PE. The performance security will be released by PE 28 days after issuance of completion certificate by PE.

## 8.2 Dispute Settlement:

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

The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.

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.

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

**Appendix-I**

**(INTEGRITY PACT)**

(On e-stamp paper of PKR.150/- or above)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 2.5 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[name of Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

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

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

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

Name of Consultant: .....

Signature: .....[Seal]

## Form of Contract

THIS CONTRACT ("The Contract") is entered into this [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ] 2026, by and 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 PE, through its Chief Executive or authorized representative

AND

*[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*, which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns of the Consultant, its authorized representative

WHEREAS, the PE wishes to have the Consultant Performing the Services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the services specified in "Terms of Reference," ("the Services") which along GCC, SCC and Appendices are made integral Part of The Contract.  
(ii) The Consultant shall provide the reports listed in "Term of Reference," within the time Period listed in therein.

- 2. Term** The Consultant shall perform the Services for a period as stipulated under **GCC/SCC** commencing from commencing date of the Contract.

**3. Payment**

A. Ceiling

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

B. Payment Conditions

Payment shall be made in Pak Rupees, in accordance with payment schedule provider under Term of Reference against submission of invoices by the Consultant.

- 4. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.
- 5. Ownership of Material** All data, documents, reports, and intellectual property created, prepared, or obtained by the Consultant during the course of this assignment shall be the sole property of PE. The firm or any of its employees, agents or assigns, shall not retain any copies of such materials without explicit written permission from PE.
- Upon completion or termination of the assignment, the Consultant shall promptly return all original documents and materials to PE and delete any copies thereof in its possession.
- 6. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services
- 7. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PE's prior written consent.
- 8. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan and the Province of Khyber Pakhtunkhwa and the language of the Contract shall be English.
- 9. Dispute Resolution** Any dispute between parties arising out of this Contract shall be resolved amicably in accordance with Clause 8.1 of GCC. Furthermore, if such amicable settlement is not reached at, then the matter shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940, to be conducted by single arbitrator appointed with mutual consent of the parties as specified in SC. Place of arbitration shall be Peshawar Pakistan and the language shall be English.