



**GOVERNMENT OF PAKISTAN**  
**DIRECTORATE OF TRANSIT TRADE (HQ)**  
**2ND FLOOR OLD CUSTOM HOUSE**  
**KARACHI**  
PHONE: 02199210358  
Email: director.transittradeHQ@fbr.gov.pk



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Bid Ref. No.SI/Misc/12/2021-DTT-Part-II

Dated:27.01.2023.

**Invitation For Bids (IFB)**

1. The Directorate of Transit Trade (HQ), Karachi, invites sealed bids from eligible firms for Repair and Maintenance of X-Ray Based Gantry Scanners under Public Procurement Rules, 2004, through International Competitive Bidding under Single Stage One Envelop Procedure for a Lumpsum contract on annual recurring basis. These three scanners have been installed one each at East Wharf and West Wharf, Port Karachi, & at Port Muhammad Bin Qasim, under JICA Grant-Aid Project for Port Security Improvement, and are owned by Pakistan Customs for Non-Intrusive Inspection (NII) of containerized cargo.
2. Bidders may download the Bidding Document from [www.ppra.org.pk/tenders](http://www.ppra.org.pk/tenders) and [www.fbr.gov.pk/tenders](http://www.fbr.gov.pk/tenders) for Instructions To Bidders, Scope of Repair & Maintenance, Location of Gantry Scanners, Evaluation Criteria, Type of Contract and Contract Terms and Conditions.
3. Interested firms are requested to submit together their technical and Financial bids in a sealed envelope, on or before **Thursdy, 2<sup>nd</sup> March, 2023, at 1100 Hours**. Late submission of Bids will not be accepted. The bids will be opened at **1130 hours** on the same day in the presence of bidders' representatives who choose to attend at the following address:  
  
**The Directorate of Transit Trade (HQ)**  
**2<sup>nd</sup> Floor, Old Custom House,**  
**Edulji Dinshaw Road, Karachi**
4. A Pre-Bid Meeting will be held on **Friday, 10<sup>th</sup> February, 2023 at 1100 Hours** at the address given above. The bidders are advised to thoroughly go through the Bidding Document before attending the Pre-Bid meeting. Late submission of Bids will not be accepted.
5. The Client may reject any or all the bids by assigning reasons under Rule-33 of the Public Procurement Rules, 2004.

**(Assistant Director (HQ))**

Bidding Document  
for  
**Selection of Service Provider for  
Repair & Maintenance Services of  
Gantry Scanners**

**[At Port Karachi (East & West Wharves) & at Port Qasim]**

**Under  
International Competitive Bidding (ICB)  
(Single Stage One Envelope Bidding)**



**Office of the Director, Directorate of Transit Trade (HQ), Karachi  
27<sup>th</sup> January, 2023**

## Foreword

The Standard Bidding Document (SBD) has been prepared by Federal Board of Revenue (FBR), Islamabad, for ***Selection of Service Provider for Repair & Preventive & Corrective Maintenance Services of X-Ray Based Gantry Scanners***, installed under JICA Grant-Aid Project for Security Improvement at Port Karachi, one each at East Wharf & West Wharf, & one at Port Qasim, for Non-Intrusive Inspection (NII) of containerized cargo. These scanners are owned and managed by Pakistan Customs.

The said Scanners aim at eliminating threats and enhancing security at national Customs Stations. The intended activity is carried out through International Competitive Bidding (ICB) through Single Stage One Envelop Bidding Process through Fixed Price Lump Sum repair and annual maintenance price Contract under Public Procurement Rules, 2004.

**RFQ No.: JICA Scanners- Repair & Maintenance Services  
Contract/Transit Trade (HQ)/2023**

Selection of Service Provider for  
Repair and Preventive & Corrective Maintenance Services of X-Ray Based  
Gantry Scanners, installed under JICA Grant-Aid Project for Security  
Improvement at Port Karachi (East & West Wharves) and at Port  
Muhammad Bin Qasim

Client	Directorate of Transit Trade (HQ) Karachi
Country	Pakistan
Project	JICA Grant-Aid Project for Security Improvement at Port Karachi (East & West Wharves) and at Port Muhammad Bin Qasim

**Issued on:  
27<sup>th</sup> January, 2023**

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## **SECTION-1**

## **INSTRUCTIONS TO BIDDERS & BID DATA SHEET**

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## INSTRUCTIONS TO BIDDERS

### A. General

#### 1. Scope of Bid

- 1.1. The Purchaser (hereinafter referred to as “**Client**”) wishes to receive bids from prospective bidders for the provision of annual Preventive Maintenance & Repair Service as **as specified in the Bid Data Sheet (BDS)**.
- 1.2. The successful bidder (herein referred to as “**Service Provider**”) shall render the Client with the Client with the most reliable efficient Services as set forth in the **Work Performance Statement (WPS) [Appendix 1]**, through the deployment and supervision of highly skilled and trained engineers/technicians/professionals who will provide operational and maintenance support for the installed at the locations as **specified in the BDS**, in accordance with the policies, standards and procedures established by the Client, for a period specified in the Bid data Sheet`
- 1.3. The Services shall include all services and related costs or ancillary/incidental fees in accomplishing the provision of Services **as specified in the BDS**;
- 1.4. The sealed Bids should be completed and submitted to the Client in accordance with the provisions contained in the “**Instructions to Bidders**”.

#### 2. Qualifications of the Bidder

- 2.1. To be qualified for the bidding, the Bidder must:
  - (i) Have the nationality of an eligible country in accordance with **Section-5** – List of Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen, or is constituted, or incorporated, and operates in conformity with the provisions of the Laws of that country;
  - (ii) Have a sound financial and credit position showing on an average, a positive net worth for the period **as specified in the BDS**.
  - (iii) Have an independent legal existence as a validly registered company engaged in the supply and installation of security screening equipment for the period **as specified in the BDS**;

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- (iv) Must be a certified distributor of the security screening equipment to be serviced/repaired under the Contract, duly authorized by the OEM **as specified in the BDS**;
  - (v) Have installed a minimum number of equipment units **as specified in the BDS**, each with similar brand of X-Ray Machines;
  - (vi) Have a minimum pool of qualified engineers/technicians **as specified in the BDS** that can perform the repair as well as preventive & corrective maintenance for the X-Ray-based security screening Machines on-site (at the Client premise) at any given time;
  - (vii) Equipment/parts to be supplied should meet all the mandatory specifications of the scanning equipments;
  - (viii) Must be able to warrant the availability of Spare Parts of the equipment for a minimum period **as specified in the BDS**; and
  - (ix) Must be able to demonstrate a comprehensive Maintenance Plan that complies with the minimum prescribed maintenance specified in the Work performance Statement (WPS).

2.2. In the case of joint ventures (JV), the qualifications and experience of all firms in the JV will be considered as if the JV is a single Bidder. At least one firm in the JV must be a legally registered commercial enterprise established in the business of providing the required Goods and Services or a subsidiary of a legally registered company. the Client will require the identification of the JV partners and either a copy of the agreement entered into by the JV partners or the commitment to enter into a joint venture agreement (see *Clause 9.1.ii*). The Contract with the Client must be signed so as to be legally binding on all partners, while only one of the firms in the JV arrangement shall be authorized by other partner(s) to receive payments and instructions for and on behalf of any and/or all partners of the JV.

2.3. The Client's Anticorruption Policy/Integrity Pact requires the Client, as well as Bidders, Service Providers, and Suppliers to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the the Client:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
    - (a) A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
    - (b) A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
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- (c) A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (d) A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (ii) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, coercive or collusive practices in competing for the Contract; and
  - (iii) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in the Client-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, coercive or collusive practices in competing for, or in executing, an the Client-financed contract.
  - (iv) Sanction will include but not be limited to the execution of penalties under the Bid Securing Declaration or forfeiture of performance security whichever is applicable, depending what stage of the project when collusion was discovered.
  - (v) the Client will have the right to inspect the accounts and records of the Supplier relating to the performance of the Contract and to have them audited by auditors appointed by the Client.

2.4 The Client considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Client's Anticorruption Policy. In pursuance of the Client's Anti-corruption Policy's requirement that Bidders, Service Providers and Suppliers under the Contract, observe the highest standard of ethics, the Client will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest will be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, they:

- (i) have controlling shareholders in common; or
  - (ii) receive or have received any direct or indirect subsidy from any of them;
  - (iii) have the same legal representative for purposes of a Bid; or
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- (iv) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a Bid of another Bidder, or influence the decisions of the Client regarding the bidding process;
  - (v) submit more than one Bid in the bidding process, except where alternative offers may be permitted under the bidding documents; this does not limit the participation of sub-suppliers/sub-vendors in more than one Bid, or Bidders and sub-suppliers/sub-vendors in more than one Bid, or as Bidders and sub-suppliers sub-vendors simultaneously; or
  - (vi) participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a Bid.

## 2.5 Penalties on Collusion by Bidders

- (i) If any Bidder is found to have colluded with other Bidders to fix the Bid prices prior to award of Contract, the Client has the right to disqualify the Bidder to Bid for any future projects of the Client perpetually or as the Client may otherwise impose.
- (ii) If the collusion with other Bidders to fix the Bid prices is discovered after award of Contract, the Client has the right to impose the following penalties on the Successful Bidder:
  - (a) The Contract shall be terminated by the Client immediately.
  - (b) The Performance Security shall be withheld by the Client and will be called upon for deduction to meet all costs that are incurred due to termination of the Contract and re-bid processes.
  - (c) In addition, the Successful Bidder shall be disqualified to bid for any future projects of the Client perpetually or as the Client may otherwise impose.

## 3. Bid Procedure – Please refer to BDS

## 4. Cost of Bid

The Bidder shall bear all the costs associated with the preparation and delivery of its Bid, and the Client will in no case be responsible for such costs.

## B. Bid Documents

## 5. Contents of Bid Documents

### 5.1. Please refer to the **BDS**.

5.2. The Bidder is expected to examine carefully the contents of the Bid Documents. Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

### 5.3. Clarification on Bid Documents

Bidders requiring any clarification on the Bid Documents may notify the Client in writing by e-mail or by facsimile, at the e-mail address **indicated in BDS**. the Client will respond to any request for clarification, provided it is received on/or before the date **specified in the BDS**. Copies of the Client's response will be forwarded to all Bidders, including the description of the inquiry.

## 6. Prebid Meeting and Site Inspection

7.1. The Bidder's designated representative is invited to attend a Pre-Bid meeting, if provided for in the **BDS**. The purpose of this meeting is to:

- (i) answer any queries from the Bidders;
- (ii) furnish all information that may be necessary for preparing the Bid and entering into a Contract; and
- (iii) provide a tour of the Client premises related to the service provision and procurement related to repair/ replacement of equipment/spares.

7.2. Bidders are advised to send appropriate representatives to attend the Pre-Bid meeting. Bidders are advised to send appropriate representatives to attend the Pre-Bid meeting. Any claim by the Bidder to change the substance of the Bid due to his failure to understand the requirements will not be entertained. A site inspection will be held immediately after the Pre-Bid meeting. Taking of photos during the site inspection is not allowed. After completion of the site inspection, the Certificate of Site Inspection must be completed by the Bidder for countersignature and confirmation of an the Client designated representative.

## 8. Amendment to Bid Documents

8.1. At any time prior to the deadline for submission of Bids, the Client may for any reason modify the bid documents by issuing addenda.

8.2. Any addendum issued shall form part of the Bid Documents and will be communicated in writing or by e-mail or facsimile to all Bidders. The transmittal of the addendum to the Bidders on the addresses or facsimile numbers submitted shall relieve the Client of its obligations to notify the Bidders of the said addendum.

8.3. To afford prospective Bidders reasonable time to take an addendum into account in preparing their Bids, the Client may extend the deadline for submission of Bids.

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## C. Preparation of Bids

### 9. Composition of Bid (Bid Proposal)

- 9.1. **TECHNICAL BID** – it will consist of and structured **as specified in the BDS**.
- 9.2. **FINANCIAL BID** – it will consist of and structured **as specified in the BDS**.
- 9.3. The Bid Documents as herein listed will be duly completed with all entries typed or printed in ink.
- 9.4. The completed Technical and Financial Bid Forms shall be without interlineations or erasures except those required to correct errors made by the Bidder, in which case the erasures and interlineations shall be initialed by the person or persons signing the Bid.
- 9.5. It is incumbent on the Bidder that when the documents mentioned above are duly completed, they should be submitted simultaneously by the Bidder in accordance with *Clauses 16 and 17*.
- 9.6. The Client is not bound to accept the lowest or any Bid, nor is it obliged to give any reason for the rejection of any Bid.

### 10. Bid Language

The Bid and other documents including any correspondence related to the Bid will be in the language **specified in the BDS**.

### 11. Bid Currency

The rates submitted by the Bidders will be **as specified in BDS**. For purposes of evaluation of Financial Bids, all Bids will be converted in currency **as specified in the BDS** at the exchange rate **specified in the BDS**.

### 12. Financial Bid

- 12.1. Unless otherwise specifically stated in the Contract, the Bid prices will be deemed to include, inter alia, (i) labor costs; (ii) use of facilities, tools and equipment; (iii) supplies and materials including spares/replacement parts and wastage; (iv) transportation to the Client-HQ; (v) administrative, supervision and overhead expenses; (vi) profit; and (vii) incidental expenses for the maintenance and supply of Goods and provision of Services. The Bidder will calculate its prices for the supply of Goods and provision of Services **exclusive of all applicable taxes**.
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- 12.2. The Bid offered in the Financial Bid Form will be flat rates for full execution of the provision of Services and in every respect. The Bidder will be deemed to have taken account all of the requirements, whether expressed or implied, covered by all parts of the Bid Documents and other stipulated documents, and to have priced the items in the Bid Form accordingly. The Schedule of Rates will be the basis for payments for the provision of Services and repair in accordance with the Bid Documents.
- 12.3. The Financial Bid under the terms and conditions specified in the Contract shall be deemed to be firm and fixed. No claim for adjustments in the contract prices based on the Bids shall be considered by the Client for any change in foreign exchange rate, for any increase in wage rates, including those on the basis of the minimum wage requirement in the local labor law or any other relevant legislation, or for any escalation costs of office materials and supplies. Any such change, increase or escalation shall be deemed to have been taken into account and included in the Financial Bid.

### 13. Bid Validity

- 13.1. The Bid shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Client. A bid valid for a shorter period will be rejected by the Client as non-responsive.
- 13.2. Prior to the expiry of the bid validity period, the Client may request the Bidder for a specified extension in the period of Bid validity. A Bidder may refuse the request or agree to the request without modifying the original Bid. The request from the Client and responses by the Bidder shall be made in writing.

### 14. Bid Securing Declaration

- 14.1. The Client will waive the Bid security requirement, provided the Bidder signs the Bid Securing Declaration (**Appendix 5**) accepting that, if the Bidder withdraws or modifies its Bid during the period of validity, or the Bidder is awarded the Contract, and it fails to sign the Contract or submit a Performance Security in accordance with *Clause 28*, or failed to accept the correction of its Financial Bid then the Bidder will be disqualified from bidding in any or all future Contract with the Client.
- 14.2. Each Bidder shall be required to complete and sign the Bid Securing Declaration as per **Appendix 5 as specified in the SBD**. Any Bid that is not accompanied by a completed Bid Securing Declaration will be considered as non-responsive, and will be rejected.
- 14.3. The Bid Securing Declaration of joint venture firms must be in the name of the joint venture that submits the Bid, and signed by authorized signatories in accordance with the stipulations of the joint venture agreement.

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- 14.4. As soon as the successful Bidder has executed the Contract and posted the required Performance Security, the Client shall notify the unsuccessful Bidders of the results of the bidding.

**15. Bid Signing**

A person or persons (in case of Joint Venture) duly authorized to bind the Bidder to the Contract shall sign the Bid. Proof of authorization will be furnished in the form of a written Power-of-Attorney shall accompany the Bid. **The name and position held by each person signing the authorization and the duly authorized person or persons must be typed or printed below the signature. All pages of the Bid shall be signed or initialed by the person signing the Bid.**

**D. Bid Submission**

**16. Sealing and Marking of Bids**– Please refer to the **BDS**

**17. Deadline for Submission of Bids**

**Sealed Bids** should be sent by courier or hand carried to the Client's address as specified in the BDS and must be received at the above mentioned room and address not later than the date and time specified in the BDS.

**18. Late Bids**

the Client shall not consider any Bid received after the deadline for submission of Bids, in accordance with *Clause 17*. In such case or cases, the Client shall reject any Bid received after the deadline for submission and return the unopened and sealed Bid to the representatives of the Bidder or Bidders concerned.

**19. Modification and Withdrawal of Bids**

19.1. The Bidder may modify or withdraw its Bid after bid submission, provided that written notice of the modification or withdrawal is received by the Client, prior to the deadline for the submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of *Clauses 16 and 17* with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

19.2. No Bid may be modified subsequent to the deadline for submission of Bids.

19.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form without imposition of penalties as indicated in the Bank Guarantee /Bid Securing Declaration, depending on the Client's discretion.

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## E. Bid Opening and Evaluation

### 20. Bid Opening – Please refer to the **BDS**.

### 21. Bid Evaluation

- 21.1. To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and response shall be in writing or by fax. Clarification on the Bidder's technical capability may also be done by way of inspecting Bidder's company premises and/or visits to one or more of the Bidder's clients by the Client's representatives. The Bidder should provide full cooperation if the Client deems necessary to do so.
- 21.2. Subject to *Sub-Clause 21.1*, no Bidder shall contact the Client on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Client, it should do so in writing.
- 21.3. The Client reserves the right to conduct further verification with appropriate parties concerning Bidders' Technical Bid, including site inspection to allow more accurate judgment of their qualifications and for such other appropriate reasons.
- 21.4. Any effort by the Bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decisions may result in: (i) the rejection of the Bidder's bid; and (ii) disqualification of the concerned Bidder to bid for future procurement by the Client perpetually or as the Client may otherwise impose
- 21.5. The Client will undertake a **post qualification** review of each Bidder based on the qualification criteria indicated in *Clause 2*. Bids submitted by the Bidders who meet the qualification criteria will be considered by the Client for further bid evaluation. Bids, which do not meet the qualification criteria, will be rejected.
- 21.6. The Client will determine whether each Bid submitted by a qualified Bidder is (i) properly signed; (ii) substantially responsive to the requirements of the bid documents; (iii) arithmetic errors in computation were made in the bids; and (iv) the Bids are otherwise generally in order. The Client may, based on factual justification and in consideration of requirements for competition and transparency, waive minor and/or administrative deficiencies in Bidders' submissions.
- 21.7. **Technical Bids** will be evaluated based on the Evaluation framework **indicated in the BDS**. A substantially responsive Bid is one that conforms to all terms, conditions and specifications of the Bid Documents without material deviation or reservation. A major deviation would normally occur when (i) the scope of services, quality of the Goods offered substantially differ from the Bid Documents; (ii) the Bid offer limits in any substantial way, the Client's rights or the Bidder's obligations under the Contract; or (iii) any rectification would unfairly affect the competitive position of other Bidders with substantially responsive Bids. A major deviation will result in the rejection of the Bidder's Bid.
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- 21.8. In case of discrepancies between price given in words and that given in figure for the same item, the price given in words shall prevail. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price per item will be corrected. If there is a discrepancy between the total amount stated in the Financial Bid Form and the sum of the total price per item, the sum of the total price per item will prevail and the total amount will be corrected. If the Bidder does not accept the corrected amount of bid, its Bid will be considered as withdrawn, and the conditions in the Bid Securing Declaration will apply.
- 21.9. Only the Financial Bid of the post-qualified Bidders and technically compliant bids shall be considered in the Financial Bid evaluation. Bidders who do not conform to the specified requirements will be rejected as deficient and non-responsive bids and will not be included in the financial evaluation. For evaluation and comparison purposes, the currency of the Bid will be converted into a single currency **specified in the BDS**.
- 21.10. Financial Bids of technically compliant Bidders will be evaluated as **specified in the BDS**.

## **22. Non-conformities, Errors and Omissions**

- 22.1 Provided that a Bid is substantially responsive, the Client may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- 22.2 Provided that a Bid is substantially responsive, the Client may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Bid related to documentation requirements. Such omission will not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 22.3 If the Bidder does not accept the corrected amount of Bid as per *Sub-Clause 21.8*, its Bid will be considered as withdrawn, and the Bidder will be disqualified to Bid for any future projects of the Client.

## **F. Award of Contract**

### **23. Award**

- 23.1. Following the post qualification review, technical evaluation and financial evaluation of each Bidder, Bidder with the highest combined percentage score will be selected.
- 23.2. Subject to *Clause 24*, the Client will award the Contract to the Bidder whose Bid has been determined to gather the highest combined percentage score for technical and financial criteria.

- 23.3. the Client reserves the right to negotiate with the highest ranked Bidder or any Bidder with a view to obtain the best value for money for the Client prior to award. The negotiation may cover any aspect of the Bidder's proposal.

**24. The Client's Right to Accept or Reject Any Bid**

The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Client's action.

**25. Notification of Award**

- 25.1. The Client will notify the successful Bidder by letter (Letter of Acceptance of Bid) that their respective Bid has been accepted (see **Appendix 11**).
- 25.2. The Letter of Acceptance of Bid, together with the Bid, will form a contract between the Client and the successful Bidder, until the Contract has been effected pursuant to *Clause 27*.

**26. Transition Period**

The requirement for a transition period will be **indicated in the BDS**.

**27. Execution of the Contract**

- 27.1. The Bidder to whom the Contract is awarded is required to enter into and execute a Contract Agreement (see **Appendixes 10, 10-1 and 10-2**) in accordance with the form, conditions and requirements in the bid documents, and to furnish the required Performance Security, Comprehensive General Liability Insurance with a minimum limit of Php2,500,000 per occurrence, and other stipulated documents within fifteen calendar days from the date the Bidder receives the Client's Letter of Acceptance of Bid or as agreed with the Client.
- 27.2. The Client, as necessary, may include among the conditions of contract requirements that Bidders, suppliers, consultants, Suppliers, service providers and concessionaires will allow the Client to:
- (i) inspect their accounts and records and other documents relating to the submission of Bids and contract performance and have them audited by auditors appointed by the Client;
  - (ii) require them to respond to questions or to produce any document necessary for the investigation of allegations of integrity violation;
  - (iii) require their employees or agents to respond to questions or produce any document necessary for the investigation of allegations or integrity violation.



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27.3 If the successful Bidder refuses or fails to enter into Contract Agreement within the stipulated time, the Client has the right to impose the following penalties:

- (i) The Bidder shall be disqualified to Bid for any future projects of the Client perpetually or as the Client may otherwise impose.

27.4 Should there be a new service providers, there will be a period of handover from the old Supplier to the new Supplier for a period of one month before the effectivity of the Contract. It is agreed and understood that the successful Bidder shall bear all costs it shall incur during the aforesaid period of handover.

## **28. Performance Security**

28.1. The successful Bidder shall post a Performance Security in favor of the Client in the amount specified in the BDS, to guarantee its faithful performance of the Contract. The Performance Security, payable in the currency for technical and financial criteria, shall be in the proforma attached herewith (see **Appendix 12**).

28.2. Failure of the successful Bidder to submit to the Client the required Performance Security shall constitute sufficient ground for annulment of the award and will be disqualified to bid for any future projects of the Client. .

## **29. Notice to Proceed**

After the Contract has been entered into, the Client will issue a Notice to Proceed. The effectivity of the Contract is **indicated in the BDS**.

## **30. Special Character of the Client**

The Bidder's special attention is drawn to the special character of the Client. The Bidder is advised to study these documents, copies of which are available on Client's website as specified in the BDS.

## **31. Confidentiality/Non-disclosure**

31.1. The information contained in this Bid Documents, or accumulated through other written or verbal communications, is confidential. It is for information purposes only, and is not to be disclosed or used for any other purpose. All information contained herein is private and is protected by law.

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31.2. Information received in response to this Bid Documents will be held in strict confidence, and will not be disclosed to any party other than the Client without written consent. A non-disclosure agreement can be arranged, if requested.

**32. Warranty Coverage**

32.1 The Bidder should include a warranty period **as described in the BDS**.

## BID DATA SHEET

This section consists of provisions that are specific to each procurement/services and supplement the information or requirements included in the Instructions to Bidders.

ITB Clause	Amendments of, and Supplements to, Clauses in the ITB
1.1	<p><b>Directorate of Transit Trade (HQ), Karachi</b>, on behalf of Customs Wing, Federal Board of Revenue, Islamabad, is the Client.</p> <p>The Client issues this Bidding Document for the <b>Repair &amp; Annual Preventive &amp; Corrective Maintenance of Gantry Scanners installed at Port Karachi (East &amp; West Wharves) and at port Qasim</b>. Preventive Maintenance or, also called, planned maintenance, is carried out on a regular basis in order to minimize the number of failures in the production line. Basically, it aims to prevent failures due to wear and tear by anticipating possible breakdowns due to deterioration. Corrective Maintenance responds to failures and breakdowns derived from the normal use and wear of machinery.</p>
1.2	<p>The said services include but are not limited to:</p> <p>Initial and then occasional repair/replacement of equipment parts/spares, Preventive &amp; Corrective Maintenance, , configuration, supervision, and any other appropriate input to the scanning equipment and related civil structure/building/premises, and shall include all the related costs and any other appropriate costs. The Firm has to carry out these Services against the standards set forth in the WPS (<b>Appendix 1</b>) and Service Level Agreement (SLA) (<b>Appendix 1.1</b>)</p>
2.1(i)	<p>A positive net worth for the <b>last 5 years</b></p>
(ii)	<p>Have an independent legal existence as a company engaged in the supply and installation of security screening equipment for the <b>last 5 years</b></p>
(iii)	<p>Have <b>Manufacturer's Authorization</b> for equipment maintenance and repair Service provision to be submitted along with the bid.</p>
(iv)	<p>At least <b>03</b> scanning equipment.</p>
(v)	<p>Have a minimum pool of <b>03</b> engineers / technicians.</p>
(vi)	<p>Have availability of spares for <b>03</b> years.</p>
3.	<p>Each Bidder will submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.</p>
4.	<p><b>A Single Stage One Envelope</b> Bidding procedure will be followed wherein Bidders submit simultaneously one sealed envelope containing the Technical Bid(one original and one duplicate) and the Financial Bid (one original and one duplicate) enclosed together in an outer single envelope (refer to <i>Clause 16</i>).</p>

The Technical and Financial Bids including modifications made pursuant to *Clause 19* will be opened in the presence of Bidders' representatives who choose to attend in accordance with *Clause 20*.

Both the Technical and Financial Bids will be evaluated. The Technical Bids will be evaluated by the Client to determine technical compliance of the Bidders. No amendment or change to the Technical Bids is permitted. The Technical Bids will be evaluated based on “**PASS-FAIL**” **Lowest Price Technically Acceptable Evaluation Criteria** established by the Client and as defined in *Clause 21.7*.

To be technically compliant, Bidders must comply and **PASS** all the requirements indicated in **Appendix 9**. Technical Bids which do not conform to the specified requirements will be rejected as non-responsive and deficient.

The Financial Bids with technically responsive bids will be evaluated by the Client, and the Contract is awarded to the Bidder with the lowest evaluated, substantially responsive and complying Bid under the **Lowest Price Technically Acceptable (LPTA)**.

<p><b>5.1</b></p>	<p>The Bidding Documents are composed of the <b>following Sections along with related Appendices</b>, which should be read in conjunction with any addendum issued in accordance with <i>Clause 8</i>:</p> <ul style="list-style-type: none"> <li>(iii) Instructions to Bidders (ITB)</li> <li>(iv) Bid Data Sheet (BDS)</li> <li>(v) Work Performance Statement (WPS)</li> <li>(vi) Scope of Work (SOW)/TORs</li> <li>(vii) Technical Bid Forms</li> <li>(viii) Financial Bid Forms</li> <li>(ix) Evaluation Criteria</li> <li>(x) General Conditions of Contract (GCC)</li> <li>(xi) Special Conditions of Contract (SCC)</li> <li>(xii) List of Eligible Countries</li> <li>(xiii) Contract Forms</li> </ul> <p>Bidders may notify:</p> <p><b>The Director Transit trade (HQ), Karachi</b> at email: <a href="mailto:director.transittradeHQ@fbr.gov.pk">director.transittradeHQ@fbr.gov.pk</a> &amp; Tel: +92(21)9210355</p> <p>Deadline for submitting requests for clarification is <b>7<sup>th</sup> February, 2023</b>.</p>
<p><b>7.1</b></p>	<p>A Pre-bid meeting will take place at the following date, time and place:</p> <p>Date: <b>10.02.2023</b>  Time: <b>1100 Hours</b>.  Place: <b>Directorate of Transit Trade (HQ), Room, 2<sup>nd</sup> Floor, Old Custom House, Edulji Dinshaw Road, Karachi</b>  Site Tour: Client above may be formally requested 03 days prior to Pre-Bid meeting</p>
<p><b>7.2</b></p>	<p>After completion of the site inspection, the Certificate of Site Inspection (<b>Appendix 2.2.4</b>) must be completed by the Bidder for countersignature and confirmation of the Client or his designated representative, and must be attached as part of the Bid.</p>

9.1	<p>The <b>Technical &amp; Financial Bids</b> will be composed of the following:</p> <p>Date of submission: <b>2<sup>nd</sup> March, 2023.</b></p> <ol style="list-style-type: none"> <li>1) Work Performance Statement (<b>WPS</b>)</li> <li>2) <b>Annex-1</b>: Service Level Agreement (SLA);</li> </ol> <p><b><u>Technical Bid Forms:</u></b></p> <ol style="list-style-type: none"> <li>3) <b>Appendix 2.1</b>: Bidder's Information Sheet*;</li> <li>4) <b>Appendix 2.2</b>: Joint Venture Data**;</li> <li>5) <b>Appendix 3</b>: Technical Bid Form;</li> <li>6) <b>Appendix 4</b>: Technical Expertise;</li> <li>7) <b>Appendix 5</b>: Maintenance Plan;</li> <li>8) <b>Appendix 6</b>: Spare Parts Availability;</li> <li>9) <b>Appendix 7</b>: Manufacturer's Authorization;</li> <li>10) <b>Appendix 8</b>: Certificate of Inspection;</li> <li>11) <b>Appendix 9</b>: Bid Securing Declaration;</li> <li>12) <b>Appendix 10</b>: Environment, Health &amp; Safety (EHS) Questionnaire;</li> <li>13) Technical Specifications of Gantry Scanners</li> <li>14) Location of Gantry Scanners</li> </ol> <p><b><u>Financial Bid Forms:</u></b></p> <ol style="list-style-type: none"> <li>1) <b>Appendix 11</b>: Financial Bid Form;</li> <li>2) <b>Appendix 12</b>: Schedule of Rates; <ol style="list-style-type: none"> <li>(D) Cost of Repair &amp; Maintenance</li> <li>(E) List of Spare Parts &amp; Price</li> <li>(F) Cost Schedule for Level-1/Level-2 &amp; Level-3 Maintenance;</li> </ol> </li> </ol> <p><b><u>Contract Forms:</u></b></p> <ol style="list-style-type: none"> <li>1) <b>Appendix 6.1</b>: Contract Agreement;</li> <li>2) <b>Appendix 6.2</b>: Letter of Acceptance of Bid;</li> <li>3) <b>Appendix 6.3</b>: Bid Security Form (Bank Guarantee);</li> <li>4) <b>Appendix 6.4</b>: Performance Security Form;</li> <li>5) <b>Appendix 6.5</b>: Non-Disclosure Agreement (By the Client &amp; by the Firm);</li> <li>6) <b>Appendix 6.6</b>: Integrity Pact.</li> </ol> <p>* Completed Sole Proprietor/ Individual Firm data. Furnish a Notarized authorization letter stating the name and official position held by the person authorized to sign the Bid and the formal Contract for the Bidder.</p> <p>** Completed Joint Venture Data, if applicable; and Joint Venture Commitment – In case of a joint venture, provide the official joint venture agreement or a written confirmation signed by all joint venture parties (under joint and several liability), duly notarized, stating that in case of award of Contract, the parties will enter into a joint venture agreement and accept joint and several liability for all obligations under the Contract. The person authorized to sign the Bid should also sign the notarized authorization. Each party to the joint venture will sign the notarized authorization letter (under joint and several liability);</p>
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<b>10.</b>	The Bid language is in <b>English</b> .
<b>11.</b>	The rates will be quoted in local currency for repair & maintenance and in USD for importing any replacement spare.

13.1	The Bid validity period will be <b>Ninety (90) calendar days</b> . The Bid will be valid until <b>2<sup>nd</sup> June, 2023</b> .
16.	<p>The Bidder will prepare one original copy of the Technical and Financial Bids and clearly mark each <b>“ORIGINAL COPY—TECHNICAL BID”</b> and <b>“ORIGINAL COPY—FINANCIAL BID”</b>. In addition, the Bidder will prepare one duplicate copy and one soft copy (in USB) of the Technical and Financial Bids and clearly mark each <b>“DUPLICATE COPY—TECHNICAL BID”</b>, <b>“DUPLICATE COPY—FINANCIAL BID”</b>, <b>“SOFT COPY—TECHNICAL BID”</b>, and <b>“SOFT COPY—FINANCIAL BID”</b>. In the event of discrepancy between the original copy, duplicate copy and soft copy, the original copy will prevail.</p> <p>The procurement method is Single Stage One Envelop Bidding. The Bidder will enclose the original copy, duplicate copy and soft copy of the Technical and Financial Bids in separate sealed envelopes, duly marking the envelopes as <b>“ORIGINAL”</b> and <b>“COPY”</b>. These envelopes containing the original and the copy shall then be enclosed in one single envelope. In addition, soft copy of the technical and financial bid (in CD or USB) must be submitted and enclosed in the same envelope as the hardcopies of the bid.</p> <p>The inner and outer envelopes will:</p> <ul style="list-style-type: none"> <li>(i) bear the name and address of the Bidder: <b><u>NAME AND ADDRESS OF THE BIDDER</u></b></li> <li>(ii) be addressed and submitted to: <b>The Director Transit Trade (HQ), 2<sup>nd</sup> Floor, Old Custom House, Edulji Dinshaw Road, Karachi. Off: +92 (21) 99210355 / Fax: +92 (21) _____</b></li> <li>(iii) bear the following identification: <b>“BIDDING FOR REPAIR &amp; MAINTENANCE SERVICES OF SECURITY SCREENING EQUIPMENT. DO NOT OPEN BEFORE 1100 HOURS OF 2<sup>nd</sup> March 2023.”</b></li> </ul> <p>If the envelope is not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17.	The deadline for submission of Bid is on <b>1100 Hours on 2<sup>nd</sup> March, 2023</b> .
20.	The Client will simultaneously open the Technical and Financial Bids, including modifications made pursuant to <i>Clause 19</i> , in the presence of Bidder's representatives who choose to attend at <b>1130 Hours. on 2<sup>nd</sup> March, 2023</b> at the following location: <b>2<sup>nd</sup> Floor, Old Custom House, Karachi</b> .



	<p>The Bidders should check with the Client's receptionist whether there is any change of the Bid-opening venue. The Bidder's representatives who are present will sign an Attendance Sheet evidencing their attendance.</p> <p>Envelopes marked "WITHDRAWAL" will be opened and read out first. Bids, for which an acceptable notice of withdrawal has been submitted, pursuant to <i>Clause 19</i>, will not be opened.</p> <p>All other envelopes holding the Technical and Financial Bids will be opened one at a time and following read out and recorded: Name of the Bidder and whether there is withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per <i>Clause 9</i>.</p> <p>at the Bid opening shall be considered for evaluation.</p> <p>No Bids will be rejected at the opening of Bids except for late Bids, in accordance with <i>Clause 18</i>.</p> <p>The Client will prepare a record of the opening of Bids that will include, as a minimum:</p> <p>the name of the Bidder and whether there is withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per <i>Clause 9</i>. The Bidder's representatives who are present will be requested to sign the record. The omission of a Bidder's signature on the record will not invalidate the contents and effect of the record. A copy of the record will be distributed to all bidders.</p>
21.7	<p>Technical Bids will be evaluated based on a "<b>PASS-FAIL</b>" Evaluation framework Of <b>Lowest Price Technically Acceptable Bid</b>, established by the Client in the Technical Evaluation Criteria (<b>Appendix 9</b>).</p> <p>To be technically compliant, Bidders must PASS all the minimum requirement indicated in <b>Appendix 9</b>.</p> <p>In addition, a substantially responsive bid should conform to all terms, conditions and specifications of the Bid Documents without material deviation or reservation. A major deviation would normally occur when (i) the scope, quality or performance of the Services offered substantially differ from the Work Performance Statement (<b>Appendix 1</b>);</p> <p>(ii) the bid offer limits in any substantial way, the Client's rights or the Bidder's obligations under the Contract; or (iii) any rectification would unfairly affect the competitive position of other Bidders with substantially responsive bids. A major deviation will result in the rejection of the Bidder's bid.</p>
21.9	<p>For evaluation and comparison purposes, the currency of the Bid will be converted to: <b>USD</b></p> <p>The source of exchange rate will be: <b>The National Bank of Pakistan Purchase Rate</b></p> <p>The date of exchange rate will be: <b>02.03.2023</b> (date of Bid opening)</p>
21.10	<p>Financial Bids of technically compliant Bidders will be evaluated based on the total cost of the Contract for three (03) years (provision of Services). <b>The Bidder with the lowest total financial bid will be awarded with the contract.</b></p>


26. Not required.
- 28.1 The Performance Security will be in the amount equivalent to **10%** of the total Contract cost.
29. The commencement date of the Contract is tentatively on **13<sup>th</sup> March, 2023**. This date is subject to change.
32. The Bidder should include a warranty period of at least two (2) years for spare replacement starting from the completion of the installation and commissioning, and acceptance of the Client. Warranty should cover parts and labor as described in the Work Performance Statement.

## **SECTION-2**

### **WORK PERFORMANCE STATEMENT & TECHNICAL BID FORMS**

## WORK PERFORMANCE STATEMENT (WPS)

### REPAIR AND PREVENTIVE & CORRECTIVE MAINTENANCE SERVICES OF GANTRY SCANNERS

#### 1.0 General Description of Services

- 1.1 The Client seeks to engage the services of a Service Provider who shall conduct preventive maintenance and corrective repair services of the Gantry Scanners at the designated locations.
- 1.2 The Directorate of Transit Trade(HQ), Karachi shall directly administer and monitor the Service Provider's performance for the above services during the contract implementation. The Director Transit Trade (HQ) Karachi or his/her authorized representative will be the primary liaison point between the Client and the Service Provider for all issues regarding contract implementation and performance.

#### 2.0 Scope of Services

- 2.1 The Service Provider is expected to provide operational and maintenance support for the following Smith Detection brand scanning equipment: (i) 01 Gantry Scanner at East Wharf, Port Karachi (ii) 01 Gantry Scanner at West Wharf, Port Karachi, & (iii) 01 Gantry Scanner at Port Muhammad Bin Qasim for a period of three (03) years.
- 2.2 For purposes of description, the operation and maintenance service will require the following:

##### 2.2.1 Concept- Execution of SLA

The table below identifies Support, Resources, Manpower, Tools and gadgetries etc., for the execution of this Service Level Agreement:

##### (a) On Site Availability & Standby Team for Execution of SLA (Per Site):

<b>No of Shifts</b>	Three (03) Shifts
<b>Shifts Containing hours</b>	Eight (08) Hours each Shifts
<b>On Site Team</b>	1 x Supervisor / shift 1 x Operator / shift 1 x Engineer / shift 1 x Electrician / shift 1 x Mechanic 1 x Helper 1 x Janitorial Staff

<b>Supervision/ Monitoring Team (Remote/periodic Site Visits)</b>	1 x General Manager Maintenance & Services 1 x IT Manager 1 x Safety Officer
<b>Continuous Backup Support</b>	<ul style="list-style-type: none"> <li>• Company Management</li> <li>• Operations/Logistic Department</li> <li>• Accounts &amp; Finance Department</li> </ul>

**(b) Response Time**

<b>Standby team</b>	For continuous support
<b>Emergency response time senior management</b>	<ul style="list-style-type: none"> <li>• Within 30 x minutes via phone or prompt</li> <li>• Within 3-4 hours on site availability (subject road situation)</li> </ul>
<b>Smiths Detection Representative Visit (if required)</b>	<ul style="list-style-type: none"> <li>• Subject Visa approval /travel advise</li> </ul>

## **(c) Forms, reporting & Status Updates**

### **(i) Daily Reporting & Weekly Reporting**

The following documents shall be submitted to customer for daily/Weekly reporting:

- i. Daily & Weekly sustainment Checklist -Level-01
- ii. Daily & Weekly sustainment Checklist -Level-02
- iii. General Cleaning

### **(i) Monthly Reporting**

The following documents shall be submitted to customer for Monthly reporting:

- o Monthly Maintenance Check List
  - The Checklist shall be based on the Maintenance of Level and Level 2
- o Spare Parts Inventory Status
  - A form depicting the monthly inventory status of consigned spare parts along with the Equipment Supply shall be submitted (if utilized)
  - This Form shall reflect necessary replenishments of the inventory to nominal holding levels

### **(ii) Corrective Maintenance Reporting**

All corrective maintenance (CM) done on the covered equipment shall be documented on the Field Services Report (FSR)  
Any part/s replaced during the CM shall be noted on the FSR

### **(iii) Status update**

**All non-routine status reports shall be sent to the customer via email.**

### 2.2.2 Scope of Work

**(a) Standby team on site will perform Daily above-mentioned operation as follows:**

- 2.2.3 System check during start up and shutdown in accordance with daily maintenance check List
- 2.2.4 Visual Inspection of Modules for operability
- 2.2.5 Ensure overall cleanliness/organization of system;

**(b) Standby team on site will perform Weekly / Monthly above-mentioned operation as follows:**

- Perform maintenance procedure in accordance with weekly sustainment Checklist
- Perform maintenance procedure in accordance with Monthly Sustainment Checklist
- Check Status of Spare Parts Inventory delivered along with the equipment for warranty support

### **Preventive Maintenance**

- Preventive maintenance of Level 1 in accordance with the system & campimetries mentioned in Cost Schedule
- Preventive maintenance of Level 2 in accordance with the system & campimetries mentioned in Cost Schedule
- Preventive maintenance of Level 3 in accordance with the system & campimetries mentioned in Cost Schedule (By Smiths Field Engineer)

**(c) Terms & Conditions**

Following are the terms and condition of the SLA:

**(i) Exclusions**

- a) Spare parts & other consumables shall be supplied by the customer (if required);

- b) On Site support i.e. Lifter, Crane etc., will be supplied by customer if required;
- c) Permission/passes for the team/Tools/resource's entry inside the premises

**(ii) Clarifications:**

- a) Damages/delays due to force majeure;
- b) Smiths Detection representative visit subject visa approval/travel advise

**2.2.4. Programs**

In addition to those responsibilities described in the Agreement, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Owner approval and which are included in the "Services" to be provided by the Operator.

- A. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- B. The program for communicating and cooperating with Owner and governmental agencies.
- C. The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.
- D. The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements.
- E. Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- F. The Project operations and monitoring program provides the requirements for:
  - 1. Monitoring of Project Performance
  - 2. Monthly Project Performance Calculations and Report
  - 3. Monthly Fuel Consumption Calculations and Report
  - 4. Project Permitting and Environmental Reporting
  - 5. Shift Routines / Operating Practices
  - 6. Control of Equipment
  - 7. Project Chemistry Control and Water Treatment
  - 8. Training Programs
  - 9. Operator Qualifications
  - 10. Operating Procedures
  - 11. Status of Major Equipment
- G. The maintenance program provides the requirements for:
  - 1. Maintenance Planning
  - 2. Maintenance Procedures
  - 3. Preventive Maintenance
  - 4. Predictive Maintenance
  - 5. Maintenance Training



- H. The materials management program provides the requirements for:
  - 1. Procuring Materials and Tools
  - 2. Inventory Levels and Control
  - 3. Renewal of Inventories
- I. The diagnostic testing program provides maintaining the Project and Project equipment, including both system and component level testing.
- J. The housekeeping / cleanliness program provides the requirements for:
  - 1. Hazardous Material Control
  - 2. General Project Cleanliness
  - 3. Equipment Condition Inspections
  - 4. Hazardous Waste Program
- K. The problem assessment program provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).
- L. The records management program for maintaining the traceability and documentation of Project performance.
- M. The Project safety program which provides the requirements for establishing:
  - 1. Safety Monitoring
  - 2. Accident Prevention Program
  - 3. Accident Reporting
- N. Monthly and yearly reporting systems of Project performance to Owner.
- O. The security program for maintaining the security of the Project and surrounding area.

## **II. Specific Requirements**

Operator's scope of Services is based on the Project design as described in certain of the Project Agreements, the Project Operating Manuals, vendor manuals and design/as built drawings. Operator will prepare Annual Project Operating Plans, which, in part, will define the operations procedural requirements for the Project to meet the requirements of the Project Agreements. Operator, as part of the Services, is responsible for:

- A. Providing such trained personnel as is reasonably necessary to operate and maintain the Project and provide the Services set forth in this Agreement.
- B. Operating and maintaining the Project in accordance with the approved Annual Project Operating Plan.
- C. Submitting an Annual Project Operating Plan. Not later than ninety (90) days prior to the first day of each Contract Year, Operator will submit an Annual Project Operating Plan to Owner. In addition to the requirements set forth in Sub-Clause 6.2 of GCC (Annual Operating Budget and Plan), the Annual Project Operating Plan will detail maintenance, outage, and overhaul schedules, Project staffing, known capital and expense budget items, operating plans, and will provide the underlying assumptions used in developing the proposed budgets and anticipated availability for the period. Owner will review and approve the Annual Project Operating Plan. Such approval will become the basis for reimbursement under the Annual Budget.

- D. Planning and managing on-site operations and maintenance activities, including:
1. Assuring that operational goals and operating plans are consistent with the Annual Project Operating Plan.
  2. Assuring that the Project is operated in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
  3. Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.
  4. Assuring that the Project meets contract, regulatory, and environmental requirements set forth in the Project Agreements or otherwise identified by Owner or Operator.
  5. Managing and controlling costs consistent with budget requirements.
  6. Planning, scheduling and managing work and maintenance activities.
  7. Defining and documenting operational technical requirements.
  8. Defining and delineating responsibilities between Operator and Owner and identifying reporting requirements.
  9. Establishing labor relations and personnel programs that will meet state federal and provincial requirements and encourage employee retention.
  10. Maintaining a current inventory of materials and procuring all services, spare parts, operational materials, consumables, office equipment, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost, quantity and need date. The cost of any item or service shall be reimbursed by Owner in accordance with this Agreement.
  11. Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
  12. Maintaining Project performance levels by using routine system and component performance testing.
  13. Maintaining a file of preplanned outage-related work to allow for efficient use of any forced outage downtime.
  14. Establishing open purchase order or contract agreements with Project equipment vendors, industrial suppliers, jobbers, and maintenance contractors in accordance with Project Agreements to ensure timely response to Project maintenance needs in compliance with public procurement rules, 2004 (in case of federal funding source)
  15. Promptly notifying Owner in writing of any teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.
- E. Performing such other tasks which Operator deems appropriate, from time to time, in connection with operation of the project.
- F. Performing such other tasks and services which Owner may reasonably request from time to time in connection with operation of the Project.

### **3. Maintenance & Repair Services (M&R)**

1. The M&R services involve among others mechanical and electrical engineering, drainage and sewerage, instrumentation, calibration, building automation, fire protection systems and other allied support facilities and equipment installed and operating at the locations indicated above.
2. The Service Provider shall perform the following:
  - (a) Pre-start checks on all facilities before putting the facilities into operation in accordance with equipment manufacturers' start-up procedures.
  - (b) Operational start-up, running, monitoring and shutdown of facilities should meet and maintain demand loads and to ensure safe, efficient and reliable services to all installed facilities in accordance with the equipment manufacturers' standards and procedures. Any abnormalities noted shall be immediately reported to the Client.
  - (c) Decommission/shutdown an equipment from service when required in accordance with the manufacturer's servicing and maintenance procedures and OEM's Safety Rules and Procedures to undergo routine adjustments, servicing or maintenance. After the completion of the preventive maintenance, the equipment shall be put back on line if required.
  - (d) Continuously monitor the facilities' operating parameters and conditions including recording and logging of operational data at regular intervals as found necessary by the OEM as well as the Client. This shall further include trend analysis of data from the OEM online service request system to spot any corrective action before serious equipment failure could occur.
  - (e) The submission of an Equipment Failure Analysis Report within 48 hours after the occurrence of failure indicating the equipment or component that failed, all the relevant information relating to the failure, the cause of the failure, the restoration of the equipment and the recommendations proposed to prevent or minimize recurrence of failure. Failure analysis report shall be comprehensive enough so that the root cause of recurring equipment failures or systems inefficiencies can be spotted and corrected.
  - (f) Notify the Client immediately when any of the facilities shall become or is likely to become inoperable. The notice should be in writing and shall state the cause or probable cause of the malfunction and shall indicate the time required to correct the malfunction.
  - (g) Conduct routine servicing of all facilities in compliance with manufacturers' recommendations and service manual criteria. Servicing, as herein defined, includes all preventive and scheduled maintenance works involving, but not limited to replacement of worn out component parts, lubrication, balancing, tuning, calibrating, cleaning and such other labor investments as may be required to ensure the safe and continuous operational efficiency between scheduled overhaul periods.
  - (h) Schedule at least two months in advance, all major overhauls of the facilities subject for approval of the Client. Submit the list of materials and parts needed especially those that require procurement of spares for parts repair and replacement.
  - (i) Execute all works in the best thorough manner under the supervision and direction of a qualified registered engineer and certified technicians who are familiar with the established applicable codes and standards. The Service Provider's engineer shall discuss the results and problems if any with the the Client's authorized representatives.

- (j) Witness testing and commissioning procedures for new equipment, installations, alterations and attend/undertake any required training to enable maintenance of said equipment/installations.

#### **4. Building and Grounds Services (B&G)**

- (i) The B&G services include among others, masonry, waterproofing, painting, varnishing, locksmithing, graphic/signage creation/installation, furniture management and movement works and furnishing works in the scanner premises.
5. The Service Provider shall perform the following Building & Grounds Services:
- (i) Conduct a survey, document, maintain and repair building structures, architectural envelope, seismic gap, hardware/accessories and furnishings include roof decks, floors, walls, partitions, ceilings, doors, windows, woodworks, railings, gates, waterproofing, walkways, etc. without compromising the structural integrity of the Premises;

Document, maintain, repair, dismantle and install furniture and its accessories, in the Imaging Room and in premises wherever required.;

Conduct a survey, document, maintain and repair ground facilities consisting of roads, pavement, perimeter fence, driveways, parking areas, steel gates and fences;

Conduct a survey, document, paint and varnish the Premises' building interiors (wood /metal door, door jambs, glazed panels, walls, ceiling, and floors) and exterior surfaces, external parking surfaces, steel gates and perimeter walls including ancillary structures (i.e., VRCs, MRT gate, guard posts, waiting shed along the Premises, and ancillary facilities, as the need may arise, etc.);

Produce and install OEM and Client-approved graphics, signages (statutory and directional types), pavement markings, safety signages, etc. including updating of room occupant's name with job title, room designation, directory boards, etc. In addition, the Service Provider shall install the glass plates required and decorative translucent stickers for glass panels;

Conduct a survey, document, repair, replace and install all building architectural hardware including but not limited to door and cabinet locksets, door closers, panic buttons.

For any special project needs not covered by the Program, the Service Provider shall secure the building permits, clearances, occupancy permits or other approvals from the Client or from concerned government agencies through the Client as required by the nature of the project.

The Service Provider shall submit detailed specification including the list of Serial No. (S/N) and Part No. (P/N) of all supplied equipment.

The Service Provider shall submit and present certificates of regulatory compliance and standards that their equipment has whatever is applicable in the country of origin of their equipment such as but not limited to ISO, FCC, ITU-T, NSA, and ROHS.

The Service Provider shall secure and submit a Manufacturer's Authorization and Certificate of Distributorship for the gantry scanners supplied and to be serviced under the Contract.

The Supplier shall provide and submit all necessary documents such as but not limited to Operations and Maintenance Manuals, installation and application software.

## 6. Product Warranty

The Service Provider shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, and spares replacement etc., for a period of not less than two (2) years from complete installation and acceptance. Warranty for the work done and materials/spare parts delivered and installed must be free from any form of defect from the date of installation and commissioning of the equipment.

### 6.1 Spares Warranty

During the warranty period the Supplier shall maintain the equipment and repair/replace all the defective components at the installed site at no additional charge of whatsoever nature to the Client within ninety (90) calendar days from notification of defect. In case Service Provider is unable to repair the unit within the prescribed timeframe for whatever reason there maybe, a back-up unit similar to the standards of the equipment must be provided to the Client without additional cost immediately within two (2) weeks after the 90-day notification of defect. If the unit remains defective for a period of one the unit with a brand new unit of similar or higher specification.

## ANNEX 1

### SERVICE LEVEL AGREEMENT

Service Item	Service Level Specification	Measurement	Rating (Actual)	Performance Rating per Month	
				Results	Points
<b>I. Emergency Service</b>	1. Respond to system failure, need for repairs or other disruptions within 24 hours from receipt of the Client request during working hours (8:00 am-5:00 pm, Monday to Friday except Holidays) and weekends	Response Time	10	within 24 hours > 24 hours	10 0
	2. Provide appropriate action to restore the equipment and bring it back to normal status	Period of resumption of service	10	within 24 hours > 24 hours > 48 hours	10 5 0
	3. Report/coordinate the results of inspection within the day	Submission of report	6	within the day  > 1 day	6  0
<b>II. Periodic Maintenance Service (PMS)</b>	• Appropriate conduct of checking and testing of all control elements and regular cleaning of the system and fan filter on a monthly basis	Equipment breakdown	10	no breakdown 1 incident/month > 1 incident/month	10 5 0
	• Appropriate conduct of checking and testing of all control equipment on all Walkthrough metal detectors on a monthly basis	Equipment breakdown	10	no breakdown 1 incident/month > 1 incident/month	10 5 0
	3. Submit Service Report after the conduct of PMS within the day	Service Report	6	submitted within the day submitted after one (1) day submitted more than two (2) days	6 3 0
	4. Maintain records of every inspection carried out, the dates of removal and return of equipment or components removed for repair	Maintenance records	4	no failure 1 failure/month > 1 failure/month	4 2 0

<b>III. Responsive-ness</b>	1. Availability of personnel to handle questions related to routine maintenance by all available communication means, i.e., phone, telex, fax and email	Response to Queries	7	No incident of no response At least 1 incident of no response	7 0
<b>IV. Availability of spare parts and back-up unit</b>	1. Availability of spare parts	Period of availability	8	delivery of spare parts within 90 calendar days delivery of spare parts more than 90 calendar days	8 0
	2. Availability of back-up/spare unit	Period of availability	8	availability of back-up/spare unit within two (2) weeks availability of back-up/spare unit more than two (2) weeks	8 0
<b>V. Reports<sup>1</sup></b>	1. Prompt and complete submission of reports	No. of reports submitted	8	4 quarterly assessment reports and 1 annual assessment report 3 quarterly assessment reports and 1 annual assessment report < 3 quarterly assessment reports and no annual assessment report	8 4 0

Annex 1  
Service Level Agreement

<b>VI. Operators' Training<sup>2</sup></b>	1. Conduct of X-ray Operators' Training (at least 4 sessions/year or 1 session/quarter)	No. of training sessions/quarter	6	4 sessions or more 2 sessions < 2 sessions	6 4 0
<b>VII. Compliance with ISO Standards</b>	1. Compliance with ISO Standards	Incident/accident /illness reports/non compliance as reported by ISO Audit	4	no violation 1 violation/month > 1 violation/month	4 2 0
<b>VIII. Personnel Conduct and Decorum</b>	1. Complaints received on disrespect, cleanliness in the workplace and proper decorum	Report/Complaints from the Client Staff	3	no complaint 1 complaint/month > 1 complaint/month	3 1 0
			100	<b>Overall Performance Rating for the Month</b>	

MONTHLY PERFORMANCE RATING	
POINTS	RATING
95 - 100	<b>SATISFACTORY</b>
81- 94	<b>FAIR</b> A cautionary note stating that a lower rating will merit penalty
76-80	<b>NEEDS IMPROVEMENT</b> (Penalty: Equivalent to 5% Monthly Maintenance Contract Price)
60-75	<b>POOR</b> (Penalty: Equivalent to 20% Monthly Maintenance Contract Price)
< 60	<b>UNSATISFACTORY</b> (Contract Cancellation)
If the performance of the Supplier falls below "FAIR" for two (2) consecutive months, the Contract may merit cancellation.	

**Footnotes:**  
<sup>1</sup> Service report to be submitted at the end of each inspection;  
Quarterly assessment and billing reports to be submitted within ten (10) calendar days after the day of inspection; and Annual assessment reports to be submitted within ten

(10) calendar days after the end of the contract year

<sup>2</sup>To be conducted quarterly

**Notes:**

1. Contract cancellation under such terms and conditions provided in relevant provision of the Contract continues to be in force and effect. These are in addition to grounds for cancellation under SLA.
2. Within three (3) working days from the end of each monthly review period, the User Unit will communicate with the Supplier the result of its monthly performance, based on each Service Level Specification indicated in this SLA. When an agreement is reached, it shall be finalized and computation for the penalty will follow, if any. All such communication shall be only through the appointed contact persons for the Client and the Supplier. In case of disagreement, both parties shall settle amicably as soon as possible, acting in good faith at all times.
3. Official contact persons are as follows:

**For the Client:**

Name:  
Designation:  
Tel. No.:

**For Supplier:**

Name:  
Designation:  
Tel/Fax No.:

4. This Service Level Agreement shall be made effective upon the signature of both parties.

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## **APPENDIX 2.1: BIDDER'S INFORMATION SHEET**

### **Preventive and Corrective Maintenance Services of Gantry Scanners**

<b>Bidder's Information</b>		
<b>Bidder's legal name</b>		
<b>In case of JV, legal name of each partner</b>		
<b>Bidder's country of constitution</b>		
<b>Bidder's year of independent legal existence as a validly registered company</b>		
<b>Bidder's legal address in country of constitution</b>		
<b>Current number of engineers and technicians employed by the Bidder or under the Bidder's pool which can perform on-site (the Client premise) maintenance and repair.</b>		
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)		
<b>Company's Net worth</b>	Year 2020	
	Year 2021	
	Year 2022	
<p><b>Attached are copies of the following original documents.</b></p> <div style="margin-top: 10px;"> <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 2.1 (i) and 2.1 (iii)                 </div> <div style="margin-top: 10px;"> <input type="checkbox"/> 2. Audited financial statements from 2012 to 2014, for ITB 2.1 (ii).                 </div> <div style="margin-top: 10px;"> <input type="checkbox"/> 3. In case of JV, letter of intent to form JV or copy of JV agreement, including authorization to represent the firm or JV named in above.                 </div> <div style="margin-top: 10px;"> <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 2.1 (i).                 </div>		



**APPENDIX 2-2: JOINT VENTURE DATA**  
**MAINTENANCE SERVICES OF GANTR SCANNERS**

*A copy of the joint venture agreement must be attached. In case the joint venture agreement is not acceptable to the Client, the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified joint venture agreement within 21 days upon receipt by the Applicant of the request for modification will disqualify the Applicant for further consideration.*

Names of all Partners of a Joint Venture
1. Lead Partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

**APPENDIX 3: TECHNICAL BID FORM**  
**MAINTENANCE & REPAIR SERVICES  
OF GANTRY SCANNERS**

To: **The Director Transit Trade (HQ), Karachi** (Date)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents;
- (b) We have examined and have no reservations to the General Conditions of Contract;
- (c) We understand and agree to be bound by the Client's Anticorruption and Integrity Policy;
- (d) We offer to provide the Services in conformity with the Bid Documents;
- (e) Our Bid shall be valid for a period of **one-hundred twenty (120)** days from the date fixed for the bid submission deadline in accordance with the Bid Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We confirm that we are financially qualified and compliant to bid for this project in accordance with the minimum requirements for qualification of bidders for this project;
- (g) If our Bid is accepted, we commit to obtain a Performance Security in the amount of ten percent (10%) of the Contract Price for the due performance of the Contract;

- (h) We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bid Document;
- (i) Our firm, its affiliates or subsidiaries, including any sub-vendors or suppliers for any part of the Contract, has not been declared ineligible by the the Client;
- (j) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance of Bid, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (k) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Authorized Officer)

\_\_\_\_\_  
(Designation of Authorized Officer)

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number / Facsimile Number)

## **APPENDIX 4: TECHNICAL EXPERIENCE**

### **Maintenance & Repair Services of Gantry Scanners**

Note: the Client at its discretion may conduct verification to the contents of the Bidder's response. Please attach contact details for each client (i.e. name, telephone number, e-mail address).

#### **1. EXPERIENCE OF FIRM**

Years of experience in the supply and installation of security screening equipment. Bidder must demonstrate its years of experience in supply and installation of security screening equipment.

Bidders must also demonstrate experience in supply and installation within Pakistan, the same brand of X-Ray Gantry scanners offered.

Bid must satisfy Criteria A to D in the **Evaluation Criteria in Section 4** of the Bidding Documents. Please arrange list of clients from the most recent to oldest.

<b>COMPANY NAME OF CLIENT</b>	<b>DESCRIPTION OF CONTRACT/ SERVICES RENDERED</b> (e.g. Supply of Equipment only/ Supply with Installation/ Supply with Installation and Maintenance).	<b>CONTRACT DATE</b> (start to completion)	<b>PRODUCT DESCRIPTION</b> (Please indicate (i)Quantity, (ii)Brand, (iii)Type of Screening Equipment supplied/and/or installed/and/or maintained under the Contract, and (iv)Location of service)	<b>CONTACT DETAILS</b> (Name, Position, Telephone number and E-mail)

2. **MANPOWER/TECHNICAL SUPPORT CAPACITY**

Qualified service engineers/technicians to perform preventive and corrective maintenance services and calibration of X-ray Machines. <b>*Please fill up the table below and attach their CVs</b>			
NAME	DESIGNATION	YEARS OF SERVICE WITH THE COMPANY	YEARS OF EXPERIENCE WITH MAINTAINING SECURITY SCREENING EQUIPMENT

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## **APPENDIX 5: MAINTENANCE PLAN**

### **MAINTENANCE& REPAIR SERVICES OF GANTRY SCANNERS**

*Bidder is advised to read the Work Performance Statement and the Technical Evaluation Criteria in considering their proposal.*

#### **1. MAINTENANCE PROCEDURE AND SCHEDULE**

Bidder must describe its proposed overall maintenance program with frequency schedule, which will ensure a comprehensive range of maintenance systematically carried out from the 3-year warranty period of the replacement spares, through the 3-year preventive and corrective maintenance and repair. As a minimum, monthly service maintenance and calibration will be provided. Bidder may use the table template in its response.

<b>Maintenance Schedule during Warranty</b>	<b>Description of Maintenance Service</b>
Weekly	
Monthly	
Quarterly	
Semi-Annual	
Annual	
<b>Maintenance Schedule during the 3-year Preventive Maintenance &amp; Corrective</b>	<b>Description of Maintenance Service</b>
Weekly	
Monthly	
Quarterly	
Semi-Annual	
Annual	

#### **2. FAULT DIAGNOSIS/REPAIRS/BACK-UP/SPARE UNIT/REPLACEMENT**

Bidder must describe its procedure for fault diagnosis and repair, describing in detail how this will be executed, the timeframe, including availability of spare parts and back-up / spare units whenever necessary.

Bidder must also indicate its willingness to comply and replace defective units with brand new ones, if the defective unit could not be repaired within one hundred twenty (120) calendar days from notification of defect.

#### **3. TECHNICAL SUPPORT**

Bidder must describe available technical support service to be provided under the Contract.

#### **4. PROVISION OF TRAINING**

Bidder must describe the trainings to be provided for each equipment, and the number of trainings it can provide to the Client within each year as part of its proposal.

## **APPENDIX 6: SPARE PARTS AVAILABILITY**

### **SUPPLY, INSTALLATION AND MAINTENANCE & REPAIR SERVICES OF GANTRY SCANNERS**

#### **CERTIFICATE OF WARRANTY OF SPARE PARTS AVAILABILITY**

I/We, (Company Name of Bidder), having all the capacity to represent the manufacturer of the supplied equipment for this agreement, do hereby certify and warrant the availability of spare parts for a period of **03 years** from the date of the Client's acceptance of the security screening equipment as described in the table below.

<b>EQUIPMENT TYPE</b>	<b>BRAND</b>	<b>MODEL</b>

I/We further warrant that spare parts will still be available for the period of years indicated above even if the equipment (as listed) has become obsolete, has been phased-out, or no longer made available in the market, and that I/We will have the capacity to supply the parts and provide support for the supplied equipment (as listed) within the period of this certificate.

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Authorized Officer)

\_\_\_\_\_  
(Designation of Authorized Officer)

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number / Facsimile Number)

## **APPENDIX 7: MANUFACTURER'S AUTHORIZATION**

### **MAINTENANCE & REPAIR SERVICES OF GANTRY SCANNERS**

To:

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 2.1(iv) of the ITB in the Bidding Documents for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

\_\_\_\_\_  
Signature  
(Name of corporate secretary)  
Corporate Secretary  
Manufacturer's Name

CONFORME:

Signature  
(Name of authorized person)  
Designation:  
Company:

SEAL AND SIGNATURE  
NOTARY PUBLIC

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**APPENDIX 8: CERTIFICATE OF SITE INSPECTION**

**MAINTENANCE & REPAIR SERVICES  
OF GANTRY SCANNERS**

**DATE** : \_\_\_\_\_

**PROJECT** : **PREVENTIVE & CORRECTIVE MAINTENANCE  
SERVICES OF GANTRY SCANNERS**

**LOCATION** :

**OWNER** :

**CERTIFICATE OF SITE INSPECTION**

**BIDDER**

This is to certify that I/We have conducted an actual site inspection of each location where the security screening equipment will be installed, and have sufficiently and fully familiarized ourselves with the Scope of Work and attendant problems related to the Bidding for the Supply, Installation, and Preventive & Corrective Maintenance of Gantry scanners, and that these attendant problems and difficulties will be considered when we prepare our bids for the same.

\_\_\_\_\_  
Name of Firm (Bidder)

\_\_\_\_\_  
Principal Officer

**OWNER**

This is to certify that:

\_\_\_\_\_  
Name of Firm/Representatives

has conducted a thorough inspection and evaluation of the site related to the Bidding for the Supply, Installation, and Preventive Maintenance of Security Screening Equipment

**Director Transit Trade (HQ)**

By:

\_\_\_\_\_  
Authorized the Client Representative



**APPENDIX 9: BID SECURING DECLARATION**

**MAINTENANCE & REPAIR SERVICES  
OF GANTRY SCANNERS**

Date: \_\_\_\_\_

To: **The Director Transit Trade (HQ), Karachi**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the the Client starting on the date that we receive a notification from the Client, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Bid Form; or
- (b) having been notified of the acceptance of our Bid by the the Client during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to accept the arithmetical correction of our Bid in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

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

Duly authorized to sign the bid for and on behalf of:

[insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Corporate Seal [where appropriate]

**-- Note --** In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

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**APPENDIX 10: ENVIRONMENT, HEALTH, AND SAFETY QUESTIONNAIRE FOR  
SUPPLIERS, SERVICE PROVIDERS & CONTRACTORS**

*The Client promotes the environment, safety, and health (EHS) of its staff, business partners and the immediate community.*

*As a potential supplier or Supplier of the Client, we hope that you will find time to answer and return the completed questionnaire to us.*

<b>Please tick where appropriate. Where necessary, attach additional sheets.</b>	<b>YES</b>	<b>NO</b>	<b>SCORE</b> (For the Client use only)
<p>1. Is your company certified to ISO 14001, OHSAS 18001 or any standard relevant to the environment, health, and safety?</p> <p>If yes or the implementation is ongoing, state when the certification was obtained or the target date of certification.</p> <p>_____</p> <p>_____</p> <p>2. Is your company aware of the possible environment, health and safety (EHS) hazards of yours operations, products or services?</p> <p>3. Does your company have any program or initiative to manage and control the EHS hazards of your operations, products and services?</p> <p>If yes, list the programs or initiatives being implemented by the company.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Housekeeping Program</li> <li><input type="checkbox"/> Waste Segregation</li> <li><input type="checkbox"/> Use of Personal Protective Equipment (PPE)</li> <li><input type="checkbox"/> Emergency Preparedness and Response</li> <li><input type="checkbox"/> Others, specify</li> </ul> <p>_____</p> <p>_____</p> <p>4. Does your company practice recycling or re-use of materials and other resources, where practicable? Does your company sell wastes and by-products to recycling institutions?</p> <p>If yes, list the resources/ materials being recycled/ re-used or sold to recyclers.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			

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<b>Please tick where appropriate. Where necessary, attach additional sheets.</b>	<b>YES</b>	<b>NO</b>	<b>SCORE</b> <i>(For the Client use only)</i>
<p>5. Has your company ever received complaints or concerns from customers, nearby community or any member of the public, which are related to the environment, health, and safety?</p> <p>If yes, list the nature of concern/ complaints and where applicable, the actions taken by the company.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<p>6. Has the company ever been prosecuted for not complying with legislation or regulations relevant to your operations, products or services?</p> <p>If yes, list nature and status of legal non-compliance(s)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			

## **Technical Specifications**

### **6 MeV X-Ray Based Gantry Scanners**

#### **1.1 X- Ray Truck Gantry Scanners – 6 MeV**

- 1.1.1 The high-energy X-ray rail-mounted gantry inspection systems shall be selected for operation by a minimum number of personnel and controlled remotely, with the system scanning unoccupied containers parked within the scan zone - between the rails of the system.
- 1.1.2 The Gantry shall have 4 and 6 MeV X-ray imaging system that enables inspection of light, medium and dense cargo. Well-suited to cargo screening at seaports and border crossings, the X-ray images are sent to a nearby office for review and evaluation of manifests and identification of contraband and a wide range of security threats.
- 1.1.3 The Scanner shall have capabilities such as material separation Integrated gamma and gamma neutron radiation detection, radiation shielding walls and traffic management systems to meet operational needs. The Scanner shall be housed in a building, specifications of which, for the civil works, infrastructure, structure and all other required items shall be provided in the below sections (as a reference only). However, the contractor shall provide the specifications as per the recommendations of Scanner supplier for the construction purpose. All the specifications provided to the Contractor shall comply with the international standards and shall be submitted to the Engineer for approval.
- 1.1.4 The gantry X-ray system shall be capable of scanning at least 23 trucks of 19m long per hour with a scanning speed of 24m/min. The gantry X-ray system moves while the container or truck remains stationary.
- 1.1.5 The Scanner shall be integrated by the secure purpose built software suite provided by the manufacturer. The software shall be user friendly and one click to access frequently used functions. The scanner shall allow remote storage of the X-ray images.
- 1.1.6 The Entire System shall have the provisioning for networking and shall support the automation network for integration and reports with Pakistan Customs WeBOC System.
- 1.1.7 The System shall be supplied with complete traffic management systems, Gamma & Neutron Detection Systems, automatic number plate & container number plate recognition. The Gantry scanner shall be equipped with hot weather package for extended use with operating temperature up to 55°C.
- 1.1.8 The energy of the electron beam shall not exceed 6 MeV
- 1.1.9 Dual-energy X-ray generators
  - 1.1.10 The ionizing radiation shall be provided by an electrical X-ray generator of suitable energy. Live radioactive sources or neutron generators will not be accepted.
  - 1.1.11 Steel Penetration: up to 350mm Steel at scanning speed of 24m/min
  - 1.1.12 The X-ray inspection system shall be capable of achieving contrast sensitivity of at least:
    - B. 0,6mm in the air at a scanning speed of 24m/min
    - C. 1mm behind 100 mm of steel at a scanning speed of 24m/min
  - 1.1.13 The X-ray inspection system shall be capable to detect steel wire diameter of at least:
    - (x) Ø 1 mm in the air at a scanning speed of 24m/min

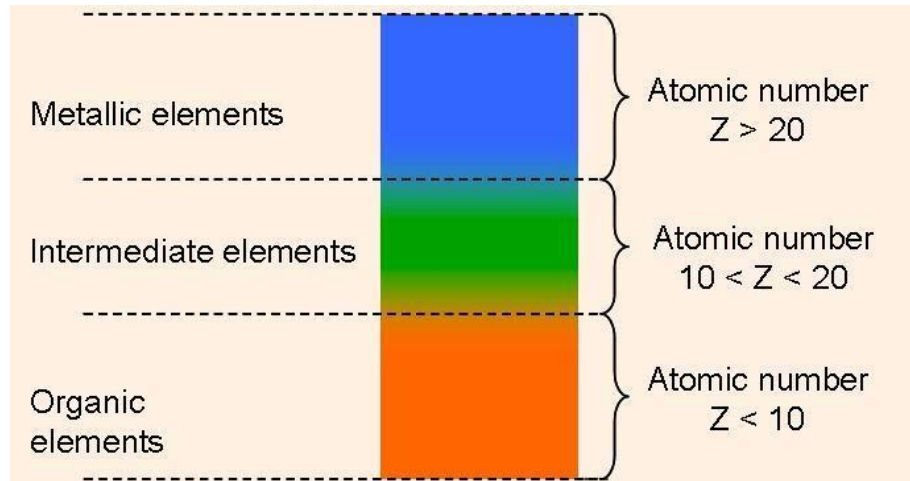
(xi) Ø 3 mm at 45° behind 100 mm of steel at a scanning speed of 24m/min

1.1.14 The scanning height shall be from 0.48m to 4.7m with no corner cut-off for 2.5m (W)

1.1.15 The maximum height below gantry x-ray system shall be 4.8m

1.1.16 Dual energy material discrimination technology capable of differentiating organic, inorganic, mixed, or high Z material colorization based on atomic numbers (organic items are displayed in orange, while inorganic items are in blue, Mixed are in Green).

1.1.17 The scanner shall be equipped with a true 3-class material discrimination tool and displayed on the image workstation. The 3-class shall be distinguished on the image (Metallic elements: Blue, Intermediate elements: Green and Organic elements: Orange) as following:



1.1.18 Each scanning sequence shall be performed with the discrimination tool activated and in a single scanning, the performances of the discrimination shall be optimum for a scanning speed at 24 m/min

1.1.19 Gamma and/or neutron radiation detection integrated with the X-ray scan and with the display of the radioactive alarm indicated on the same image analysis workstation and at the same time than the radiographic image in order to give information about the position of the source on the X-ray image.

1.1.20 Gamma and/or neutron radiation detection in compliance with ANSI N42.35-2004 radioactive material detection requirements

1.1.21 Shall have Operator Assist tools to increase inspection efficiency

1.1.22 The gantry X-ray system moves while the container or vehicle remains stationary

1.1.23 Scan unoccupied objects parked between the rails

1.1.24 Highly-automated scanning operation

1.1.25 Single easy-to-use Cargo Viewer and scan image analysis software:

- (j) Data saving on external peripherals
- (k) X-images treatments
- (l) Independent zoom in the ROI (Region Of Interest)
- (m) For each ROI, possibility to apply to each ROI an images treatments independent and different of other ROI and main image treatments. ROI can be moved and applied treatments shall remain active during the action
- (n) Histogram scale adjustment tools. These tools have an effect either on the complete image or on a portion of the image

- ii Display in form of bar graph the gamma level in a colored form
- iii Displaying of the X-ray image in "full screen" on a single screen for analysis and treatment
- iv Windowing on a single screen, for viewing the whole data related of vehicle under analysis.
- v In review mode, simultaneous display of a minimum of 4 X-ray images on one screen.
- vi In comparison mode, simultaneous display of a minimum of 4 X-ray images on one screen.  
List of customizable shortcut for treatments the most often used by the operator
- vii Simple access to all GUI functionalities with two mouse click
- viii Quick access to images treatment predefined by the operator via a shortcut
- ix GUI with a Customizable work environment (several display configurations)
- x Language: English

1.1.26 Pakistan Customs is using 6 MeV Cargo Scanners at Karachi Ports and require OEM software for the image analysis. Image taken at the KHI Port shall be compared with the image taken at the border terminal when available and perform a visual image comparison for changes in scanned image at the terminal.

1.1.27 The system shall comply to international radiation safety standards such as WHO, ICRP 103 ('09 update of ICRP 60), EU & US regulations

1.1.28 Shall be modular & designed for re-locatable

1.1.29 Easy to maintain

1.1.30 Throughput up to 23 Trucks per hour.

1.1.31 Radiation dose rate in the environment shall be minimum less than 1mSv

1.1.32 Operating Temperature range (without hot weather package): -20°C to 40°C

1.1.33 Operating Temperature range (with hot weather package): -20°C to 55°C

1.1.34 Relative Humidity: up to 95%

1.1.35 Altitude up to 2000 m

1.1.36 Traffic Management

1.1.37 ANPR or OCR for Number Plates

1.1.38 Includes Container Number Reader

1.1.39 IP CCTV inside and within the safety perimeter of scanning facility

1.1.40 Structure Specifications for Gantry Scanner

- (vi) The **civil contractor** shall follow the final approved design by the equipment supplier for the construction of the Structure.

## Gantry Scanners Locations



**JICA Scanner West Wharf**



**JICA SCANNER ACTUAL LOCATION AT KPT EAST WHARF**



**JICA Scanner Port Qasim**

**SECTION-3**

**FINANCIAL BID FORMS**



## SECTION 3 Financial Bid – Standard Forms and Appendices

### APPENDIX 11: FINANCIAL BID FORM

#### MAINTENANCE & REPAIR SERVICES OF GANTRY SCANNERS

\_\_\_\_\_  
(Date)

To: **The Director Transit Trade (HQ), Karachi**

Attention:

1. Having examined the Bid Documents for the above Contract, We, the undersigned, offer to execute and complete the Services as described in and in conformity with the said Bid Documents at the following Contract price:

**Total Contract Price for the 3-year Period:**

2. I/We undertake, if my/our Bid is accepted, to commence the Services on **13<sup>th</sup> March, 2023 until 12<sup>th</sup> March, 2026** or three (3) years after acceptance of the Client of the contract.
3. If my/our Bid is accepted, I/we undertake within 15 calendar days from the date we receive the Letter of Acceptance of Bid to deposit with you a guarantee of a bank by way of a Performance Security in the form attached to the Contract in the sum of **(10% of the Total Contract Price)**, as security for the due and faithful performance of my/our obligations under the Contract. This guarantee shall be valid for not less than **45** days after the expiry of the Contract, or until you take it over in accordance with the Contract.
4. I/We agree to abide by this Bid for the period of **one hundred-twenty (120)** calendar days from the final date fixed for receiving the same, and it shall remain binding upon myself/us and may be accepted at any time before the expiration of that period.
5. If my/our Bid is accepted, I/we confirm that the rates submitted by myself/us in my/our Bid for maintenance and repair services will be fixed and binding upon myself/us for the whole duration of the Contract in accordance with the said Conditions.
6. Unless and until a formal Contract is prepared and executed, and a satisfactory Performance Security is executed and delivered, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us and the Client.
7. I/We understand that you are not bound to accept this Bid or any other bid, which you may receive.

- 
8. Commissions or gratuities, if any, paid or to be paid by myself/us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuities
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none" on the space provided.)

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Authorized Officer)

\_\_\_\_\_  
(Designation of Authorized Officer)

\_\_\_\_\_  
(Name of Bidder/Company)

## **APPENDIX 12: SCHEDULE OF RATES**

#### A. Cost of Maintenance Services & Repair

	Particulars	Quantity	Service Level	Amount (Yearly Fee)
1.	X-Ray Based Gantry Scanner West Wharf (Port Karachi)	01	L1/ L2/ L3	
2.	X-Ray Based Gantry Scanner East Wharf (Port Karachi)	01	L1/ L2/ L3	
3.	X-Ray Based Gantry Scanner (Port Qasim)	01	L1/ L2/ L3	
	<b>Total Amount of All Services (For Three Years)</b>			
	Cost of 03 years spares Warranty (If cost of warranty is included in the cost equipment, please specify 'Inclusive').			
	<b>Grand Total of Services &amp; Spare Replacement Costs (For Three Years)</b>			

## B. LIST OF SPARE PARTS AND PRICE

Bidder must attach a list of all necessary and recommended spare parts required for maintenance with current prices (at the time of bid submission), and other information as detailed in the table below:

### X-RAY Based Gantry Scanner (Brand and Model)

[illegible]

**(C) Cost Schedules for LI, L2 and L3 Preventive, Corrective and Breakdown Maintenances/s;**

Scope of Work /Description	QTY	UOM	UNIT COST MONTH LY USD	TOTAL COST YEAR LY USD
<b>Level -01 &amp; Level -02 Maintenance of Equipment</b>				
<b>General Cleaning</b> <ul style="list-style-type: none"> <li>Bungalow/Structure</li> <li>Survivability</li> <li>Health Check of all systems including: <ul style="list-style-type: none"> <li>0 Door Shutters,</li> <li>0 Lighting, Utilities etc.,</li> <li>0 Control Room</li> </ul> </li> </ul>	Daily			
<b>Preventive Maintenance -Gantry System:</b> <ul style="list-style-type: none"> <li>Mechanical System <ul style="list-style-type: none"> <li>0 Rail System,</li> <li>0 Wheel Bogies,</li> <li>0 Super structure</li> <li>0 Rollers</li> </ul> </li> <li>All Electrical Systems including: <ul style="list-style-type: none"> <li>0 X Ray Systems</li> <li>0 Sensors,</li> <li>0 Cables Carrier System,</li> <li>0 Gear Unit,</li> <li>0 Control Panels etc.,</li> </ul> </li> </ul>				
<b>Preventive Maintenance Facility Control System including:</b> <ul style="list-style-type: none"> <li>Servers, UPS, Computer System, etc.</li> <li>Operator Room</li> </ul>				
Preventive Maintenance of Image Processing System				
Preventive maintenance Accelerator System				
Preventive maintenance of Air Conditioning System				
Preventive maintenance of WeBOC				
	12	Times		

System				
Preventive Maintenance of CCTV/Surveillance System				
Preventive Maintenance of OCR System				
Preventive Maintenance of Rad Seeker				
Complete Maintenance of Generator				
<b>Total Yearly Maintenance Cost of Equipment</b>	12	times		
<b>Amount in Words</b>				

<b>Preventive Maintenance -Level 3 (By Smiths Detection)</b>				
a) Half yearly on-site level 3 Preventive Maintenance by a Smiths Detection Field Service Engineer (FSE) including Vartex accelerator preventive maintenance  b) On Site Level 3 Corrective Maintenance to be affected by Smiths Detection FSE. Determined solely by Smiths Detection if intervention is considered as a Level 3 fault  c) On Site visit for both Level 3 corrective & preventive maintenance is dependent on Pakistan visa approval and high-risk travel approval by SD management  d) Spare Parts replacement under fair wear and tear, excluding air conditioning and rail system which can be procured locally. Also excluded SF6 gas and dowtherm fluid to be arranged locally and by Karsaz if needed.	Bi (02)	Yearly		
<b>Total Yearly Maintenance Cost of Equipment</b>				
<b>Amount in Words  </b>				

<b>Sub Total Site -1</b>	
<b>SubTotal Site-2</b>	
<b>SubTotal Site-3</b>	
<b>Grand Total of 3 x Sites</b>	
<b>Amount in Words  </b>	

**SECTION-4**  
**EVALUATION CRITERIA**

## Section-4. Evaluation Criteria

Evaluation Criteria under Least Cost Selection (LCS) Method for Hiring of Vendor Services for Maintenance & Repair of Gantry Scanners For Sole Firm/Entity or Lead Firm with JV partner and/or Sub-Service Provider

**Important Note:** In order to assist the process of evaluation, suppliers are required to submit documentary evidences to support their claims on the above parameters. The Bidder must PASS in all of the criteria mentioned above.

	Evaluation Criteria	MINIMUM REQUIREMENTS TO PASS
<b>A</b>	<b>Management Competence</b>	
1.	<b>Manufacturer's Authorization</b> for Maintenance & Repair	<b>Mandatory</b> - Have submitted an originally signed Manufacturer's Authorization on the prescribed format ( <b>Appendix-7</b> ) from the manufacturer.
2.	<b>Track record (in years) in the supply, installation and maintenance &amp; repair services</b> of security screening equipment.	Minimum of <b>Five (5) years</b> track record in the supply and installation of security screening equipment ( <b>Appendix 4</b> )
3.	<b>Financial Capability</b>	Bidder must have a positive net worth from <b>FY 2020 to 2022.</b>
<b>B</b>	<b>Technical Competence</b>	
1.	<b>Have sufficient qualified service engineers/technicians</b> to perform preventive and corrective maintenance services and calibration of X-Ray based Gantry Scanners on-site (the Client premise) at any given time.	Must have a <b>minimum of five (5) employed service engineers or technicians</b> to perform preventive and corrective maintenance services and calibration of X-Ray based Gantry Scanners.
2.	<b>Have local or in-country (Pakistan) installation</b> of X-Ray based scanners which should have the same brand for which the maintenance and repair services are being offered.	Have installed a minimum of <b>One (01)</b> units of the same brand of X-Ray Based Gantry Scanner offered in the bid, within the Pakistan or the region. Customer Satisfaction <b>Certificate/Contract completion Certificate to be attached.</b>
3.	<b>Work Performance Sheet (WPS)</b>	Have submitted the <b>Work Performance Statement (WPS)</b> to endorse all the Maintenance & Repair Services related activities along with <b>Service Level Agreement (SLA)</b> as <b>Annex-1.</b>
<b>C</b>	<b>Maintenance Plan</b>	Have submitted <b>Maintenance Plan</b> on the prescribed format ( <b>Appendix 5</b> ).
<b>C-1</b>	<b>Comprehensiveness of Maintenance Plan:</b>  <b>1) Routine Maintenance</b> The Overall Maintenance program put in place to ensure that a comprehensive range of maintenance procedures are systematically carried out.	Provide training <b>four (4) times</b> a year.
		Technical support/customer service available <b>24/7.</b>
		Spare parts available within 90 calendar days from notification of defect.
		Warrants availability of spare parts for a minimum of <b>Three (03) years</b>



C-2	<b>2) <u>Fault Diagnosis and Repairs:</u></b> The means by which the cause of incorrect equipment operation may be located. This includes adjustment where required, and simple repairs.	Back-up/spare unit available within <b>two (2) weeks</b> from 90-day notification of defect.
C-3	<b>3) <u>Back-up/spare unit</u></b> Availability of back-up/spare unit when needed particularly when unit is pulled out for major repair or not operational.	Replacement of defective unit with a brand new one beyond <b>150 calendar days</b> from notification of defect during warranty period.
		Periodic maintenance and calibration to be provided <b>at least once a month.</b>
		Fault diagnosis and repairs to be provided.
<b>D</b>	<b>Geographic Competence</b>	
1.	Number of similar projects undertaken where firm as lead partner or as a sole entity in Pakistan.	Minimum of <b>Two (02)</b> projects as lead partner in case of a JV. <b>Certificate/Contract completion Certificate to be attached</b>
2.	Number of similar projects undertaken where firm as JV partner or sub-consultant in Pakistan.	Minimum of <b>One (01)</b> projects as JV partner in case of a JV. <b>Certificate/Contract completion Certificate to be attached</b>
3.	Lead firm/Sole Entity's Permanent presence / local office	Must have local office in Pakistan
4.	JV partner's or Sub-Consultant's permanent presence / local office.	Must have local office in Pakistan.

All Criteria needs to be complied by Firms and have to be verified by the Evaluation Committee.

**Evaluation done by:**

\_\_\_\_\_  
(Additional Collector-I)  
Directorate of Transit Trade (Ops)  
Karachi

\_\_\_\_\_  
(DD Scanners Management)  
Directorate of Transit Trade (HQ)  
Karachi

\_\_\_\_\_  
(AC/DC Exam-West Wharf)  
Collectorate of Customs  
(Export) West, Karachi

## **SECTION-5**

### **List of Eligible Countries**

All countries except **India** and **Israel** and countries sanctioned under UN Security Council Resolutions

## **SECTION-6**

### **General Conditions of Contract (GCC)**

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### CONTRACT FORMS

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## **(j) DEFINITIONS**

### **1.1. In these General Conditions of Contract:**

- a. "the Client" – refers to the organization as specified in the Special Conditions of Contract (SCC), the organization purchasing the Goods and Related Services named in the Special Conditions of Contract (SCC).
  - b. "the Client Headquarters" or "Headquarters" – refers to the 2<sup>nd</sup> Floor, Old Custom House, Karachi.
  - c. "Authorized Representatives" – are the persons named in Paragraph 5 below and authorized to represent the Parties in sending and/or receiving Notices and Communications related to the Contract.
  - d. "Contract" – means the agreement that the Client and the Service Provider entered into, as recorded in the Contract Form that the parties signed, including all attachments and appendices and all documents incorporated by reference therein.
  - e. "Contract Documents" – consists of the Contract and its Appendices, including but not limited to, the Technical Specifications, Technical and Financial Bids, Bid Forms, Annexes and appendices, Fee Schedule, Manufacturer's Authorization, Letter of Acceptance of Bid, the Client's Fire, Safety and Security Regulations, relevant Administrative Orders, Environment, Health & Safety Certificate.
  - f. "Contract Price" – means the price stated in the SCC payable to the Service Provider for the full and proper performance of its contractual obligations.
  - g. "Corrupt, Fraudulent, Coercive and Collusive Practices" – refers to acts or omissions prohibited under the Client's Integrity Pact.
  - h. "Day" – means calendar day.
  - i. "Default" – means any breach of the obligations of a Party (including but not limited to breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of a Party in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.
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- (l) "Delay" – means delivery beyond the Delivery Date or Dates specified in the Contract.
  - (m) "Delivery" – includes physical delivery of the manufactured Goods and Related Services at the place agreed between the Parties, Installation of the Goods and Related Services and acceptance by the Client.
  - (n) "Final Acceptance" – refers to acceptance after the Goods and Related Services are delivered, initially inspected and found to comply with the Work Performance Statement, maintenance Plan and Technical Specifications provided in the SCC.
  - (o) "*Force Majeure*" or "Fortuitous Event" – refers to events, which the Service Provider could not have foreseen, or which though foreseen, were inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Service Provider.
  - (p) "Goods" include routine and non-routine supplies and equipment and related services which the Service Provider has undertaken to provide to the Client.
  - (q) "GCC" means the General Conditions of Contract.
  - (r) "Installation" – refers to procedures required to be undertaken to render the Goods usable and/or functional.
  - (s) "Notices" – refers to all written communication required under the Contract to be exchanged between the Parties, including but not limited to, requests, permissions or consent.
  - (t) "Party" or "Parties" – refer to either or both the Client and the Service Provider.
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- (aa) "Related Services" – refers to services necessary to make the Goods operational or usable, including but not limited to installation, calibration and the like.
  - (bb) "SCC" – means the Special Conditions of Contract.
  - (cc) "Service Level Agreement" or "SLA" – refers to terms agreed between the Parties to determine satisfactory performance under the Contract.
  - (dd) "Spare Parts" refers to the items, parts or implements required to operate and make full use of the Goods.
  - (ee) "Service Provider" – refers to the party (includes individual and entity, whether public, quasi-public or private) that delivers the Goods and Related Services pursuant to a contract with the Client and named in the SCC. This includes the Service Provider's personnel, representatives, successors and permitted assignees.
  - (ff) "User Unit" refers to the organizational unit in the Client which requested procurement of the Goods and related services and is responsible for receiving and accounting for the Goods and related services subject to the provisions of the Contract.
  - (gg) "Verified Report" refers to the report submitted by the Client in coordination with the User Unit, to the appropriate approving authority reporting the existence of grounds or causes for termination and explicitly recommending the issuance of a Notice to Terminate.

## **2. SPECIAL CHARACTER, PRIVILEGES AND IMMUNITIES OF THE CLIENT**

- 2.1. The Service Provider and the Client shall explore alternative arrangements to implement the Contract, if any tax or duty other than taxes on net income is levied or if there is an attempt to levy any such tax or duty in connection with the performance of the Contract.

## **3. GOVERNING LAW AND LANGUAGE**

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3.1 Unless otherwise specified in the SCC, the Contract shall be governed and interpreted according to law of Pakistan, subject to the privileges and immunities accorded to the Client.

3.2. The Contract is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Contract, unless otherwise specified in the SCC. Notices and other correspondences pertaining to the Contract that the parties would exchange shall likewise be in English.

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### **(iii) NOTICES AND COMMUNICATION**

- 4.1. Notices and communication required under the Contract, including, but not limited to, requests, permissions or consent, shall be in writing. Notices and communication may be personally exchanged, sent in electronic format or by traditional means of communication such as registered mail, telex, telegram, or facsimile.
- 4.2. Notices shall be effective when sent to the address specified in the SCC **and** personally received by the addressee or constructively through the addressee's duly authorized representative. Notices sent by registered mail shall be effective on the date of delivery, as shown in the return card for registered mail or the postmaster's certification. Otherwise, notices sent by telex, facsimile or similar means shall be effective upon successful transmission to the Party in accordance with the contact details specified in the SCC or on the notice's effective date, whichever is later.

### **(iv) AUTHORIZED REPRESENTATIVE**

- 5.1. For purposes of giving Notices or communicating with each other, the contact details and authorized representative of the Parties shall be as indicated in the SCC. A Party may change or update its contact details for Notice purposes by duly notifying the other Party in advance, following the provisions listed in the SCC.
- 5.2. Orders, directives, and instructions given on behalf of the Client to the Service Provider shall be communicated by the Director Transit Trade (HQ) Karahi, or an officer duly designated under the Client's rules and notified in advance to the Service Provider under the SCC.
- 5.3. The Director Transit Trade (HQ) Karahi shall monitor the Service Provider's performance and recommend, among others, proper disposition of technical issues in implementing the Contract. Communications regarding these technical issues shall be addressed to the Director Transit Trade (HQ) Karahi being the Client.
- 5.4. The Service Provider shall not take from unauthorized the Client staff orders related to the delivery of the Goods and Related Services as referred to in Subparagraph 8.1. Questions regarding the authority of orders, directives or instructions given in the name of the Client should be addressed to the Director Transit Trade (HQ) Karahi

### **(v) THE CLIENT'S ANTICORRUPTION POLICY**

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- 6.1. the Client's Anticorruption Policy is reflected in the Integrity Pact signed between the Client and the service provider and in the following clauses and requires bidders, manufacturers, distributors and the Service Provider to observe the highest standard of ethics during the procurement and execution of this Contract. Any violation of the Anti-Corruption policy will result in termination of the Contract and sanctions being imposed on Service Provider, including being declared ineligible, either indefinitely or for a stated period of time, to participate in the Client-financed activities.
- 6.2. For the purposes of this section, the terms below shall have the following meaning:
- (a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (c) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (d) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- 6.3. Pursuant to its Anticorruption policy, the Client:
- (a) will not award a procurement contract to a winning bidder that has directly or indirectly engaged in any corrupt, fraudulent, collusive or coercive practice in competing for the contract in question;
  - (b) may suspend the procurement process at any stage when there is sufficient evidence to support a finding that an employee, agent or representative of the bidders, suppliers, service Suppliers and concessionaires has engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract with the Client;
  - (c) will sanction a bidder, supplier, service Supplier, concessionaire or its successor, if the Client at any time determines that such bidder, supplier, service Supplier, concessionaire or its successor has, directly or indirectly, engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing, any contract for the institutional procurement of goods and related services. Sanctions include, but are not limited to, declaring such bidder, supplier, service Supplier, concessionaire or its successor ineligible to participate in the Client-financed activities indefinitely or for a stated period of time except under such conditions as the Client deems appropriate; or reimbursement to the Client of costs associated with investigations and proceedings
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- (d) will take appropriate actions to manage conflicts of interest including, but not limited to, rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.
- 6.4. The Service Provider agrees to be bound by the Client's Anticorruption Policy as outlined above.
  - 6.5. The Service Provider shall permit the Client to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Client, if so required by the Client.

## **7. CONFLICT OF INTEREST**

- 7.1. The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor its Personnel is placed in a position where, in the reasonable opinion of the Client, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Service Provider and performance of the Service Provider's obligations under the Contract. The Service Provider shall disclose to the Client in the manner and form prescribed in the SCC full particulars of any such conflict of interest which may arise.
- 7.2. The Client shall undertake measures to manage actual or potential conflicts of interest, consistent with the Client's Anti-Corruption Policy re-stated above. This is without prejudice to other remedies or rights of action which shall have accrued or shall thereafter accrue to the Client under the Contract.
- 7.3. During and twelve [12] months after the Contract Period, the Parties shall not employ or offer employment to any of the other Party's personnel who have been associated with the procurement and/or management of the Contract without that other Party's prior written consent.

## **8. SCOPE OF THE CONTRACT**

- 8.1. The Goods and Related Services to be delivered are specified in the SCC.
- 8.2. Unless the Parties agree otherwise, the Goods and Related Services shall also include Installation and/or Spare Parts or items that are not specifically mentioned but are necessarily required to make full use of the Goods, as if such items were expressly mentioned herein. The Installation, Spare Parts and additional requirements for complete delivery of the Contract shall be provided in the SCC.
- 8.3. In case of discrepancy, the provisions of the Contract shall prevail over the Contract Documents enumerated in the Contract Agreement. In interpreting the provisions of the Contract, the Client and the Service Provider may further refer to the applicable Invitation to Bid and the Bid Documents of the Client.

## **9. CONTRACT PRICE**

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- 9.1. For and in consideration of the Service Provider's delivery and/or supply of the Goods and Related Services specified in the SCC during the Contract Period in Paragraph 10 below, the Client shall pay the Service Provider the Contract Price stated in the SCC. The Contract Price shall not vary from the price that the Service Provider quoted in its Bid, except for any change resulting from a Change Order issued in accordance with Subparagraph 9.4 below.
  - 9.2. The Contract Price is payable on the date and in the manner provided in the SCC.
  - 9.3. Unless otherwise specified in the SCC, the Client and the Service Provider agree that the Contract Price is a firm and fixed lump sum. The Service Provider warrants that the Contract Price tendered already covers actual and contingent costs that the Service Provider would incur in delivering the Goods.
  - 9.4. The Parties may agree to adjust the Contract Price following the price adjustment provisions specified in the SCC, as applicable. However, the Service Provider shall not demand price adjustments due to fluctuations in the foreign exchange rate, and/or increase in Service Provider's actual or contingent costs.

## **10. CONTRACT PERIOD & DELIVERY DATE**

- 10.1. Unless sooner terminated pursuant to the termination provisions below, the Contract shall remain valid for the period stated in the SCC. The Service Provider shall deliver the Goods and Related Services on the Delivery Date or Dates indicated in the SCC.

## **11. SERVICE PROVIDER'S OBLIGATIONS**

- 11.1. In consideration for the payment of the Contract Price, the Service Provider shall deliver on the Delivery Date or Dates the Goods and Related Services according to the WPS, Maintenance Plan & Client's Technical Specifications and other requirements described in the SCC. Prompt delivery of the Goods and Related Services, within the time agreed or on a specified date, shall be of the essence of the Contract.
- 11.2. The Service Provider shall further deliver such Spare Parts required for the operation and full use of the Goods, if there are any.

## **12. SECURITY AND INSURANCE**

### Performance Security

- 12.1. To secure performance of its obligations under the Contract, the Service Provider shall post sufficient security worth at least 10% of the contract value, as the Client may fix and indicate in the SCC. The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
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- 12.2. The Performance Security shall be denominated in PKR/US Dollars, or in a freely convertible currency acceptable to the Client. The Performance Security shall be in one of the following forms:
- (a) Cash, cashier's check, manager's check, or bank draft;
  - (b) Bank guarantee or an irrevocable stand-by letter of credit issued by a reputable bank in Manila, Philippines or abroad and acceptable to the Client;
  - (c) Sovereign guarantee in the amount of one hundred percent (100%) of the Contract Price; or
  - (d) Such form as may be specified in the SCC.
- 12.3. The Service Provider shall submit the performance security within ten (10) calendar days from receipt of the Letter of Acceptance of Bid or Notice of Award from the Client, unless otherwise specified in the SCC but in no case later than the signing of the contract by both parties.
- 12.4. Unless otherwise specified in the SCC, the Client shall discharge and return the performance security to the Service Provider not later than thirty (30) days following the date of complete performance of the Service Provider's obligations under the Contract, including warranty obligations, and upon issuance by the Client of a Certificate of Completion/Acceptance to that effect.
- 12.5. The Client shall have the right to unilaterally call the Performance Security when the Client determines that:
- (a) The Service Provider, in violation of or contrary to its warranties under the Contract, does not have the required license, permit, power and/or authority to enter into and fully perform its obligations under the Contract;
  - (b) The Service Provider failed to submit to the Client the Good Social Management Certificate included among the Contract Documents; misrepresented or made false statements in the Certificate; or failed to fulfill any of its warranties and obligations under the Contract; or,
  - (c) The Service Provider breached the Contract and failed to remedy the breach, if the Client deems such breach remediable, within seven [7] calendar days from receipt of notice from the Client.

#### General Liability Insurance & Indemnity

- 12.6. Before commencing performance, the Service Provider may be required to acquire a Comprehensive General Liability Insurance taking into account such conditions acceptable to the Client, including, but not limited to the following:
- (a) The Service Provider shall be liable for and shall indemnify and hold the Client harmless against the costs of claims against the Client arising out of injury to or death of any person, or any loss of or damage to property, including the property of
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the Client, due to the negligence of the Service Provider or person's acting for the Service Provider.

(b) The face value of the insurance shall not be less than as **specified in the SCC** for each occurrence, and the insurance shall be automatically renewed after the face value has been expended.

12.7. The Service Provider shall indemnify and hold the Client free and harmless from any and all claims made by the Service Provider's personnel under Philippine labor laws and other related legislation, including but not limited to, the minimum wage law.

#### General Conditions for Securities and Insurance

12.8. The Service Provider shall furnish evidence that the securities and/or insurance were taken at the time required and continue to be in effect before executing the Contract, during the Contract Period, and after termination for a period specified in the SCC. The Service Provider shall deposit with the Client a copy of the required securities and/or insurance policy/ies and receipts for payment of the corresponding premium, as applicable, within the time required above.

12.9. If the Service Provider fails to take the required insurance or fails to maintain the same, the Client may make alternative arrangements to protect the Client's interest, including but not limited to, taking out and maintaining the required insurance itself and recovering the cost from the Service Provider.

12.10. The Service Provider shall obtain and maintain such other insurance or securities as the Parties may agree, as indicated in the SCC.

12.11. The Client shall monitor compliance with these requirements.

### **13. SUPPLIER'S UNDERTAKING**

13.1. The Service Provider shall immediately notify the Client in writing when:

- (a) the Service Provider merges with, acquires, or transfers all or substantially all its assets to another entity;
  - (b) any person or entity acquires directly or indirectly the beneficial ownership of equity securities and, consequently, the power to elect a majority of the board of directors of the Service Provider, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Service Provider;
  - (c) the Service Provider is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations;
  - (d) the Service Provider is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation;
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- (e) the Service Provider's financial condition becomes significantly unstable and threatens to jeopardize the Service Provider's ability to perform its obligations under the Contract;
  - (f) the Service Provider loses any license or authorization required to perform its obligations under the Contract; or
  - (g) the Service Provider faces any event beyond the control of the Service Provider or a situation that makes it impossible for the Service Provider to carry out its obligations under the Contract.

The Client and the Service Provider shall explore alternative arrangements to implement the Contract under any or all of the above circumstances.

- 13.2. Machines or equipment that the Client issues to the Service Provider for free, as indicated in the SCC, shall remain the property of the Client; and the Client may recover them from the Service Provider at any time. The Service Provider shall not, under any circumstances, have a lien or any other interest on such machines or equipment; and the Service Provider shall at all times possess them only as fiduciary agent and bailee of the Client. The Service Provider shall not commingle the machines or equipment with its own, and shall accordingly advise all sub-Suppliers and other interested third parties of the Client's ownership of such machines or equipment.
  - 13.3. The Service Provider shall compensate the Client for the loss of or damage to machines or equipment that the Client has provided to the Service Provider when the Client finds that the loss or damage resulted from the willful act or gross negligence of the Service Provider's personnel. Upon expiration or termination of the Contract, the Service Provider shall immediately return, without need of demand, the machine(s)/equipment that the Client had supplied.
  - 13.4. The Service Provider shall ensure that the Service Provider's personnel behave according to generally acceptable standards in delivering the Goods and Related Services under the Contract. The Service Provider shall further require its personnel to comply with the Client's safety and security regulations and other regulations concerning the movement and conduct of persons on the Client premises, including but not limited to, the requirement to wear appropriate identification cards while inside the Client premises w.r.t the Client Safety and Security Procedures.
  - 13.5. The Client reserves the right to refuse entry into or remove from the Client Premises Service Provider's personnel who, in the Client's judgment, are under the influence of alcohol or other drugs or, for any reason, are deemed incapable of safely and reliably performing assigned work or whose behavior does not conform to generally accepted standards.
  - 13.6. Service Provider's personnel who commit an offense on the Client Premises shall be removed from the Client Premises and/or surrendered to local law enforcement authorities. For this purpose, the Service Provider recognizes the authority of the Client to summon Service Provider's employees for investigation. Such offenses include, but are not limited to, the following:
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- (a) Theft/Pilferage. Removing or attempting to remove from the Client Premises, without Gate Pass or authority to do so, the Client properties, regardless of the condition or value of such property; or stealing personal properties while on the Client premises.
  - (b) Damage or Disruption. Deliberately or through culpable negligence disrupting the Client operations, and/or otherwise causing damage to or destroying the Client's property.
  - (c) Drunkenness/Alcoholism. Consuming intoxicating beverages on the Client Premises or reporting for work under the influence of alcohol.
  - (d) Using Prohibited Drugs. Includes possessing, pushing, consuming or otherwise using prohibited drugs, hallucinogenic substances or narcotics on the Client premises.
  - (e) Gambling. Gambling in any form while on the Client premises.
  - (f) Violence. Using force, physical assault, coercion, threat, intimidation, extortion, bribery, or engaging in other unlawful activities with the Client or non-the Client personnel for any purpose whatsoever.
  - (g) Possessing Firearms and other deadly weapons. Carrying firearms, licensed or unlicensed, and/or other deadly weapons while on the Client premises.
- 13.7. The Service Provider's personnel are urged to remain within the location(s)/area(s) where they are authorized to be and/or are assigned. However, the Service Provider's personnel may use the Client's facilities cafeteria for their normal breakfast or lunch (12:30PM to 1:30PM only) while on duty. The Service Provider's personnel should leave the Client\_Premises within a reasonable time after completing Delivery.
- 13.8. The Service Provider shall not pay any commissions, or fees; grant any rebates or give gifts or favors; or otherwise enter into any financial or business arrangements with the Client personnel or their dependents during the effectivity of the Contract.
- 13.9. The Service Provider is an independent Supplier of the Client. The Contract shall not nor be deemed to create the relationship of employer and employee, master and servant, or principal and agent between the Client and the Service Provider or the Service Provider's employees, agents or any other persons engaged by the Service Provider to perform its obligations under the Contract. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

## **14. TECHNICAL SPECIFICATIONS**

- 14.1. The Goods and Related Services shall conform to the technical specifications provided in the SCC. When no applicable standard is specified, the latest, authoritative standards customarily applicable to the Goods and Related Services in the place where the Goods and Related Services would be used shall
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apply. the Client and the Service Provider shall agree on which customary standards to apply.

- 14.2. The Service Provider shall perform its obligations under the Contract diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders of competent government agencies or authorities. The Service Provider shall submit to the Client the Good Social Management Certificate [*Form of Good Social Management*] within fifteen calendar days from the effective date of the Contract, and subsequently during the effectivity of the Contract, as indicated in the SCC. Otherwise, the Client shall either deduct from any or all invoices payable to the Service Provider a sum of up to 30% of the invoice value or Contract Price as a non-refundable penalty. This is without prejudice to other remedies or measures that the Client may avail of under the Contract. The Service Provider undertakes that it shall not directly or indirectly pass the penalty above, entirely or in part, to its employees.
- 14.3. The Service Provider shall deliver Goods and Related Services that conform to the Client's environmental policy to, among others, conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. the Client shall indicate in the SCC specific sustainability and environmental requirements, including applicable eco-labels, if there are any.
- 14.4. The Service Provider shall comply with health and safety measures of the Client. The Service Provider shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. the Client shall promptly notify the Service Provider of any health and safety hazards which may exist or arise in the Client's premises and which may affect the Service Provider in performing its obligations under the Contract.
- 14.5. The Service Provider shall notify the Client immediately of any incident occurring in connection with or as a result of performing its obligations under the Contract on the Client premises, particularly where the incident causes any personal injury or damage to property which could give rise to personal injury.
- 14.6. As evidence of compliance with Philippine labor, social welfare and environment laws and regulations, the Service Provider shall submit to the Client a certification that the Goods and Related Services subject of the Contract were not manufactured in violation of such local and/or international labor, occupational safety and environmental standards.

## **15. PRE-TESTING AND/OR EVALUATION**

- 15.1. To confirm that the Goods and Related Services comply with the Technical Specifications, the Service Provider shall allow the Client to test and/or evaluate the Goods and Related Services on or within a reasonable time after Delivery but before Final Acceptance. The Service Provider or its sub-Supplier(s) shall furnish all reasonable facilities and assistance, including access to drawings and production data and other relevant documents at no cost to the Client. Details of the pre-testing
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and/or evaluation that the Client requires, if there are any, shall be specified in the SCC.

- 15.2. The Client may reject the Goods and Related Services when they are evaluated to be inadequate or not conforming to the Technical Specifications provided in the SCC. the Client shall ask the Service Provider to either rectify or modify/improve or replace the Goods and Related Services, as necessary, and at no cost to the Client, to meet the required specifications.
- 15.3. The Service Provider's consent to the pre-testing and/or evaluation of the Goods and Related Services or inspection of the Spare Parts shall not release the Service Provider from its warranties or other obligations under the Contract.

## **16. SERVICE LEVEL AGREEMENT [SLA]**

- 16.1. To achieve and maintain a high level of performance and where applicable, the Client and the Service Provider shall execute an SLA that sets their mutual expectations, specifies the aspects of delivery of the Goods and Related Services under the Contract, and identifies indicators to measure the Service Provider's level of performance.
- 16.2. The SLA between the Client and the Service Provider shall include conditions for incurring service level credits or earning incentives. At least 80% of the total service level incentives shall be distributed among deserving personnel of the Service Provider.
- 16.3. The Service Provider shall report to the Client, as necessary, actual use and/or disposition of service level incentives.

## **17. WARRANTIES AND REPRESENTATIONS**

- 17.1. The Service Provider warrants that it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Contract. The Service Provider further warrants that the Contract is executed by the Authorized Representative of the Service Provider.
  - 17.2. All information contained in the Service Provider's Bid are true, accurate and not misleading, except those that the Service Provider may have specifically disclosed in writing to the Client before executing the Contract;
  - 17.3. To the best of the Service Provider's knowledge and belief, no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Service Provider or any of its assets that could materially and adversely affect the Service Provider's ability to deliver the Goods and Related Services under the Contract.
  - 17.4. The Service Provider is not subject to any contractual obligation that would materially and adversely affect the Service Provider's ability to deliver the Goods and Related Services under the Contract; nor has the Service Provider done or omitted to do anything that could materially and adversely affect its assets, financial
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condition or position as a going business concern.

- 17.5. The Service Provider has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Service Provider's assets or revenue. The Service Provider expressly warrants its financial viability and shall permit the Client to inspect the Service Provider's accounts, financial statements and other records relevant to the performance of the Service Provider under the Contract, or otherwise have these accounts and records audited externally, as the Client may deem necessary.
  - 17.6. The Service Provider has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Service Provider and in the country where it is registered and has complied with applicable securities and tax laws and regulations.
  - 17.7. The Service Provider further warrants that Goods and Related Services and Spare Parts, if any, supplied under the Contract have no defect/s arising from design, materials, workmanship; or damage resulting from any act or omission of the Service Provider, or those that may develop under normal use of the Goods and Related Services and Spare Parts.
  - 17.8. To ensure that the Service Provider would correct or cause the correction of all defects, the Service Provider extends the warranty against defects for a minimum period of three (3) months for supplies and/or one (1) year for equipment, counted after complete performance of the Contract or other such period as may be specified in the SCC. When applicable, the extended warranty shall be secured by, at the Service Provider's option, retention of at least ten percent (10%) of every progress payment, or a special bank guarantee of at least ten percent (10%) of the total Contract Price, or such amount as may be specified in the SCC. The security shall be released only after the lapse of the extended warranty period, after the Goods and Related Services provided are confirmed to be free from patent and latent defects, and all the conditions imposed under the Contract have been fully met.
  - 17.9. The Service Provider shall further be liable for implied warranties under applicable laws.
  - 17.10. The Client shall promptly notify the Service Provider in writing of any claims arising under any or all of the express and implied warranties provided in the Contract. Upon receipt of such notice, the Service Provider shall, within the period specified in the Subparagraph **17.8**, repair or replace the defective Related Goods or parts thereof, without costs to the Client.
  - 17.11. If the Service Provider, after notice, fails to remedy the defect(s) within the period specified in the Subparagraph **17.8**, the Client may take remedial action, as necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Client may have against the Service Provider under the Contract and other applicable laws.
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17.12. The copyright for all drawings, documents, and other materials containing data and information furnished to the Client by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Client directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **18. THE CLIENT'S RESPONSIBILITIES**

18.1. the Client shall pay the Contract Price, according to the agreed terms and manner of payment therein and subject to the following conditions:

- (a) The Service Provider's request(s) for payment shall be made to the Client in writing; accompanied by an invoice describing the Goods and Related Services delivered; and upon fulfillment of other obligations stipulated in the Contract.
- (b) The Service Provider shall submit such documents supporting the Service Provider's invoice, as the Client may reasonably require.
- (c) Unless otherwise specified in the SCC, payments shall be made only after the Head of the User Unit certifies that the Goods and Related Services were evaluated and found to be delivered according to the terms of the Contract.
- (d) The Client shall pay promptly and not later than thirty (30) days after the Service Provider submits an invoice. The Service Provider shall accept payments as full satisfaction of the Service Provider's entire claim arising out of or in connection with the Contract.
- (e) Except with the prior approval of the Head of the User Unit, no payment shall be made for Goods and Related Services not yet delivered under the Contract.
- (f) Unless otherwise agreed with the Service Provider, the Client shall remit payment of the Contract Price by electronic transfer. The Service Provider shall provide the Client the Service Provider's bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.

18.2. When performance of the obligations in the Contract requires the Service Provider to obtain permits, approvals, or import and other licenses from local public authorities and the Service Provider requests the Client's assistance in this regard, the Client may exert best efforts to assist the Service Provider in completing such requirements in a timely and expeditious manner.

## **19. DELAY**

19.1. Delivery of the Goods and Related Services shall be made by the Service Provider on the Delivery Date or Dates that the Client has provided in Paragraph 10 above.

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- 19.2. If the Service Provider or its Sub-Supplier(s) encounters conditions impeding timely delivery of the Goods, the Service Provider shall notify the Client in writing and at the soonest opportunity of the fact of the delay, its likely duration and cause(s). the Client shall evaluate the situation and advise the Service Provider if the Delivery Date or Dates can be extended.
  - 19.3. Delay in delivery shall render the Service Provider liable for liquidated damages provided below, unless the Client extends the time of performance or when the Client determines that the delay was due to *Force Majeure*, as defined below and subject further to the conditions in the Contract.
  - 19.4. Delay may constitute default that may result in terminating the Contract, forfeiting the Service Provider's Performance Security and/or awarding the Contract to another qualified Supplier.

## **20. LIQUIDATED DAMAGES**

- 20.1. If the Service Provider fails to deliver the Goods and Related Services on Delivery Date or Dates, the Client shall deduct from the Contract Price, Liquidated Damages equivalent to a percentage of the Contract price for every week of delay or part thereof until actual delivery or performance. The actual rate, factor of deduction and the maximum allowable deduction are specified in the SCC.
- 20.2. Liquidated damages shall be imposed without prejudice to other remedies under the Contract and under applicable laws. Once the maximum allowable deduction for Liquidated Damages provided above is reached, the Client may consider terminating the Contract based on the grounds provided below.

## **21. FORCE MAJEURE**

- 21.1. Neither Party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract when the delay or failure is caused by Force Majeure or fortuitous event, as defined in Paragraph 1 above. In these cases, the Client shall not call the Service Provider's Performance Security, impose liquidated damages, or terminate the Contract for default.
- 21.2. In cases of *Force Majeure*, the Service Provider shall promptly notify the Client in writing of the relevant circumstances. Unless otherwise directed by the Client in writing, the Service Provider shall continue performing as much of its obligations as reasonably practical, and undertake reasonable alternative means of performance not prevented by the *Force Majeure*.

## **22. CONTRACT AMENDMENT**

- 22.1. The Client and the Service Provider shall not vary or modify the terms of the Contract except by prior written amendment duly signed by the Parties.
  - 22.2. The Service Provider shall submit to the Client, a written proposal to amend and/or modify the Contract. Proposals to amend may include, but not be limited to, changes in the kind of Goods, payment terms or completion schedule. The proposed amendment and/or modification shall not take effect until endorsed
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by the Principal Director, OAS and approved by the appropriate approving authority.

## **23. TERMINATION FOR DEFAULT**

23.1. the Client shall terminate the Contract for default when:

- (a) The Service Provider fails and/or Delays to deliver the Goods and Related Services on the Delivery Date or Dates or within the extended warranty periods that the Client would grant under Paragraph 19 above;
- (b) the undelivered Goods and Related Services amount to at least ten percent (10%) of the Contract Price;
- (c) The Service Provider fails to continue delivering the Goods and Related Services amounting to at least ten percent (10%) of the Contract Price within sixty (60) calendar days from receipt of written notice from the Client informing the Service Provider that the *Force Majeure* had ceased; or
- (d) The Service Provider fails to perform any other obligation under the Contract.

23.2. When the Client terminates the Contract in whole or in part, the Client may procure similar Goods and Related Services, and the Service Provider shall be liable for any excess costs that the Client may incur as a result. The Service Provider shall continue performing its obligations provided under parts of the Contract that remain effective.

## **24. TERMINATION FOR INSOLVENCY AND CHANGE OF CONTROL**

24.1. The Client may terminate the Contract when:

- (a) the Service Provider undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent.
- (b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within fifteen [15] days; or,

24.2. Termination for insolvency shall not entitle the Service Provider to compensation other than for Goods and Related Services already delivered; it shall be without prejudice to any right of action or remedy that has accrued or will accrue thereafter to the Client and/or the Service Provider.

24.3. If a significant change in the ownership and/or control of the Service Provider threatens to disrupt or adversely affect delivery of the Goods, the Client may terminate the Contract for change of control when:

- (a) The Service Provider merges with, acquires, or transfers all or substantially all its assets to another entity;
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- (b) any person or entity acquires directly or indirectly the beneficial ownership of the Service Provider and, consequently, the power to elect a majority of the board of directors of the Service Provider;
  - (c) any person or entity otherwise acquires directly or indirectly the power to control the policy making decisions of the Service Provider; or
  - (d) where applicable, the Service Provider dies or otherwise loses legal capacity to contract.

## **25. TERMINATION FOR UNLAWFUL ACTS**

25.1. The Client may terminate the Contract if the Client determines that the Service Provider has committed unlawful acts during the procurement of the Goods and Related Services or implementation of the Contract. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, or coercive practices defined in Paragraph 6 above;
- (b) Forging or using forged documents;
- (c) Using adulterated materials, means or methods; or using production methods contrary to the rules of science or the trade;
- (d) Any of the offenses enumerated in Subparagraph 13.6 above; or
- (e) Other acts analogous to the foregoing.

## **26. TERMINATION FOR OTHER CAUSES**

26.1. The Client may terminate the Contract, in whole or in part, at any time and for other causes, as the Client deems fit. These causes include, but are not limited to, the existence of conditions that make delivery of the Goods and Related Services economically, financially or technically impractical and/or unnecessary; unexpected, extraordinary circumstances that do not constitute fortuitous event(s); or changes in the law and national government policies that apply to the Service Provider.

26.2. The Goods and Related Services that were already delivered and/or otherwise ready for delivery within thirty (30) calendar days after the Service Provider's receipt of Notice to Terminate shall be accepted by the Client under the terms and for the price/s provided in the Contract. For Goods and Related Services not yet delivered and/or ready for delivery, the Client may elect to:

- (a) have any portion delivered and/or performed and paid at the existing contract terms and prices; and/or
  - (b) cancel the remainder and pay the Service Provider an agreed amount to cover partial performance and materials, parts or other necessary expenses already incurred by the Service Provider.
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- 26.3. As a result of termination under this Paragraph, the Service Provider shall be allowed to recover, on a *quantum meruit* basis and as the Client and the Service Provider may agree, partial loss/es including, but not limited to, the cost of raw materials for the Goods and Related Services that cannot be sold in the open market. However, the CONTACTOR must first establish the fact of loss to the satisfaction of the the Client.

## **27. PROCEDURES FOR TERMINATION**

- 27.1. The Client, on its own or, within seven [7] days upon receipt of a written report from the Head of the User Unit alleging acts or causes that may constitute ground(s) for termination, shall verify the existence of ground(s) for termination.
- 27.2. The Service Provider shall submit to the the Client a Verified Report with supporting documents or evidence and a corresponding recommendation to commence termination. Upon approval of the the Client shall send to the Service Provider a copy of the Verified Report and a written notice stating:
- (a) that the Contract is being terminated for the ground(s) mentioned above, with summary statement of the acts/omissions that constitute the ground(s) for terminating;
  - (b) the extent of termination, whether in whole or in part;
  - (c) that the Service Provider must show cause why the Contract should not be terminated; and
  - (d) special instructions of the Client, if there are any.
- 27.3. Within seven (7) calendar days from receipt of the notice, the Service Provider shall submit to The Client an answer stating why the Contract should not be terminated. If the Service Provider fails to answer, or the Client, in consultation with the user Unit, deems the answer unacceptable, the Client shall recommend termination to the Client.
- 27.4. the Client may, at any time before receipt of the Service Provider's answer, decide to withdraw the Notice to Terminate if the Client determines that the Service Provider had already completed delivery of the Goods and Related Services before receiving the Notice.
- 27.5. After evaluating the Service Provider's answer and the Verified Report, the Client shall endorse termination, as appropriate, to the Contract's approving Authority. Within a non-extendable period of ten (10) calendar days from receipt of the endorsement, the approving authority of the Contract shall decide to terminate the Contract or not. the Client shall serve a written notice to the Service Provider of the decision and, unless otherwise provided in the notice, the Contract shall be deemed terminated immediately upon the Service Provider's receipt of the notice.
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- 27.6. The Client, may create a Contract Termination Review Committee (CTRC) to assist in evaluating cases for termination. Decisions recommended by the CTRC shall be subject to the approval of the applicable approving authority.

## **28. TRANSITION**

- 28.1. After the Contract period or when the Contract is pre-terminated for any of the causes provided above, the Service Provider shall participate in ensuring the smooth, well-organized and seamless transition to a new Supplier. the Client and the Service Provider agree to be bound by the following conditions:
- (a) The Service Provider shall submit a business continuation or transition plan, which the Client must first approve before implementation.
  - (b) The Service Provider shall deliver the Goods until termination date without further delay or according to a schedule agreed with the Client and the User Unit. The Service Provider shall deploy an adequate staff complement of the appropriate level or seniority to ensure efficient delivery of the Goods, including but not limited to, turn-over to the succeeding Service Provider.
  - (c) The Service Provider shall account for all equipment, facility or property of the Client, including documents and information in whatever format that the Service Provider possesses or otherwise uses in delivering the Goods.
  - (d) The Service Provider agrees to transfer or turn-over the technology, knowledge or information required to allow continuation of the function and deploy the required personnel for this purpose at costs chargeable to the new Service Provider.
- 28.2. The Client and the Service Provider shall agree on other conditions necessary to ensure smooth transition of the business and uninterrupted delivery of the Goods.

## **29. TRANSFER AND SUBCONTRATING**

- 29.1. The Service Provider shall not assign or transfer the Contract or specific rights or obligations under it without the Client's prior written consent.
- 29.2. When allowed by the nature of the Goods and Related Services or not prohibited in the SCC, and subject to the conditions under applicable labor legislations and provided in the SCC, the Service Provider may engage a Sub-Supplier or a Consultant to deliver the Goods and Related Services. The relevant provisions of the Contract shall apply to the Sub-Supplier, Consultant or their respective employees, as if they were employees of the Service Provider. However, the Service Provider shall be solely liable to the Client for the Goods and Related Services delivered by the Sub-Supplier or Consultant.
- 29.3. The Client may require the Service Provider to submit copies of such sub-contracting and/or consultancy agreements.
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### **30. WAIVER**

- 30.1. The failure or Delay of either Party to insist upon strict performance of any provision of, or exercise any right or remedy under the Contract shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Contract.
- 30.2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing according to this Paragraph.
- 30.3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

### **31. ENTIRETY AND SEPARABILITY**

- 31.1. The Contract supersedes all prior written or verbal agreement between the Client and the Service Provider and contains the reciprocal obligations of the parties pertaining to or arising out of the delivery of the Goods. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.
- 31.2. Should any Paragraph, Subparagraph or part of the Contract be held by a competent court or tribunal to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Contract or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

### **32. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 32.1. The Client and the Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party to the Contract, any of its provisions, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Service Provider may furnish to its Personnel and/or SubSupplier such documents, data, and other information it receives from the Client to the extent required for the Personnel and/or SubSupplier to perform its work under the Contract, in which event the Service Provider shall obtain from such Personnel and/or SubSupplier an undertaking of confidentiality similar to that imposed on the Service Provider under GCC Paragraph 32.
  - 32.2. The Client shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Client for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
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- 32.3. The obligation of a party under GCC Subparagraphs 32.1 and 32.2 above, however, shall not apply to information that:
- (a) now or hereafter enters the public domain through no fault of that party;
  - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 32.4. The above provision of GCC Paragraph 32 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 32.5. The Service Provider shall not make any press announcement; publicize the Contract or any part thereof; or use the Client's name in publicity releases or advertisements during and after the term of the Contract, except with the Client's written consent and subject to the conditions provided in the SCC.
- 32.6. The Contract and Contract Documents are properties of the Client. All copies shall be returned to the Client upon completion of the Service Provider's obligations and termination of the Contract.
- 32.7. The Service Provider shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and Related Services supplied and all payments made under the Contract. The Service Provider shall extend to the Client or its representatives access to those records that the Client may request in connection with the Contract.
- 32.8. The provisions of GCC Paragraph 32 shall survive completion or termination, for whatever reason, of the Contract

### **33. SETTLEMENT OF DISPUTES**

- 33.1. The Client and the Service Provider shall exert efforts to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Contract within thirty [30] days of either Party's notice of the dispute to the other. During this period, the User Unit, in consultation with the Client, and the Service Provider's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating it to the Principal Director, OAS and their respective counterpart/s.
- 33.2. After the initial thirty [30] day-period, the Parties shall consider referring unresolved disputes to mediation, unless the Client considers the dispute not suitable for mediation or the Service Provider does not consent. The Parties shall appoint a neutral mediator from a reputable association of accredited mediators or their own short-list of dispute resolution professionals. The mediator shall formulate a simplified procedure for mediation and complete the mediation
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within fifteen [15] days from his appointment.

- 33.3. Should efforts to resolve disputes under the preceding Subparagraphs fail, either party shall commence arbitration by sending notice to the other party stating in detail the issue to be resolved and that the dispute shall be referred to arbitration. The International Chamber of Commerce's [ICC] Rules of Arbitration in force upon commencement of arbitration shall apply. The arbitration shall be in English; it shall take place in Manila and be governed by Philippine law. Each party shall pay its own costs.
- 33.4. Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under the Contract or otherwise adopt provisional measures to ensure uninterrupted delivery of the Goods.

#### **34. COUNTERPART**

- 34.1. This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

#### **35. Payment Obligation**

- 35.1 In consideration of the Services performed by the Service Provider under this Contract, the Client shall pay the Service Provider for the deliverables specified in **Appendix A** and in the manner as is provided by GCC F below.

### **PAYMENTS TO THE SERVICE PROVIDER**

- 36. Contract Price**
- 36.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 36.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 37. Mode of Billing & Payment**
- 37.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 37.2 The payments under this Contract shall be made in Lump Sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 37.2.1 **Advance payment.** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment Client guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the Lump Sum installments specified in the **SCC** until the advance payments have been fully set off.
- 37.2.2 **Lump Sum installment payments.** The Client shall pay the Service Provider within 60 days after the receipt by the Client of the deliverable(s) and the cover invoice for the related Lump Sum

installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Service Provider within the same 60-day period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

- 38. Taxes and Duties**
- 38.1 The Service Provider, Sub-Service Providers, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes and other local taxes which are not included in the Service Provider's Financial proposal in accordance with ITC 25, which are itemized and finalized at Contract negotiations are reimbursed to the Service Provider or are paid by the Client on behalf of the Service Provider.

## **FAIRNESS AND GOOD FAITH**

- 39. Good Faith**
- 39.1 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.

## **SETTLEMENT OF DISPUTES**

- 40. Amicable Settlement**
- 40.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 40.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 41 shall apply.
- 41. Dispute Resolution**
- 41.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the **SCC**.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is conflict, the provisions herein shall prevail over those in GCC.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The Contract name is: <b>Maintenance &amp; Repair Services of X-Ray Based Gantry Scanners at Port Karachi (East &amp; West Wharves) and at Port M.B. Qasim.</b>
1.1(ee)	The Service Provider is _____.
3.1	<p>The Governing Law is:</p> <p><b>Public Procurement Rules, 2004; The Contract Act, 1872. Arbitration Act 1978</b></p> <p><b><u>Sanctions Lists barring the blacklisted bidders are:</u></b></p> <p><b><u>PPRA's Sanctions List</u></b>  <a href="https://www.ppra.org.pk/">https://www.ppra.org.pk/</a></p> <p><b><u>Donors' Sanction List</u></b>  A published list of debarred firms and individuals is available at donors' external website:  <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a>  <a href="https://www.adb.org/site/Integrity/sanctions">https://www.adb.org/site/Integrity/sanctions</a>  <a href="https://www.gov.uk/search/all?keywords=debarred+firms&amp;order=relevance">https://www.gov.uk/search/all?keywords=debarred+firms&amp;order=relevance</a></p>
3.2	The language is <b>English</b> .
4.2	<p>The addresses are:</p> <p><b>Directorate of Transit Trade (HQ), 2<sup>nd</sup> Floor, Old Custom House, Edulji Dinshaw Road, Karachi</b></p> <p>Attention: <u>The Director</u></p> <p>Telephone: <u>+92(21)99210355</u></p> <p>Email: <u>director.transittradeHQ@fbr.gov.pk</u></p> <p><b>Service Provider</b> _____</p> <p>Attention: _____</p> <p>Telephone: _____</p>

	Email: _____
<b>5.1</b>	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Directorate of Transit Trade (HQ), Custom House, Karachi</u></p> <p>For the <b>Service Provider</b>:</p> <p>written notice on the other. The designation shall take effect immediately upon receipt of the Notice.</p>
<b>7.1</b>	<p>Has the Service Provider signed the Integrity Pact?</p> <p>Yes ____ No _____</p>

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.1	<p>The Service Provider shall render the following services:</p> <p>(See Work Performance Statement, Maintenance Plan and Spares Product Specifications.</p>
8.2	Similar to SCC 8.1.
9.1	<p>the Client shall pay the Service Provider the total sum in PKR _____ &amp; USD _____ in accordance with the Financial Bid Form for Services as per <b>L1/IL2/L3 Service Maintenance Levels</b> and Schedule of Rates.</p> <p>(See Appendix 11: Financial Bid Form; Appendix 12: Schedule of Rates)</p>
9.2	<p>Payment for services shall be made within _____ calendar days from the date of the Client's acceptance of services and receipt of covering invoice in a form satisfactory to the Client.</p> <p>Payment for service (Preventive &amp; Corrective Maintenance) will be made on a yearly basis upon receipt of covering invoice in a form satisfactory to the Client.</p>
9.3	The Contract Price indicated in the Schedule of Rates ( <i>Appendix 12</i> ) are <b>fixed</b> .
10.1	<p>The Contract Period is on annual basis for <b>three years</b>.</p> <p><b>The Starting Date for the commencement of Services is 13<sup>th</sup> March, 2023.</b></p> <p><b>The Intended Completion Date is 12<sup>th</sup> March 2026 or three years from Signing of contract by the Client.</b></p>
12.1	The Performance Security is <u><b>10% of the total Contract price.</b></u>
12.2	The Performance Security shall be in the form of a <b>Bank Guarantee verified from a scheduled bank.</b>
12.3	The Performance Security shall be submitted <b>within 15 calendar days</b> from the date of receipt of Letter of Acceptance of Bid or as agreed by the Client and Service Provider.
12.4	The Client shall discharge the Performance Security <b>30 days</b> after the completion date of the Contract.
12.6	<p>The Comprehensive General Liability Insurance is in the amount of <b>PKR: 2.5 million</b></p> <p><b><u>Insurance Coverage</u></b></p> <p>The insurance coverage against the risks shall be as follows:</p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) professional liability insurance, with a minimum coverage of <b>5% in PKR</b></p>



	<p>should be not less than the total ceiling amount of the Contract;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <b>PKR 500,000</b></p> <p>(d) employer's liability and workers' compensation insurance @ <b>PKR 500,000</b> of the Experts and Sub-Service Providers in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident travel. or other insurance as may be appropriate; and</p> <p>(e) insurance @<b>100% of the equipment amount</b> against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.</p>
<b>12.8</b>	The Performance Security (and other indemnities as may be applicable) shall continue after expiration of the Contract Period or Termination of the Contract for a period of <b>30 days</b> .
<b>13.1</b>	Alternative measures applicable subject to GCC clause 13.1: <b>None</b>

<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>13.2</b>	the Client shall provide the following machines and/or equipment: <b>None</b>
	The Service Provider shall ensure that all personnel assigned to work in the Client premises and sites shall be at all times free from any communicable disease and physically fit for work. Service Provider's personnel should be certified physically and mentally fit by a reputable medical facility.
<b>14.1</b>	The Service Provider shall provide maintenance and repair services according to the Standards set forth in the <b>Work Performance Statement</b> and <b>Annex-1: Service Level Agreement (SLA)</b> .
<b>14.2</b>	Not Required.
<b>14.3</b>	Service Provider must provide certification conforming to International Standards on the Human Exposure to Electromagnetic Fields for equipment supplied in addition to <b>Appendix 10: Supplier's EHS Questionnaire</b> .
<b>15.1</b>	the Client shall conduct testing of the installed equipment for maintenance service prior to acceptance.
<b>16.1</b>	The Service Provider shall achieve a high level of performance as specified in the <b>Service Level Agreement (Annex-1)</b> .
<b>17.1</b>	The conditions for payment are: In support of invoices, the Service Provider shall submit the deliverables specified in the <b>Work Performance Statement</b> and as deemed acceptable by the Client.
<b>17.8</b>	The Service Provider warrants for a period of <b>three (03) years</b> that the maintenance services rendered including the Spare Parts, if there are

	any, are free from defect. Thereafter, the Service Provider shall maintain the equipment by providing preventive maintenance and repairs whenever necessary for a period of <b>three (3) years</b> . For purposes of this warranty, the Service Provider shall submit a Performance Security equivalent to 10% of the Total Contract price.
<b>18.1</b>	Other conditions of payment: See clause 9.2.
<b>29.2</b>	Conditions of sub-contracting: Not applicable.
<b>32.3</b>	Conditions for making announcements: Prior consent of the Client.
<b>35.1</b>	<p>The payment schedule:</p> <p><b>Following are the payment terms for Level 1 &amp; 2:</b></p> <ul style="list-style-type: none"> <li>(a) <b>20%</b> of annual contract value on contract commencement</li> <li>(b) <b>40%</b> of annual contract value will be paid by customer in the second month after the commencement of the contract and</li> <li>(c) <b>Remaining amount (40%)</b> of annual contract value will be paid by customer after six months of the payment of first 40% amount.</li> </ul> <p><b>Following are the payment terms for Level 3:</b></p> <ul style="list-style-type: none"> <li>a) <b>20%</b> of annual contract value on contract commencement</li> <li>b) <b>40%</b> of annual contract value on completion of 1<sup>st</sup> visit of yearly preventive maintenance</li> <li>c) <b>Remaining 40%</b> of annual contract value on completion of 2<sup>nd</sup> half yearly preventive maintenance.</li> </ul>
<b>36.1</b>	<p><b><u>Contract Price</u></b></p> <p>The Contract price for <b>Level1, Level2</b> and <b>Level3</b> is:</p> <p>L1: _____</p> <p>L2: _____</p> <p>L3: _____</p> <p>_____ All amounts are inclusive of local indirect taxes and other local taxes which are included in the Service Provider's Financial proposal but indicated separately so that the said taxes may not be considered for evaluation purpose.</p> <p>Any indirect local taxes and other local taxes charged at the import stage for <b>equipment spares</b> which are not included in the Service Provider's Financial proposal in accordance with ITC 25 chargeable in respect of this Contract for the Services provided by the Service Provider shall be paid or reimbursed by the Client to the Service Provider.</p>
<b>37.2.1</b>	<b><u>Advance Payment:</u> Not Applicable</b>
<b>38.1</b>	<b><u>Taxes and Duties</u></b>

	<p>The Service Provider shall pay any local indirect taxes and other local taxes, duties, fees, levies, and other impositions imposed, under the applicable law in the Client's country, on the Service Provider, the Sub-Service Providers, and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Service Provider, Sub-Service Providers and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials, spares for repair and replacement and supplies brought into the Client's country by the Service Provider or Sub-Service Providers for the purpose of carrying out the maintenance &amp; repair Services and which, after having been brought into such territories, will be subsequently withdrawn by them; The Client reimburses the import duties and taxes to the Service Providers for such equipment and spares.</li> <li>(c) any equipment imported for the purpose of carrying out the maintenance &amp; repair Services and paid for out of funds provided by the Client and which is treated as property of the Client; The Client reimburses the import duties and taxes to the Service Providers for such equipment and spares.</li> <li>(d) any property brought into the Client's country by the Service Provider, any Sub-Service Providers or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>i) the Service Provider, Sub-Service Providers and experts shall follow the usual Customs procedures of the Client's country in importing property into the Client's country; and</li> </ul> </li> </ul> <p>if the Service Provider, Sub-Service Providers or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Service Provider, Sub-Service Providers or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
41	<p><b><u>Dispute Resolutions</u></b></p> <p>[Note: In contracts with foreign Service Providers, the Client requires that the international commercial arbitration in a neutral venue is used.]</p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <b>Selection of Arbitrators.</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ul style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings,</li> </ul> </li> </ol>

	<p>either Party may apply to <b>Pakistan Engineering Council, Islamabad</b> for a list of not fewer than 5 nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within 60 days of the date of the list, <i>[insert the name of the same professional body]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within 30 days after second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <b>Pakistan Engineering Council, Islamabad</b> (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within 30 days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <b>Rules of Procedure.</b> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of <b>Pakistan Arbitration Act, 1940</b> as in force on the date of this Contract.</p> <p>3. <b>Substitute Arbitrators.</b> If for any reason an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <b>Nationality and Qualifications of Arbitrators.</b> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be from <b>Pakistan</b>.</p> <p>5. <b>Miscellaneous. In any arbitration proceeding hereunder:</b></p> <p>(a) proceedings shall be held in <b>Pakistan</b></p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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## **FORMS OF CONTRACT**

## Contract Agreement

### LUMP SUM

*Text in brackets and/or italics is optional; all notes should be deleted in the final contract*

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient or Beneficiary]* (hereinafter called the "Client") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

**[Note:** *If the Service Provider consists of more than one entity, the above should be partially amended to read as follows: "(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Service Provider's obligations under this Contract: [name of member] and [name of member] (hereinafter called the "Service Provider").]*

### WHEREAS

- (a) the Client has requested the Service Provider to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received financing from the GOP: toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Client will be made only at the request of the Client and upon approval by the Client; (ii) these payments will be subject, in all respects, to the terms and conditions of the *[loan or grant or financing]* agreement, including prohibitions of withdrawal from the *[loan or grant or financing]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Client, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan or grant or financing]* agreement or have any claim to the *[loan or grant or financing]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;
  - (c) Work Performance Statement (**WPS**)  
**Annex-1:** Service Level Agreement (SLA);

### **Technical Bid Forms:**

**Appendix 2.1:** Bidder's Information Sheet\*;

**Appendix 2.2:** Joint Venture Data\*\*;

**Appendix 3:** Technical Bid Form;

**Appendix 4:** Technical Expertise;

**Appendix 5:** Maintenance Plan;  
**Appendix 6:** Spare Parts Availability;  
**Appendix 7:** Manufacturer's Authorization;  
**Appendix 8:** Certificate of Inspection;  
**Appendix 9:** Bid Securing Declaration;  
**Appendix 10:** Environment, Health & Safety (EHS) Questionnaire;

**Financial Bid Forms:**

**Appendix 11:** Financial Bid Form;  
**Appendix 12:** Schedule of Rates;  
1) Cost of Maintenance & Repair  
2) List of Spare Parts & Price  
3) Cost Schedule for Level-1/Level-2 & Level-3 Maintenance;

**Contract Forms:**

**Appendix 6.2:** Letter of Acceptance of Bid;  
**Appendix 6.3:** Bid Security Form (Bank Guarantee);  
**Appendix 6.4:** Performance Security Form;  
**Appendix 6.5:** Non-Disclosure Agreement (By the Client & by the Firm);  
**Appendix 6.6:** Integrity Pact.

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Financial Bid Forms, Technical Bid Forms and Contract forms (appendices 6.2 to 6.6). Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of *[Name of Client]*

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*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Service Provider or Name of a Joint Venture]*

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*[Authorized Representative of the Service Provider – name and signature]*

**[Note:** For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Service Provider *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

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*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



**Letter of Acceptance of Bid**

**Note: The Letter of Acceptance of Bid will be given only to the successful bidder in case of Contract award. For reference only.**

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Sirs:

Subject: **LETTER OF ACCEPTANCE OF BID  
SUPPLY, INSTALLATION AND PREVENTIVE MAINTENANCE SERVICES OF  
SECURITY SCREENING EQUIPMENT**  
— Contract No.

With reference to the execution of the above supply of Goods and provision of Services, this is to inform you that the Asian Development Bank (hereinafter referred to as the Client) hereby accepts your bid as contained in your Bid Form dated \_\_\_\_\_ in accordance with the terms, provisions and stipulations contained in the documents collectively referred to as the "Bid Documents".

The commencement date of this Contract shall be on 13<sup>th</sup> March, 2023. A Performance Security in the amount of (10% of the Total Contract price) issued by a recognized bank shall be deposited with the Client in the form as attached. A pre-mobilization meeting will be scheduled by the Client, before the commencement date of this Contract.

Two sets of Contract Documents are attached for your signature.

Very truly yours,

**Director Transit Trade (HQ)**  
Karachi

\_\_\_\_\_

**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and  
figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

		_____ Guarantor (Bank)
Witness:	1.	Signature _____
1. _____ _____	2.	Name
_____	3.	Title
_____ Corporate Secretary (Seal)		
2. _____ _____		
_____ (Name, Title & Address)		Corporate Guarantor (Seal)

**PERFORMANCE SECURITY FORM**

Note: **The Performance Security Form** will be submitted only by the successful bidder in case of Contract award. For reference only.

(from Supplier's Bank)

To:

**Director Transit Trade (HQ)**

Karachi

Dear Sir:

WHEREAS \_\_\_\_\_ (hereinafter called the "Supplier") and the Asian Development Bank have entered into, or will enter into a contract (Contract No. the Client/OAS- \_\_\_\_\_) for the **MAINTENANCE & SERVICES OF GANTRY SCANNERS** (hereinafter called the "Contract");

WHEREAS the Contract provides that the Supplier shall furnish you with a Performance Security/Bank Guarantee by a recognized bank for the sum specified therein as security for fulfillment by the Supplier of its obligations under and in accordance with the Contract;

WHEREAS we have agreed to issue such a Performance Security/Bank Guarantee in your favor;

NOW THEREFORE we, [bank's name], hereby irrevocably and absolutely affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total amount of (10% of the Total Contract Price), which we undertake to pay to you, upon your first written demand, without your having to assign any reason for such demand, and irrespective of whether or not there is any dispute between the Supplier and you in respect of any other matter and irrespective of whether or not such dispute, if any, has been settled, resolved, litigated or adjudicated.

This Security/Guarantee is effective from \_\_\_\_\_ to 30 days after the expiration date of the Contract *(as stated in accordance with Art. III of the Contract)*. This Security/Guarantee cannot be canceled without your express written approval.

The giving of time to the Supplier, or the neglect or forbearance by you in requiring or enforcing payment of the sum of (10% of the Total Contract Price) or other indulgence whether in relation to the Contract or otherwise, shall not, in any way, prejudice, affect, derogate, release or absolve us from our liability under this Security/Guarantee;

No change in organization or constitutional documents or in that of Asian Development Bank or the Supplier shall affect or impair our absolute liability herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature and Seal of the Guarantor  
Name of Bank  
Address

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**NON-DISCLOSURE AGREEMENT (Company)****Director Transit Trade (HQ)**

Karachi

Dear Sir:

\_\_\_\_\_ (“the Supplier”) engaged to provide \_\_\_\_\_, under Contract No. the Client, to which its employees may be given access, receives or generates, directly or indirectly, during the performance of the Contract may be considered “Confidential Information”.

The Supplier and all its employees warrant covenant and agree as follows:

- 1) Not to copy or reproduce, or permit the copying or reproduction in any form of any Confidential Information other than for the sole use in connection with the Contract, except with prior written approval of the Client;
- 2) Not to use, nor provide, nor disclose, not permit the use, provision, disclosure orally, electronically or otherwise, either directly or indirectly of any Confidential Information nor any copy, summary or extract thereof to any third party, other than to the relevant the Client staff concerned with the Contract, except with prior written approval of the Client;
- 3) Upon termination for any reason of the Contract, the Supplier shall promptly (and in any case within seven (7) calendar days after written request from the Client) return to the Client all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligation not to disclose or communicate any Confidential Information shall continue for a period of two (2) years after such termination.

The term “Confidential Information” shall include, but is not limited to, data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of the Client, or any other information regarding the management and method of operation of the Client.

the Client may elect at any time to terminate or restrict Supplier's or any/all of its employee's access to the Confidential Information.

Name of Authorized Supplier Signatory:

\_\_\_\_\_  
\_ (Please sign over printed name)\_\_\_\_\_  
Date Signed

## NON-DISCLOSURE AGREEMENT *(Supplier's Personnel)*

**The Director Transit Trade (HQ)**

Karachi

Through:           Manager, *[Supplier's Name]*

Dear Sir:

I the undersigned, \_\_\_\_\_, an employee of \_\_\_\_\_ ("the Supplier") assigned to carry out work in the Client premises, in connection with Contract No. \_\_\_\_\_ the Client, understand that data and information to which I may be given access, receive or generate, directly or indirectly, during the performance of my duties may be considered "Confidential Information", as defined below.

I warrant, covenant and agree as follows:

- 1) Not to copy or reproduce, or permit the copying or reproduction in any form of any Confidential Information other than for the sole use in connection with the Contract, except with prior written approval of the Client
- 2) Not to use, nor provide, nor disclose, not permit the use, provision, disclosure orally, electronically or otherwise, either directly or indirectly of any Confidential Information, nor any copy, summary or extract thereof to any third party, other than to the relevant the Client staff concerned with the Contract, except with prior written approval of the Client;
- 3) Upon termination for any reason of my involvement in the Contract, I shall promptly (and in any case within seven (7) calendar days after written request from the Client) return to the Client all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligation not to disclose or communicate any Confidential Information shall continue for a period of two (2) years after such termination.

The term "Confidential Information" shall include, but is not limited to, data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of the Client, or any other information regarding the management and method of operation of the Client.

the Client may elect at any time to terminate or restrict my access to the Confidential Information.

Name of Supplier's Employee:

\_\_\_\_\_  
(Please sign over printed name)

\_\_\_\_\_  
Date Signed

Signed in the Presence of:

Name of Authorized Supplier Signatory:

\_\_\_\_\_  
(Please sign over printed name)

\_\_\_\_\_  
Date Signed

**(INTEGRITY PACT)**

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

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

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

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

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

