

BIDDING DOCUMENT

Procurement of Laboratory Equipment for Customs Laboratories

Country:	Pakistan			
Project Name:	Central Asia Regional Economic Cooperation – Regional Improving Borders Services (CAREC-RIBS) Project			
Implementing Agency:	Office of the Project Director (ITTMS), Federal Board of Revenue			
Loan No:	3344-PAK/3345-Pak (SF)			
Project ID No.:	46378-002	Procurement Activity No.:	BSI/Goods/05	
Activity No.:	PMU-ITTMS(NCB)/CL-2026			
IFB No:	IFB/CL-2025			
Procurement Method:	Open Competitive Bidding (OCB) – National			
Bidding Procedure:	Single Stage-One Envelope (1S1E)			
Bids' Submission & Opening	Date:	6 th March 2026	Time:	1100 PST



Project Management Unit

CAREC-RIBS Project
Office of the Project Director (ITTMS)
Federal Board of Revenue
Government of Pakistan

Abbreviations

ADB	Asian Development Bank
BDF	Bidding Forms
BDS	Bid Data Sheet
COF	Contract Forms
CON	Historical Contract Nonperformance
DCS	Delivery and Completion Schedule
ELC	Eligible Countries
ELI	Eligibility Form
EQC	Evaluation and Qualification Criteria
EXP	Experience Form
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
ITB	Instructions to Bidders
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance
OCB	Open Competitive Bidding
SBD	Standard Bidding Document
SCC	Special Conditions of Contract

Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders	1-4
Section 2.	Bid Data Sheet	2-25
Section 3.	Evaluation and Qualification Criteria	3-30
Section 4.	Bidding Forms	4-37
Section 5.	Eligible Countries.....	5-59

PART II – Supply Requirements

Section 6.	Schedule of Supply.....	6-60
------------	-------------------------	------

PART III – Conditions of Contract and Contract Forms

Section 7.	General Conditions of Contract	7-60
Section 8.	Special Conditions of Contract	8-77
Section 9.	Contract Forms	9-84

Section 1: Instructions to Bidders

Table of Contents

A.	General	6
1.	Scope of Bid.....	6
2.	Source of Funds.....	6
3.	Fraud and Corruption.....	6
4.	Eligible Bidders.....	8
5.	Eligible Goods and Related Services.....	9
B.	Contents of Bidding Document	10
6.	Sections of the Bidding Document.....	10
7.	Clarification of Bidding Document.....	10
8.	Amendment of Bidding Document.....	10
C.	Preparation of Bids	11
9.	Cost of Bidding.....	11
10.	Language of Bid.....	11
11.	Documents Comprising the Bid.....	11
12.	Bid Submission Sheet and Price Schedules.....	11
13.	Alternative Bids.....	11
14.	Bid Prices and Discounts.....	12
23.	Currencies of Bid.....	13
24.	Documents Establishing the Eligibility of the Bidder.....	13
25.	Documents Establishing the Eligibility of the Goods and Related Services.....	14
26.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document.....	14
27.	Documents Establishing the Qualifications of the Bidder.....	14
28.	Period of Validity of Bids.....	14
29.	Bid Security/ Bid-Securing Declaration.....	15
22.	Format and Signing of Bid.....	16
D.	Submission and Opening of Bids	16
23.	Sealing and Marking of Bids.....	16
24.	Deadline for Submission of Bids.....	17
25.	Late Bids.....	17

26.	Withdrawal, Substitution, and Modification of Bids	17
27.	Bid Opening	18
E.	Evaluation and Comparison of Bids	18
28.	Confidentiality	18
29.	Clarification of Bids	19
30.	Deviations, Reservations, and Omissions	19
31.	Determination of Responsiveness	19
32.	Nonmaterial Nonconformi-ties	20
33.	Correction of Arithmetical Errors	20
34.	Conversion to Single Currency	20
35.	Margin of Preference.....	21
36.	Evaluation of Bids	21
37.	Comparison of Bids.....	21
38.	Post-qualification of the Bidder.....	21
39.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	22
F.	Award of Contract	22
40.	Award Criteria	22
41.	Purchaser’s Right to Vary Quantities at Time of Award	22
42.	Notification of Award	22
43.	Signing of Contract.....	23
44.	Performance Security.....	23

A. General

1. **Scope of Bid**
 - 1.1. In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.
 - 1.2. Throughout this Bidding Document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1. The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2. Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1. ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and
 - (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) 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, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and ‘appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2. Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

4.1. A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

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

4.2. A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

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

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
 - (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.
- 4.4. A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5. Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7. Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 5. Eligible Goods and Related Services**
- 5.1. All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2. For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3. The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document**
- 6.1. The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2. The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document**
- 7.1. A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
8. **Amendment of Bidding Document**
- 8.1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. **Cost of Bidding** 9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. **Language of Bid** 10.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. **Documents Comprising the Bid** 11.1. The Bid shall comprise the following:
- a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - c) alternative Bids, if permissible, in accordance with ITB 13;
 - d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - i) any other document required in the BDS.
12. **Bid Submission Sheet and Price Schedules** 12.1. The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
13. **Alternative Bids** 13.1. Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

- 14. Bid Prices and Discounts**
- 14.1. The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 14.3. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4. The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5. The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6. Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

- (iii) the total price for the item.
 - c) for Related Services whenever such are specified in the Schedule of Supply:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8. If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1. Bid prices shall be quoted in the following currencies:
- a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.
 - b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1. To establish their eligibility in accordance with ITB 4, Bidders shall
- a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally

authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

17. **Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1. To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).
18. **Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).
- 18.2. The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
19. **Documents Establishing the Qualifications of the Bidder**
- 19.1. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2. If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3. If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
20. **Period of Validity of Bids**
- 20.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 20.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
21. **Bid Security/
Bid-Securing
Declaration**
- 21.1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2. If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3. If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- a) an unconditional bank guarantee,
 - b) an irrevocable letter of credit, or
 - c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4. Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5. If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.
- 21.6. If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7. The bid security may be forfeited or the Bid-Securing Declaration executed,

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
- b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 43;
 - (ii) furnish a performance security in accordance with ITB 44; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.

21.8. The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1. The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

22.3. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1. Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the

- original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
- b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2. The inner and outer envelopes shall
- a) bear the name and address of the Bidder;
 - b) be addressed to the Purchaser in accordance with ITB 24.1;
 - c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. Deadline for Submission of Bids**
- 24.1. Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3. No Bid may be withdrawn, substituted, or modified 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 Submission Sheet or any extension thereof.

- 27. Bid Opening**
- 27.1. The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2. First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3. All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1. Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially

- concerned with such process until information on the Contract award is communicated to all Bidders.
- 28.2. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3. Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29. **Clarification of Bids**
- 29.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 29.2. If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
30. **Deviations, Reservations, and Omissions**
- 30.1. During the evaluation of Bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31. **Determination of Responsiveness**
- 31.1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3. The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

- 31.4. If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
32. **Nonmaterial Nonconformities**
- 32.1. Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall 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.
- 32.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
33. **Correction of Arithmetical Errors**
- 33.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
34. **Conversion to Single Currency**
- 34.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. **Margin of Preference** 35.1. Unless otherwise specified in the BDS, a margin of preference shall not apply.
36. **Evaluation of Bids** 36.1. The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2. To evaluate a Bid, the Purchaser shall consider the following:
- a) the bid price as quoted in accordance with ITB 14;
 - b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.
- 36.3. The Purchaser's evaluation of a bid will exclude and not take into account,
- a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.4. If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
37. **Comparison of Bids** 37.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.
38. **Post-qualification of the Bidder** 38.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

- 38.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 38.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
39. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

40. **Award Criteria**
- 40.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. **Purchaser's Right to Vary Quantities at Time of Award**
- 41.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
42. **Notification of Award**
- 42.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 42.3. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

-
43. **Signing of Contract**
- 43.1. Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 43.2. Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
44. **Performance Security**
- 44.1. Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.
- 44.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2: Bid Data Sheet (BDS)

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: IFB/CL-2025
ITB 1.1	The Purchaser is: Office of the Project Director, CAREC-RIBS (ITTMS), FBR, Islamabad
ITB 1.1	The name of the open competitive bidding (OCB) is: National Competitive Bidding Procurement of Laboratory Instruments & Safety Equipment for Customs Laboratories The identification number of the NCB is: PMU-ITTMS(NCB)/CL-2025 The number and identification of Lots comprising this NCB is: Nil
ITB 2.1	The Borrower is: Government of Pakistan The name of the Project is: Central Asia Regional Economic Cooperation – Regional Improving Borders Services (CAREC-RIBS) Project
B. Contents of Bidding Document	
ITB 7.1	For clarification purposes only , the Purchaser's address is: Attention: Mr. Azam Dil Khan, Monitoring & Evaluation Officer, CAREC-RIBS Project (ITTMS); Street address: PMU, Kurree Road, Federal Arcade, Islamabad; Floor/Room number: 1st Floor, Federal Arcade, Kuree Road, Jinnah Avenue; City: Islamabad; ZIP code: 44000; Country: Pakistan. Telephone: +92 (51) 945 0009; Fax: +92 (51) 945 0006; E-mail: info@carec-ribs.gov.pk ; c.c. to azam.khan@carec-ribs.gov.pk Web page: www.carec-ribs.gov.pk Requests for clarification should be received to PMU no later than seven (07) days before Bid Submission's due date.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (i)	The Bidder shall submit the following documents at the time of bid submission: <ul style="list-style-type: none"> a) Registration with Income & Sales Tax Departments and proof of an Active Taxpayer of both kind of taxes, b) Product(s)/Brand(s)' Leaflets, brochures, catalogues and/or Solution Write-up w.r.t.

	<p>Solicited Technical Specifications,</p> <p>c) Audited Financial Statement for the last three (03) years including Auditor's Note and letter,</p> <p>d) Documentary evidence establishing that the bidder has successfully completed at-least three (03) contracts having nature, and complexity similar to the scope of requirements described under the Bidding Document, during last five (05) years. Documentary evidence includes copy of contract/ purchase order, certificate from client for successful completion of contract, etc. to establish their required experience, and</p> <p>e) Bidders who are not primary manufacturers should provide evidence that their products conform to the quality standards of the primary manufacturer, and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations.</p> <p>f) The firm/company must have ISO – 9001 Certification</p> <p>g) The firm/company must be registered with Drug Regulatory Authority Pakistan (DRAP)</p>
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. If the Price Schedules not presented accordingly. The bid may be considered as nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: Incoterms 2020 .
ITB 14.6(b)(i)	<p>(i) For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms:</p> <p>CIP 2020. Price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination, must also be quoted.</p> <p>(ii) In case Goods are already imported into Pakistan: Price of the Goods, including the original import value of the Goods, plus any mark-up (or rebate), plus any other related local cost, insurance, Custom Duties and other import taxes already paid or to be paid on the Goods already imported, to Place of Destination (The bidder has to provide required evidence of import and paid duties and taxes as a mandatory requirement).</p> <p>Place of Destination: The goods shall be delivered at following two locations as per the quantities indicated in Section 6 viz. Schedule of Supply, of the Bidding Document:</p> <p>(i) Border Crossing Point Terminal, Torkham and</p> <p>(ii) Border Crossing Point Terminal, Chaman</p>
ITB 14.7	The prices quoted by the Bidder shall not be adjustable . Prices not quoted for any item mentioned in the requirements will be deemed to have been considered included in the offered prices.
ITB 19.2	The Bidder is not required to submit a Manufacturer's Authorization.
ITB 19.3	The Bidder is not required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 120 days.

ITB 21.1	<p>A Bid Security will be required in the form of an unconditional bank guarantee included in Section 4 Bidding Forms.</p> <p>The amount of Bid Security shall be Pak. Rs. 3,010,000.00 and bid security shall be in favour of Office of the Project Director, CAREC-RIBS (ITTMS) FBR, Islamabad:</p> <p>Bid security validity should be at least 148 days from the date of bid opening.</p> <p>No personal cheques will be acceptable at any cost. Also, the previous bid security will not be considered or carried forward.</p> <p>Bid-Security Declaration and Insurance Guarantees shall not be acceptable.</p>
ITB 21.2	The ineligibility period will be: Not applicable.
ITB 21.4	No further instruction.
ITB 22.1	In addition to the original Bid, the number of copies is: Two along with soft copy on USB .
ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>A Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/partnership firm, necessary affidavit should be provided. Otherwise, the Bid may be rejected.</p> <p>If the Bidder is an intended or existing Joint Venture, such authorization be signed by all parties and specify the authority of the named representative to sign the Bid on behalf of, and legally bind, the intended or existing Joint Venture.</p> <p>If the Joint Venture has not yet been formed, also include written evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 16.1.</p>
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 days .
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1(b)	Procedures for submitting the bid electronically shall be: Not Applicable.
ITB 23.2(c)	The additional identification marks are: All pages of Bid should be duly signed by the authorized representative and stamped.
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Mr. Azam Dil Khan, Monitoring & Evaluation Officer, CAREC-RIBS Project (ITTMS);</p> <p>Street address: PMU, Kurree Road, Federal Arcade, Islamabad;</p> <p>Floor/Room number: 1st Floor, Federal Arcade, Kuree Raod, Jinnah Avenue;</p> <p>City: Islamabad;</p>

	ZIP code: 44000 ; Country: Pakistan .
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 6th March 2026</p> <p>Time: 1100 a.m. (Pakistan Standard Time).</p> <p>A Pre-Bid Meeting will be conducted:</p> <p>Date: 9th February 2026</p> <p>Time: 1100 a.m. (Pakistan Standard Time) .</p> <p>Venue: PMU, Federal Arcade, 1st Floor, Kurree Road, Jinnah Avenue, Islamabad.</p> <p>Meeting Link for virtual participation: https://us02web.zoom.us/j/8264829113</p> <p>Password: 058862</p> <p>Maximum two (02) representatives of a bidder, will be allowed.</p>
ITB 27.1	<p>The Bid opening shall take place at:</p> <p>Street address: Kurree Road, Federal Arcade, Islamabad;</p> <p>Floor/Room number: Conference Room, 1st Floor, PMU.</p> <p>City: Islamabad</p> <p>Country: Pakistan</p> <p>Date: 6th March 2026</p> <p>Time: 1100 a.m. (Pakistan Standard Time).</p> <p>Maximum two representatives of bidder shall be allowed to attend.</p>
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Allowed
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by at least two authorized representatives of the Purchaser attending Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Pak. Rs.</p> <p>The source of exchange rate (Selling rate – Closing rate) shall be: The State Bank of Pakistan.</p> <p>The date for the exchange rate shall be two (02) working days before Technical Bid opening date.</p>
ITB 35.1	Domestic preference shall not apply.
F. Award of Contract	

ITB 41.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
-----------------	--

Section 3 - Evaluation and Qualification Criteria

Table of Contents

1. Evaluation Criteria	Error! Bookmark not defined.	-32
1.1 Technical Criteria		3-32
1.2 Margin of Preference		3-32
1.2.1 Method of Application		3-32
1.3 Economic Criteria		3-32
1.3.1 Adjustment for Scope		3-32
1.3.1.1 Local Handling and Inland Transportation		3-32
1.3.1.2 Minor Omissions or Missing Items		3-32
1.3.2 Adjustment for Deviations from the Terms of Payment		3-32
1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule		3-32
1.3.4 Operating and Maintenance Costs.....		3-32
1.3.5 Spare Parts		3-32
1.3.6 Performance and Productivity of the Goods		3-32
1.4 Multiple Lots (Contracts)		3-32
2. Qualification Criteria		3-33
Part 1. Recommended Criteria		3-33
Contract Type A. Off-the-Shelf Items		3-33
2.1 Eligibility		3-33
2.2 Experience and Technical Capacity		3-33
2.2.1 Contractual Experience		3-33
2.3 Financial Situation		3-7
2.3.1 Historical Financial Performance.....		3-33
2.3.2 Size of Operation (Average Annual Turnover)		3-33
Part 2. Specific Requirements for the Criteria		3-34
2.1 Eligibility and Pending Litigation		3-34
2.1.1 Eligibility		3-34
2.1.1.1 Nationality		3-34
2.1.1.2 Conflict of Interest.....		3-34
2.1.1.3 ADB Eligibility		3-34
2.1.1.4 Government-Owned Enterprise.....		3-34
2.1.1.5 United Nations Eligibility		3-34

2.2	Experience and Technical Capacity	3-35
2.2.1	Contractual Experience.....	3-35
2.3	Financial Situation.....	3-35
2.3.1	Historical Financial Performance	3-35
2.3.2	Size of Operation (Average Annual Turnover).....	3-35

1. Evaluation Criteria

1.1 Technical Criteria

The Purchaser will evaluate and compare Bids, pursuant to ITB 31 & ITB 32, that have been determined to be substantially responsive.

1.2 Margin of Preference Not Applicable.

1.3 Economic Criteria

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation Not Applicable.

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

“Deviations from the Terms of Payment as specified in SCC 16.1 **are not permitted.**”

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

“Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) **are not permitted.**”

3.1.4 Operation and Maintenance (O&M) Costs

Does not apply.

3.1.5 Spare Parts

Does not apply.

3.1.6 Performance and Productivity of the Goods

The method of calculation shall be the following: **Not Applicable**

1.4 Multiple Lots (Contracts)

Not Applicable.

2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

Part 1: Recommended Criteria

Contract Type: Off-the Shelf Items

2.1 Eligibility

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions imposed either by ADB or other international development institutions.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Number of contracts successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.

2.3 Financial Situation (May be used individually or in combination based on the specific scope of supply, the terms of payment, and the supplier market.)

2.3.1 Historical Financial Performance

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years.

2.3.2 Size of Operation (Average Annual Turnover) (Optional)

Average annual turnover (converted into Pak. Rs.) defined as the total payments received by the Bidder for contracts completed or under execution over the last three (3) years.

The specific requirements for each of these criteria are provided in Part 2.

Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

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

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
---	-----------------------	-----------------------	-----------------------	----------------	---

2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last five (05) years , of at-least three (03) contracts, each valued at Pak. Rs. 65,000,000/- , with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1 ^a

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

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

Minimum average annual turnover of Pak. Rs. 100,000,000/- , calculated as total payments received by the Bidder for contracts completed or under execution over the last Three (03) years.	Must meet requirement	Must meet requirement	Must meet 50% of the requirement	Must meet 100% of the requirement	Form FIN - 2
--	-----------------------	-----------------------	----------------------------------	-----------------------------------	--------------

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet	38
Price Schedule for Goods	41
to Be Offered from Outside the Purchaser's Country	41
Price Schedule for Related Services	42
to Be Offered from Outside and Within the Purchaser's Country	42
Bid Security	43
Bank Guarantee	43
Bidder's Qualification	4-53
Form ELI – 1: Bidder's Information Sheet	4-54
Form ELI - 2: Joint Venture Information Sheet	4-55
Form CON - 1: Historical Contract Nonperformance	4-56
Form EXP - 1: Contractual Experience	4-57
Form FIN - 1: Historical Financial Performance	4-58
Form FIN - 2: Size of Operation (Average Annual Turnover)	4-59

Bid Submission Sheet

- Note -

The bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____
 National Competitive Bidding (NCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (e) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* percent of the Contract Price for the due performance of the Contract.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: ³

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

² Use one of the two options as appropriate.

³ If none has been paid or is to be paid, indicate "None."

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
Total Amount								

Notes:

Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
Total Amount							

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*⁴

Beneficiary: *[insert name and address of the purchaser]*

Date: *[insert date (as day, month, and year)]*

Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words][insert amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.⁵

. *Authorized signature(s) and bank's seal (where appropriate)*

-- Note --

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or 758 as applicable.

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</p>	

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ___:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last _____ Years			
Year	Amount Currency	Exchange Rate	US \$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Section 5: Eligible Countries

“All ADB member countries as per the list obtainable from www.adb.org/about/members, except the ones sanctioned under United Nations Security Council Resolutions currently in vogue; and Debarred entities (firms and individuals) in ADB’s published Sanctioned List and on MDBs’ Cross-Debarment List.”

Section 6: Schedule of Supply

Contents

1.	Schedule of Requirements	51
2.	Technical Specifications.....	54

1. Schedule of Requirements

The delivery schedule in respect of each lot, is expressed as following, having exact timelines. The delivery period in respect of each lot, shall start from the date of signing of Contract Agreement:

A. Laboratory Instruments

Item No.	Name of Item/ Description	Quantities		Delivery Timelines
		Torkham	Chaman	
Instruments				
1.	Analytical Sartorius Scale/ Balance-Digital (four decimal, auto self calibrated)	01	01	45 Days (from the date of signing of contract agreement)
2.	Grammage Cutter	01	01	
3.	Metal Alloy Analyzer (XRF)	01	01	
4.	FTIR (PERKIN ELMER) with forensic, polymer, narcotics, and UN band list libraries	01	01	
5.	Microscope electrical, digital	01	01	
6.	Digital Hot Plate	01	01	
7.	Oven	01	01	
8.	Digital Melting Point Apparatus	01	01	
9.	Distillation Apparatus ASTM (D-86)	01	01	
10.	Digital Micro Balance	01	01	
11.	Raman Spectroscopy Tactic ID	01	01	
12.	Refractometer	01	01	
13.	Magnetic Stirrer	01	01	
14.	Digital pH Digital Moisture Analyzer	01	01	
15.	Water Box with Agitator	01	01	
16.	Oven	01	01	
17.	Light Box	01	01	
18.	Thickness Micrometer Digital	01	01	
Glassware				
1.	Burette 2.5 ml and 50 ml glass Pyrex A	05 each	05 each	
2.	Graduated pipette 10 mL, 5mL	05 each	05 each	
3.	Pipette 1 ml, 5ml, 10 ml	05 each	05 each	
4.	Conical flask 250 ml, 500 ml glass Pyrex A	20 each	20 each	
5.	Volumetric flask 100 ml, 250 ml, 500 ml, 1000 ml	05 each	05 each	

6.	Graduated cylinder 10 ml, 100 ml, 500 ml	05 each	05 each
7.	Beaker, 100 ml, 500 ml, 1000 mL	05 each	05 each
8.	RD Bottle 50, 25 mL	03 each	03 each
9.	China dish 100 cc	10	10
10.	Test tubes	200	200
11.	Petri Dish (Small, Medium, Large Sizes)	100	100
12.	Reagent Bottle, Transparent & Amber	20 each	20 each
13.	Filter paper 90 mm	5 pack	5 pack
14.	Test tube holder	05	05
15.	Tripod Stand	03	03
16.	Wire gauze, with asbestos	05	05
17.	Tongue	10	10
18.	Burner, Bunsen	02	02
19.	Crucible porcelain with lid	05	05
20.	Burette stand	02	02
21.	Test tube stands	05	05
22.	Spatula small/ medium	One dozen each	One dozen each
23.	Desiccators 300mm	02	02
24.	Filtering funnel 45mm	05	05
25.	Separating funnel 50ml, 500ml	02 each	02 each
26.	Measuring cylinder 100ml, 500ml, 1000ml	05 each	05 each
27.	Washing Bottle	02	02
28.	Glass Slides	05 Box	05 Box
29.	Distillation flask 100 ml	03	03
30.	Iron Stand for Burner	05	05
31.	Specific gravity bottle 10ml, 25ml	03 each	03 each
32.	Amber & transparent bottles for reagents	20 each	20 each

B. Safety Equipment

Item No.	Name of Item/ Description	Location		Delivery Timelines
		Torkham	Chaman	
1.	Fire Extinguisher	01	01	60 Days (from the date of signing of contract agreement)
2.	First Aid Box with Accessories	01	01	

Whereas, the delivery locations are:

Focal Person: Azam Dil Khan Border Crossing Point Terminal Address: NLC Terminal, Border Crossing Point, Torkham, KPK Phone # (O): 051-9450009	Focal Person: Azam Dil Khan Border Crossing Point Terminal Address: NLC Terminal, Border Crossing Point, Chaman, Balochistan Phone # (O): 051-9450009
---	--

2. Technical Specifications

A = Laboratory Instruments

Item No.	Name of Item	Specifications	Unit of Measurement	Estimated Quantities
Instruments				
1.	Analytical Sartorius Scale/ Balance-Digital (four decimal, auto self calibrated)	USA, UK, Europe or equivalent Pan size: diameter 90mm approx. Dimension: WxDxH: 213x356x338 mm approx. Sensitivity 0.0001g (0.1 mg) Capacity above 300 g LCD back light display Calibration: self-auto internal calibration Power supply: AC adapter (input100-240v AC,50/60HZ output 12V, 1A	No	02
2.	Grammage Cutter	USA, UK, Europe or equivalent Complete set with cutting rubber board/silicon pad and 1 spare S.S. blades Cutter Area: 100cm ² Sample diameter: 113cm Cutting depth: up to 5 mm	No	02
3.	Metal Alloy Analyzer (XRF)	USA, UK, Europe or equivalent Handy: handheld instrument Dimension (WxHxD): 8.3x 28.9 x 24.2 cm approx. High performance in built CPU with up to 2-4GB storage with data transfer mechanism Power: Li-ion rechargeable batteries. 14.4 V Li-ion battery Two spare Detector: Silicon drift detector with a high-sensitivity graphene window Display: High resolution touch-screen : 800x480 (WVGA) LCD USB connection: USB 2.0 type A host ports for accessories such as Wi-Fi, Bluetooth, and USB flash drives (1) USB 2.0 type mini-B port for connection to computer Library: Built in advance library of precious metals and products, steel and steel products, general metals and products and grades as well as enriched geochemical etc. library Results display: percent purity, grade	No	02

4.	FTIR (PERKIN ELMER) with forensic, polymer, narcotics, and UN band list libraries	<p>USA, UK, Europe or equivalent UATR diamond assembly Software and computer system: easy to use Software connected, Software, Intel core i5 system and printer accessories. Spectral range: 8000 to 300 cm⁻¹ Resolution :better than 4cm⁻¹ Wave number accuracy: better than 0.01cm⁻¹@ 200 cm⁻¹ Optics: gold coated mirror Laser: diode laser with long life time IR source: globar electronically stabilized for long life Detector: DigiTect TM detector system, high sensitivity room temperature DLATGS, zinc solenoid Scan speed: 6 velocities 1.4 -51 mm/second Spectra rate: up to 25 spectra per second@ 16 cm⁻¹ Optical resolution A/D converter: true 24-bit dynamic range for all scan velocities: Dual channel data acquisition resolution: IVU internal validation and fully automated OQ/PQ test and protocols. Photometric accuracy: better than 0.1%T Library: Equipped with forensic, petrochemical, paint, coating, food and edible, polymer, rubber, narcotics, pharmaceuticals, drugs and UN band list. Accompanied by Dehumidifier system Instrument qualification: IQ, OQ, PQ & DQ</p>	No	02
5.	Microscope electrical, digital	<p>USA, UK, Europe or equivalent Binocular observation head Eye-Piece Wide field of 16x or more Objectives: N-plain 4x, 10x, 40x & 100x Light source : X-LED with white LED Coaxial, coarse and fine focusing mechanism Double layer mechanical stage, specimen holder for two or three slides with vernier scale on the two axes. Quintuple nose pieces of ball bearings High performance resolution camera (greater than 5.0M pixel) with software LCD display & magnification</p>	No	02

6.	Digital Hot Plate	USA, UK, Europe or equivalent Temperature range : up to 300 °C Temp control accuracy: $\pm 0.5^{\circ}\text{C}$ Temp increments: 1°C Stirring speed: 0-2000rpm Stirrer and temperature display Plate material: Steel Magnetic Stirrer Plate material: Ceramic coated steel	No	02
7.	Oven	USA, UK, Europe or equivalent Interior & Exterior All Stain Less Steel Volume: 50 Liter Ventilation and control Display temperature and touch control pad Type Natural Convection Temp range ambient up 5°C to 400°C Temperature Resolution 0.1°C Accuracy: $\pm 0.5^{\circ}\text{C}$ Stainless Steel Grids Number of shelf's: 1 Power supply: AC 220V $\pm 10\%$, 50HZ	No	02
8.	Digital Melting Point Apparatus	USA, UK, Europe or equivalent Temperature range 0-400 °C Temperature resolution 0.1°C Temperature accuracy of $\pm 0.5^{\circ}\text{C}$ Power supply: AC 220V Digital Display and touch control Accompanied by melting tube 3 packs	No	02
9.	Distillation Apparatus ASTM (D-86)	USA, UK, Europe or equivalent Electric furnace/heating mantle Temperature display Temperature and rate controller Temperature range: 0-400 °C Temperature accuracy: $\pm 0.1^{\circ}\text{C}$ Body material: stainless steel Two each calibrated thermometers and graduated distillate receiving cylinders	No	02
10.	Digital Micro Balance	USA, UK, Europe or equivalent Sensitivity 0.001mg Capacity above 50 g LCD back light display Calibration: self-auto internal calibration Power supply: AC adapter (input 100-240v AC, 50/60HZ output 12V, 1A)	No	02

11.	Raman Spectroscopy Tactic ID	USA, UK, Europe or equivalent Resolution/accuracy: 8 to 10 cm ⁻¹ Handheld with probe Built in library of more than 20000 spectra in the field of inorganic and organic chemicals, explosive, narcotics, drugs, food and hazards in color and food etc. digital display, data storage/transfer options Calibration: self-auto internal calibration Rechargeable batteries spare : 2 (two)	No	02
12.	Refractometer	USA, UK, Europe or equivalent Accuracy: ±0.1 Precision: ± 0.00005 Temperature range: 5 to 100°C Digital display of brix value and temperature etc. Calibration: self-auto internal calibration Temperature controller and temperature compensated results display	No	02
13.	Magnetic Stirrer	USA, UK, Europe or equivalent Speed: 30 to 3000 rpm Capacity above 10 liters Heating range: 10 to 250 °C LCD back light display Calibration: self-auto internal calibration	No	02
14.	Digital pH Digital Moisture Analyzer	USA, UK, Europe or equivalent pH range: -3.0 to 20 Accuracy: ± 0.002 pH Calibration reminder: yes Calibration buffers: pH 4.0,7.0 , 10.0 and 14.0 of USA, UK, Europe or equivalent origin Slope reading: yes Both Conductivity/pH mood display Temperature sensor display Spare electrode: one	No	02
15.	Water Box with Agitator	USA, UK, Europe or equivalent Capacity: 150 g. Resolution: 0.1 Accuracy: ±0.5 LCD display	No	02
16.	Oven	USA, UK, Europe or equivalent Capacity: 5 liters Temperature: 0 to 100 °C Accuracy: ±1 °C Stirring: agitator Stirring speed: 100 to 1200 Material: stainless steel	No	02

17.	Light Box	USA, UK, Europe or equivalent Dimension internal (WxDxH): 500x500x500 mm UV lamp: 30W x1 Power supply: 220V, 50HZ	No	02
18.	Thickness Micrometer Digital	USA, UK, Europe or equivalent Digital display Sensitivity: 0.0005 mm Range: 25 mm Accuracy: ± 0.1 Batteries: included Digital display	No	02
Glassware				
1.	Burette 2.5 ml and 50 ml glass Pyrex A	USA, UK, Europe or equivalent Pyrex class A	No	10 each
2.	Graduated pipette 10 mL, 5mL	USA, UK, Europe or equivalent Pyrex class A	No	10 each
3.	Pipette 1 ml, 5ml, 10 ml	USA, UK, Europe or equivalent Pyrex class A	No	10 each
4.	Conical flask 250 ml, 500 ml glass Pyrex A	USA, UK, Europe or equivalent Pyrex class A	No	40 each
5.	Volumetric flask 100 ml, 250 ml, 500 ml, 1000 ml	USA, UK, Europe or equivalent Pyrex class A	No	10 each
6.	Graduated cylinder 10 ml, 100 ml, 500 ml	USA, UK, Europe or equivalent Pyrex class A	No	10 each
7.	Beaker, 100 ml, 500 ml, 1000 mL	USA, UK, Europe or equivalent Pyrex class A	No	10 each
8.	RD Bottle 50, 25 mL	USA, UK, Europe or equivalent Pyrex class A	No	06 each
9.	China dish 100 cc	USA, UK, Europe or equivalent	No	20
10.	Test tubes	USA, UK, Europe or equivalent Pyrex class A	No	400
11.	Petri Dish (Small, Medium, Large Sizes)	USA, UK, Europe or equivalent Pyrex class A	No	200
12.	Reagent Bottle, Transparent & Amber	USA, UK, Europe or equivalent Pyrex class A	No	40 each
13.	Filter paper 90 mm	USA, UK, Europe or equivalent	Pack	10 pack
14.	Test tube holder	USA, UK, Europe or equivalent	No	10
15.	Tripod Stand	USA, UK, Europe or equivalent	No	06
16.	Wire gauze, with asbestos	USA, UK, Europe or equivalent	No	10
17.	Tongue	USA, UK, Europe or equivalent	No	20
18.	Burner, Bunsen	USA, UK, Europe or equivalent	No	04
19.	Crucible porcelain with lid	USA, UK, Europe or equivalent	No	10

20.	Burette stand	USA, UK, Europe or equivalent Pyrex class A	No	04
21.	Test tube stand	USA, UK, Europe or equivalent	No	10
22.	Spatula small/ medium	USA, UK, Europe or equivalent	One dozen	Two dozen each
23.	Desiccators 300mm	USA, UK, Europe or equivalent	No	04
24.	Filtering funnel 45mm	USA, UK, Europe or equivalent Pyrex class A	No	10
25.	Separating funnel 50ml, 500ml	USA, UK, Europe or equivalent Pyrex class A	No	04 each
26.	Measuring cylinder 100ml, 500ml, 1000ml	USA, UK, Europe or equivalent Pyrex class A	No	10 each
27.	Washing Bottle	USA, UK, Europe or equivalent	No	04
28.	Glass Slides	USA, UK, Europe or equivalent	Box	10 Box
29.	Distillation flask 100 ml	USA, UK, Europe or equivalent Pyrex class A	No	06
30.	Iron Stand for Burner	USA, UK, Europe or equivalent	No	10
31.	Specific gravity bottle 10ml, 25ml	USA, UK, Europe or equivalent Pyrex class A	No	06 each
32.	Amber & transparent bottles for reagents	USA, UK, Europe or equivalent Pyrex class A	No	40 each

B = Safety Equipment

Item No.	Name of Item	Specifications	Unit of Measurement	Estimated Quantities
1.	Fire Extinguisher	multi-purpose ABC dry chemical extinguisher, supplemented by Carbon Dioxide (CO ₂) or clean agent extinguishers accompanied by manufacturing and expiry certificate	No	02
2.	First Aid Box with Accessories	Along with other necessary items of First Aid Box, following are required in a Chemical laboratory. Small scissors and tweezers and forceps Nitrile or latex-free gloves, Sterile dressings, bandages, Adhesive medical tape, Antiseptic wipes or solution, antibiotic ointment, and hand sanitizer Burn injury: Burn creams or hydrogel dressing Acid/Base injury: Ointments or gels with neutralizing agents, such as calcium carbonate	Box	02

Section 7: General Conditions of Contract

Table of Clauses

1.	Definitions	61
2.	Contract Documents	62
3.	Fraud and Corruption	62
4.	Interpretation	64
5.	Language	65
6.	Joint Venture	65
7.	Eligibility	66
8.	Notices	66
9.	Governing Law	66
10.	Settlement of Disputes	66
11.	Scope of Supply	66
12.	Delivery	66
13.	Supplier's Responsibilities	66
14.	Purchaser's Responsibilities	67
15.	Contract Price.....	67
16.	Terms of Payment	67
17.	Taxes and Duties	67
18.	Performance Security	67
19.	Copyright.....	68
20.	Confidential Information.....	68
21.	Subcontracting	69
22.	Specifications and Standards	69
23.	Packing and Documents.....	69
24.	Insurance	70
25.	Transportation	70
26.	Inspections and Tests.....	70
27.	Liquidated Damages.....	71
28.	Warranty.....	71
29.	Patent Indemnity	71
30.	Limitation of Liability	72
31.	Change in Laws and Regulations	73
32.	Force Majeure	73
33.	Change Orders and Contract Amendments	73
34.	Extensions of Time	74
35.	Termination	74
36.	Assignment	75
37.	Respectful Work Environment	75

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "ADB" is the Asian Development Bank.

1.2 "The Site," where applicable, means the place named in the SCC.

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- 3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].
- 3.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any 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
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's

Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate⁶ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;

⁶ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.5 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

3.6 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.⁷

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by

⁷ The undertaking also applies during the period of performance of the contract.

the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

- 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the

Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any 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 Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser 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 Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

(a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) 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

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- 24. Insurance** 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation** 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).
- 26. Inspections and Tests** 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no

cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or

administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct,
 - (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not

- apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (i) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Respectful Work Environment

- 37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

- 37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: <u>Islamic Republic of Pakistan</u>
GCC 1.1(k)	The Purchaser is: <u>Federal Board of Revenue</u>
GCC 1.1 (q)	The Sites are: (i) Border Crossing Point Terminal – Torkham, and (ii) Border Crossing Point Terminal – Chaman
GCC 4.2 (b)	The version of Incoterms shall be: <u>Incoterms 2020</u>
GCC 5.1	The language shall be: <u>English</u> The language for translation of supporting documents and printed literature is: <u>English</u>
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention to: Mr. Ali Raza Hanjra, Project Director CAREC-RIBS (ITTMS), FBR; Street address: Kurree Road, Islamabad; Floor/ Room number: 1st Floor, PMU, Federal Arcade; City: Islamabad; ZIP code: 44000; Country: Pakistan; 92 (51) 945 0009 / +92 (51) 920 3917; Fax: +92 (51) 945 0006; E-mail: ali.raza@carec-ribs.gov.pk
GCC 9.1	The governing law shall be: The Laws of Islamic Republic of Pakistan
GCC 10.2	The formal mechanism for the resolution of disputes shall be: For a contract with a Foreign Supplier: In case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre . The arbitration procedure shall be administered by the Singapore International Arbitration Center. Place of arbitration: Singapore.

	<p>For a contract with a Local Supplier:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with Pakistan Arbitration Act 1940.</p> <p>Place of arbitration: Islamabad.</p>
GCC 11.1	<p>The Scope of Requirements shall be defined in: Section 6: Schedule of Supply of the Bidding Document.</p>
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For Goods supplied from abroad as per Incoterms CIP:</p> <ul style="list-style-type: none"> a) <i>Non-negotiable documents i.e., Supplier's invoice showing Goods' description, quantity, unit price and total amount; packing list, bill of lading, and certificate of origin etc. must be sent through courier service or mailed or faxed within 8 working days after shipment.</i> b) <i>In case shipment is not effected up to date (as specified in delivery schedule in Section VII of bidding documents) validity of this letter of credit shall be extended at beneficiary's cost (supplier).</i> c) <i>Copy of the Insurance Certificate showing Pakistan Single Window as the beneficiary.</i> d) <i>Detailed description of material / equipment, item / accessories, no. of boxes, weight, dimension and volume of each box must be shown in the packing list alongwith following details with shipping marks on each Box, crate and on container(s).</i> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: fit-content;"> <p>Border Crossing Point Torkham and Chaman C/o Project Management Unit CAREC-RIBS/ITTMS Project Customs Wing, FBR</p> </div> <ul style="list-style-type: none"> e) <i>One Original of the Manufacturer's or Supplier's Warranty Certificate covering all items supplied.</i> f) <i>All cargos shall be accompanied with a copy of packing list and invoice in the following manner:</i> <ul style="list-style-type: none"> i) <i>If shipment containerized FCL cargo then the documents shall be placed on the inner side of the door of container. In case of multiple containers in a consignment, each container shall have such documents pertaining to goods inside it.</i>

	<p><i>ii) If shipment is consolidated cargo and LCL cargo: the documents shall be attached to the goods or package at an obvious place.</i></p> <p>PMU shall invariably require the following copies of the documents:</p> <p>a) Through bankers in Islamabad; 4 copies of Invoices 4 copies of Bill of Lading including original 4 copies of detailed packing list 2 copies of Certificate of Origin 2 copies of test certificate 2 copies of conformity certificate</p> <p>b) Immediately after shipment is effected; 6 copies of Invoices 6 copies of Bill of Lading (Non-negotiable) 2 copies of detailed Packing List 1 copy of Certificate of Origin</p> <p>In case of sea Shipment Non-negotiable documents must be courier/faxed through our fax No +92 (51) 934 0009 or e-mailed to reach us within 8 working days after shipment. In case of any port demurrage charges incurred due to late receipt of documents the same will be recoverable from supplier.</p> <p>c) Invoices shall indicate itemized values of the materials concerned. d) Invoices shall include certification that the prices charged are net and that the material concerned are new and unused. Invoices shall further certify that the materials have been supplied strictly in accordance with the order placed by us.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p>(a) 03 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Delivery Note, Railway Receipt, or Truck Receipt; (c) Manufacturer's or Supplier's Warranty Certificate; (d) Inspection Certificate issued by the nominated inspection agency, and the Supplier's Factory Inspection Report; and (e) Certificate of Origin.</p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The price adjustment shall be: Not Applicable

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner: As per the Payment Schedule mentioned below:</p> <p>For Goods supplied from outside or within the Purchaser's country:</p> <p>Payment shall be made in Pak. Rupees according to the following manner:</p> <p>(a) On Pre-shipment Inspection: The Purchaser shall pay the Supplier 20% of the Contract Price of the Goods, upon execution of Pre-shipment physical inspection of the goods/products to be supplied, by the designated representatives/committee of the Procuring Agency, confirming their acceptance in the form of "Pre-shipment Inspection Report" as per the process specified at GCC Clause 26 viz. Inspections and Tests, upon submission of claim with supporting documents by the Supplier, within thirty (30) days.</p> <p>(b) On Acceptance: 80% of the Contract Price of the goods & related services shall be paid within sixty (60) days when the supplies are delivered, verified, tested and necessary physical inspection & counting is executed, and accepted, at both delivery locations i.e., (i) Border Crossing Point Terminal – Torkham and (ii) Border Crossing Point Terminal – Chaman, upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>
GCC 16.4	<p>Payments should be made in the currency or currencies stated in the bid of the successful Bidder.</p>
GCC 18.1	<p>The Supplier shall provide a Performance Security of 10% of the Contract Price within twenty-eight (28) days after the Notification of Award of Contract from a Scheduled Bank.</p> <p>The Performance Security shall be denominated in Pak. Rupees.</p>
GCC 18.3	<p>The form of acceptable Performance Security shall be a Form included in Section 9, Contract Forms, issued by a Scheduled Bank.</p> <p>If the Supplier's bank is located outside Pakistan, the Performance Security shall be issued by a correspondent financial institution in Pakistan which shall be counter guaranteed and verified by the Supplier's bank.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: Pursuant to GCC Sub-Clause 18.4, after delivery, installation, commissioning and acceptance of the Goods, the performance security shall be reduced to five percent (5%) of the Contract to cover the Supplier's warranty obligations in accordance with GCC Clause 28.3.</p>

GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> 1) Crates or boxes should have a list of items contained therein, secured to the exterior. A duplicate list should also be included inside with the contents. 2) Shipping Specifications must clearly indicate the contents, gross weight, net weight and measurements of each package. 3) All goods should bear an identification mark of serial number or other marking by which that particular article can be identified in the event of packages being landed damaged. Please show these clearly on your invoice and shipping specifications. 4) In addition to the shipping marks; Purchaser's Name, Goods Purchase Order No., Description of item, gross weight (kg), Measurement (Length x Width x Height in mm), and country or origin must be stenciled on the outside of each package to facilitate identification, as given hereunder. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> Purchaser's Name: Border Crossing Point Torkham/Chaman C/o PMU CAREC-RIBS (ITTMS) Project, FBR, Islamabad, Pakistan. Contract Number: </td> <td style="width: 50%; padding: 2px;"> Dimensions ----- x ----- x ----- (Length) x (Width) x (Height) (in Centimeters / Meters as appropriate) </td> </tr> <tr> <td style="padding: 2px;"> Purchase Order No./ Consignee Code: </td> <td style="padding: 2px;"> Volume: Cubic Metres </td> </tr> <tr> <td style="padding: 2px;"> Box: ----- of ----- </td> <td style="padding: 2px;"> Weight: Gross: ----- kgs Tare: ----- kgs Nett: ----- kgs </td> </tr> </table> <ol style="list-style-type: none"> 5) In case of shipping marks becoming illegible all packages, where possible, provide a label inside bearing a clear impression of the external marks. 6) Packages must be conspicuously marked with "Fragile", "Handle with Care", "Right Side Up", "Keep Dry", etc., in English and with the appropriate international standard symbols, to prevent possible damage. 7) the Supplier must ensure that the centre of gravity and hoisting position/certified lifting points are clearly marked on two sides of each case so as to facilitate loading, unloading and handling. 8) The above-mentioned markings must be indicated on those Goods which would without packing; with metal labels secured to the Goods, or with indelible paint on both sides or both ends of the Goods. 	Purchaser's Name: Border Crossing Point Torkham/Chaman C/o PMU CAREC-RIBS (ITTMS) Project, FBR, Islamabad, Pakistan. Contract Number:	Dimensions ----- x ----- x ----- (Length) x (Width) x (Height) (in Centimeters / Meters as appropriate)	Purchase Order No./ Consignee Code:	Volume: Cubic Metres	Box: ----- of -----	Weight: Gross: ----- kgs Tare: ----- kgs Nett: ----- kgs
Purchaser's Name: Border Crossing Point Torkham/Chaman C/o PMU CAREC-RIBS (ITTMS) Project, FBR, Islamabad, Pakistan. Contract Number:	Dimensions ----- x ----- x ----- (Length) x (Width) x (Height) (in Centimeters / Meters as appropriate)						
Purchase Order No./ Consignee Code:	Volume: Cubic Metres						
Box: ----- of -----	Weight: Gross: ----- kgs Tare: ----- kgs Nett: ----- kgs						

	<p>9) All instruments, protection relays or other fragile parts must be removed, placed in sealed plastic bags and packed in expanded polystyrene or similar shock absorbing material in timber boxes. All fragile components must be securely supported to prevent damage in transit and must be packed in separate crates and not with heavy items.</p> <p>10) All material, if scheduled to be shipped via ocean freight must be export packed to withstand the imperils associated with handling at ocean terminals and exposure to the elements during the ocean and inland transportation to the Project site. In addition, the products must be transported under deck.</p> <p>11) Waterproof case liners should be used protecting goods' damage from moisture.</p> <p>12) Special attention must be given to fragile items by pre-packing in foam, plastic cushioning or some equally efficient cushioning material. Shredded newsprint, popcorn, straw, or new or used rubber tyres should not be used.</p> <p>13) All marks, tags and labels shall be in the English language.</p>								
GCC 24.1	The insurance coverage shall be in accordance with: "Pursuant to GCC, Sub-Clause 24.1, the Supplier must insure the goods in an amount equal to 110% of the CIP or EXW price of the goods from Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.								
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Incoterms 2020 & Section 6: Schedule of Supply of the Bidding Document.								
GCC 26.2	<p>Tests and Inspections specified in Section 6: Schedule of Supply, shall be carried out at the following times or milestones, and places:</p> <table border="1"> <thead> <tr> <th>Goods</th> <th>Type of Test</th> <th>Time or Milestone</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>Laboratory Items [Instruments, Chemicals & Safety Equipment]</td> <td>Physical Inspection</td> <td>(i) pre-shipment Inspection and (ii) At Delivery (45 Days)</td> <td>(i) Seller's premises, and (ii) Boarder Crossing Points, Chaman & Torkham</td> </tr> </tbody> </table>	Goods	Type of Test	Time or Milestone	Address	Laboratory Items [Instruments, Chemicals & Safety Equipment]	Physical Inspection	(i) pre-shipment Inspection and (ii) At Delivery (45 Days)	(i) Seller's premises, and (ii) Boarder Crossing Points, Chaman & Torkham
Goods	Type of Test	Time or Milestone	Address						
Laboratory Items [Instruments, Chemicals & Safety Equipment]	Physical Inspection	(i) pre-shipment Inspection and (ii) At Delivery (45 Days)	(i) Seller's premises, and (ii) Boarder Crossing Points, Chaman & Torkham						
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 1 % of the Contract Price for each week or part thereof.								
GCC 27.1	The maximum amount of liquidated damages shall be: Not exceeding 10% of the Contract Amount.								

GCC 28.3	The period of validity of the Warranty shall be: One year from the date of issuance of Acceptance Certificate The place of final destination shall be: Border Crossing Points Chaman & Torkham
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 24 – 48 Hours of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: Not Exceeding 100% of the total Contract Amount

Section 9: Contract Forms

Table of Forms

Notification of Award	9-85
Contract Agreement	9-86
Performance Security	9-88

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* Of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Letter of Bid and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*⁸
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Requirements; and
 - (h) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

⁸ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: [Name and address of the Purchaser]

Date: [Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of Goods and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]⁹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],¹⁰ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹¹

.....
[Signature(s) and seal of bank (where appropriate)]

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

⁹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

¹⁰ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

¹¹ Or the purchaser may use "Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.