



ISLAMIC REPUBLIC OF PAKISTAN

COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS, FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION

BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

Standard Bidding Document for the

Procurement for the Hiring of Customs Clearing Agent/Firm for the Clearance of Health and Non-
Health Import Shipments

Procurement Reference Number: CMU/005/2021

NATIONAL COMPETITIVE OPEN BIDDING

Subject of Procurement:	Procurement of Transportation Services
Procurement Reference Number:	CMU/005/2021
Date of Bid Advertisement and Issue:	Thursday, March 18, 2021
Date of Pre-Bid Meeting:	Wednesday, March 24, 2021
Last Date of Responding to Queries:	Wednesday, March 31, 2021
Late Date of Issue of Bidding Document:	Friday, April 02, 2021
Deadline for Submission of Bids:	Monday April 05, 2021 at 1100Hrs
Public Bid Opening:	Monday April 05, 2021 at 1130Hrs

Queries/Questions shall be sent by email only to:

The Common Management Unit (CMU) for Global Fund Grants

Primary contact: hamid@ntp.gov.pk Attention: Mr. Hamid Awan

Secondary contact: abdulrehman@ntp.gov.pk Attention: Mr. Abdul Rehman

Subject of Procurement and tender reference number must be included in email subject title



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**COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS,
FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION
BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.**

INVITATION TO BID

1. The Common Management Unit (CMU) for the Global Fund (GFATM) grants invites sealed bids for the **Procurement of Services of Customs Clearing Agent for the Clearance of Import Shipments and Transportation Services (from port of arrival to central warehouse) for Health and Non-Health Products in Pakistan**, under procurement reference Number: **CMU/005/2021**.
2. Bidding shall be conducted under National Competitive Bidding through **Single Stage-Two Envelopes Procedure** Bidding Procedure detailed in the Public Procurement Rules (PPRA Rules) 2004 (as amended) and the GFATM-approved National Tuberculosis Control (NTP) Procurement Manual.
3. Eligible Customs clearance agents/firms registered with Income Tax and Sales Tax Departments, having all Pakistan customs clearance license and are on Active Taxpayers List of the Federal Board of Revenue (FBR) **must** collect the official bidding documents in English, at free of cost, from the office of the undersigned during office working hours **starting March 18, 2021 till April 02, 2021**. The Bidding Documents can also be inspected at official websites of NTP: www.ntp.gov.pk and PPRA: www.ppra.org.pk/ **starting from March 18, 2021**.
4. There shall be a **pre-bid meeting** at the office of the undersigned on, **Wednesday, March 24, 2021 at 11:00AM**. Written questions and inquiries about the bids from potential bidders shall be emailed to hamid@ntp.gov.pk attention of **Mr. Hamid Awan not later than five (05) days** to the deadline for bid submission.
5. The bid must be accompanied with a refundable Bid Security or Earnest money of **Pakistan Rupees One hundred thousand only (PKR 100,000)** in the shape of Bank Demand Draft or Call Deposit Receipt in the name of **National TB Control Program**. Original Bid Security or Earnest money shall be attached with the original financial bid **whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid**.
6. The sealed bids shall reach to the office of undersigned through registered Mail Services, Courier Services or by hand submission on or before **Monday April 05, 2021 at 11:00AM**. Late bids shall be rejected. The bids shall be opened publicly on the same day by the Procurement committee in the presence of representatives of the bidders who choose to attend at **11:30 AM** at the office of the undersigned.

CHIEF PROCUREMENT OFFICER

**COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS,
BLOCK C, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.**

PHONE NO. 051-8438081



PART 1. SECTION I: INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

1.1 The Procuring Entity defined in the Bidding Data (hereinafter called ‘the Procuring Entity’), located at the address defined in the Bidding Data, has secured funding from a source defined in the Bidding Data, intends to receive Bids for provision services as summarized in Bidding Data (hereinafter called ‘the services’).

The statement of requirement consists of custom clearing services where some of the import shipments are temperature sensitive (around 15 to 25% of the services) ranging from room temperature (15-25 °C), Cool (08-15°C) and refrigerated (02-08 °C). The bidder must quote each and every part of the given schedule of bid, else the bid will be rejected as non-responsive.

IB.2 Eligible Bidders

2.1 This Invitation for Bids is open to eligible firms and companies registered with Income Tax, General Sales Tax Departments, having all Pakistan customs clearance license and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number, and fulfill the conditions given in the Invitation for Bids and Bidding Documents.

2.2 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices in accordance with IB Clause 34, issued by any Government of Pakistan (Federal, Provincial), a local body or a public sector /international organization. For evidence of blacklist by any public organization, the reference source of information shall be the public database of the respective Federal and Provincial Public Procurement Regulatory Authority. The law mandates public entities to notify the Federal and Provincial Public Procurement Regulatory Authorities of any supplier blacklisted; therefore, the Federal and Provincial Public Procurement Regulatory Authorities databases shall serve as the primary and the only reference point for any blacklisted supplier by any public organization. CMU shall not verify blacklisting information with any individual public entity where such information is not published on the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.

2.3 Bidders shall not be eligible to bid if their Directors, Managing Partners, Chief Executives Officer have any relative working in CMU or worked with **CMU** during the last seven (07) years. The interested bidders shall sign and submit an integrity pact (annexed to this document) to disclose any



relative working with CMU.

2.4 Bidders shall not be eligible to bid if the bidder has poor market reputation and have previously defaulted on quality while supplying goods or services to CMU.

IB.3 Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser." will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.5.3.

- a) Instructions to Bidders
- b) Bid Data Sheet (BDS)
- c) Evaluation methodology and criteria
- d) Form of Bid & Schedule of requirement to Bid
- e) General Conditions and Special conditions of the contract
- f) Standard Form of Contract Agreement

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) with regard to Bidding Documents may notify the Procuring Entity at the Procuring Entity's address indicated in Bid Data Sheet in writing through letter or an email.



- 5.2 The Procuring Entity will respond to any request for clarification which it receives earlier than five (05) days prior to the deadline for the submission of Bids.
- 5.3 Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the purchaser.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadlines for submission of Bids, the Procuring Entity may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum, without substantially changing the nature of the procurement.
- 6.2 All bidders those have obtained the bidding documents, from the Purchaser, will be notified of the amendment in writing which will be binding on them.
- 6.3 To afford bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity, may at its discretion (in line with PPRA/CMU rules provision) extend the deadline for submission of Bids.

C. PREPARATION OF BIDS AND BIDDING PROCEDURE

IB.7 Single stage-two envelopes bidding procedure

- 7.1 **Single stage – two envelopes** bidding procedure shall be applied:
- 7.2 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 7.3 the envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- 7.4 initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be publicly opened in the presence of bidder’s representatives who are able to attend the public technical bid opening ceremony;



- 7.5 the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Purchaser without being opened. During Technical Bid opening, the purchaser shall also examine the sealed financial proposal to make ensure that it is free of tempering. The purchaser shall initial/sign and stamp on the sealed financial proposal to ensuring that it cannot be opened and re-sealed without detection;
- 7.6 the Purchaser shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified preliminary and technical requirements;
- 7.7 during the technical evaluation no amendments/modifications in the technical proposal shall be permitted;
- 7.8 the financial proposals of bids shall be opened publicly at a time, date and venue as announced and communicated to the Bidders. Bidders who fail preliminary and technical evaluation shall not be invited for the financial bid opening;
- 7.9 After the evaluation and approval of the technical proposal, the Purchaser shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- 7.10 As per rules, the Purchaser is not mandated to share with bidders detailed results of preliminary and technical evaluation, prior to opening of financial proposals. The Purchaser shall issue an Evaluation Report to all participating suppliers after concluding the Financial Bid Evaluation, as stipulated by the procurement rules.
- 7.11 The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective Bidders; and
- 7.12 the bid that passes preliminary and technical evaluation and found to be the lowest priced evaluated bid shall be accepted. See Part 1. Section III: Evaluation Methodology and Criteria on details of how to determine the lowest bidder.
- 7.13 Subject to IB 7.12, Schedule of requirement under the Section of Statement of Requirement a Bidder shall quote for all the part listed in selected Schedule. Financial comparative analysis of technically qualified bids shall be made by comparing the total estimated cost as determined in 7.12 for the bidders.



7.14 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of bid evaluation, unless the bidder is declared technically disqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

IB.8 Language of Bid

8.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity shall be written in the English Language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

9.1 The bid prepared by the bidder shall comprise the following components with following order, Covering letter at the top and so on:

- a) Covering Letter on firm's letter head,
- b) A Bid Form and a Price Schedule duly filled, signed and sealed/stamped, in accordance with Sub-Clause IB.10 and IB.11
- c) documentary evidence established in accordance with IB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- d) Bid Security furnished in accordance with Clause IB.13.
- e) See under Part 1: Section III for Summary Evaluation Methodology and criteria and list of required documents

IB.10 Bid Form

10.1 The Bidder shall submit a Bid Form or Form of the Bid or Bid Submission Sheet using the form provided in Part 2, Section III, Standard 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.



IB.11 Bid Prices, Currency of Bid and Payment

11.1 The Bidder shall submit the Price Schedule for the Services, using the format provided in Part 2, Section III. Standard Form.

11.2 The Price Schedule shall include, as appropriate and where applicable, the unit price, which shall be the price of each trip including all charges, loading and off-loading, and in-transit insurance of the goods. However, in case the vendor shall not be able to secure appropriate comprehensive transit insurance for in-transit goods, the Provider shall covenant to indemnify the purchaser the total cost of cargo and any sunk costs of any shipment that is damaged or lost during transit.

11.3 The prices shall be inclusive of Income and General Sales Taxes (GST) and other taxes and duties, where applicable, as per the law. If there is no mention of taxes, the offered or quoted price(s) will be considered as inclusive of all prevailing taxes and duties. The procuring agency being exempt from the GST, will deduct the amount involved and process the payment excluding GST.

11.4 The statement of requirement consists of custom clearing services where some of the import shipments are temperature sensitive (around 15 to 25% of the services) ranging from room temperature (15-25 °C), Cool (08-15°C) and refrigerated (02-08 °C). The bidder must quote each and every part of the given schedule of bid, else the bid will be rejected as non-responsive.

11.5 The bidder shall not determine the total bid price since the required services shall be on need basis and total expected number of shipments could not be pre-determined at the procurement stage.

11.6 The unit rates and prices in the Price Schedule shall be quoted by the bidder in the currency as stipulated in Bidding Data.

11.7 Prices quoted by the Bidder shall be fixed during the Bidder's first year of performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. At the start of every annual contract extension, a bidder may apply for price increment by applying the scheme described in the bid data sheet

IB.12 Documents Establishing Bidder's Eligibility and Qualifications

12.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.



12.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

12.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- a) The bidder is duly registered, meets tax obligations, has the necessary business licenses to operate the service described in the Bid Data Sheet;
- b) that the Bidder has the financial, technical, and capability necessary to perform the contract;
- c) See Part 1: Section III: Evaluation Methodology and Criteria for a summary of minimum documents required to establishing bidder's eligibility and qualification.

IB.13 Bid Security

- 13.1. Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in Bidding Data Sheet in Pak. Rupees in the form of Call Deposit Receipt (CDR) or Bank Demand Draft (DDD) issued by a Scheduled Bank in Pakistan in favor of the **National TB Control Program (NTP)**.
- 13.2. The bid security shall be valid for the entire bid validity period plus an additional twenty-eight (28) days. The additional twenty-eight (28) days shall be counted after the last day of the bid validity period. For avoidance of doubt, if the bid validity period is 90 days counted from the date of the deadline for bid submission, the bid security shall be valid for at least 118 days (90 days plus 28 days).
- 13.3. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.
- 13.4. Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid.
- 13.5. Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.



- 13.6. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.
- 13.7. Bid security shall be released to successful bidder upon submission of performance security as prescribed in IB.33
- 13.8. The Bid Security may be forfeited:
- a) if a bidder withdraws his bid during the period of bid validity; or
 - b) in the case of a successful bidder, if he fails to:
 - i. furnish the required Performance Security in accordance with Clause IB.33, or
 - ii. sign the Contract Agreement, in accordance with Sub-Clauses IB.32
- 13.9. Notwithstanding IB clause 13.8 (a) above, a bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of bid evaluation, unless the bidder is declared technically unqualified.
- 13.10. Where applicable, a correction of non-material arithmetic errors in the bidder's bid price that results into an increase in the total bid price shall not invalidate an initially valid and sufficient bid security submitted based on the original total bid price.

IB.14 Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2 In Exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under IB Clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.



IB.15 Format and Signing of Bid

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder or the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/initiated/stamped by authorized person.

IB.16 Sufficiency of Bid

- 16.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates entered in the Schedule.
- 16.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the services.

D. SUBMISSION OF BID

IB.17 Sealing and Marking of Bids

- 17.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document
- 17.2 The inner and outer envelopes shall: Be addressed to the Purchaser at the address given in the Bid Data Sheet; and Bear the name indicated in the Bid Data Sheet, the invitation for Bids title (Subject of Procurement) and number (Procurement reference Number) indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE_____” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to IB Clause 18.



17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

17.4 If the outer envelope is not sealed and marked as required by IB Clause 17.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

IB.18 Deadline for Submission of Bids

18.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with IB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

IB.19 Late Bids

19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to IB Clause 18 will be rejected and returned unopened to the Bidder.

IB.20 Modification and Withdrawal of Bids

20.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids in IB 18.

20.2 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

20.3 The Bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provision of IB Clause 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.



- 20.4 No bid may be modified after the deadline for submission of bids, except as provided for in IB 22.
- 20.5 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to the IB Clause 13.8

E. OPENING AND EVALUATION OF BIDS

IB.21 Opening of Bids by the Purchaser

- 21.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet in accordance the **Single stage – two envelopes bidding procedure detailed in IB 7**. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.
- 21.2 The bidders' names, bid modifications or withdrawals, total bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to IB Clause 19.
- 21.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bids withdrawn before the deadline for bid submission of bids shall be returned unopened to the bidders.
- 21.4 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.
- 21.5 The Purchaser will prepare minutes of the bid opening.

IB.22 Clarification of Bids

- 22.1 To assist in evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the



bidder for a clarification of its Bid and submission of additional supporting information. The request for clarification and the response shall be in writing and shall not change the unit prices or technical specifications of the Bid.

22.2 For avoidance of doubt, the purchaser shall not ask for clarifications that result into amendment of the **unit prices** and the **Bid Form**.

22.3 The purchaser shall be at liberty to request for any historical documents from bidders during the bid evaluation process. **Historical documents are non-material** and shall not constitute change in the technical nature of the bid. For avoidance of doubt, historical documents are documents and information that **existed prior to the public announcement of a bid**, and may include and not limited to company registration documents; firm and service quality certifications; bidder and staff practicing licences and trading licences and authorization; previous contracts, contract performance certificates and purchase orders, work orders; vehicle registration status; bidder's bank information, bank certificates and bank statement; Audited books of Accounts; tax registration certificates and status; and company's operating capacity;

IB.23 Preliminary examination

23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

23.2 Arithmetical errors will be rectified on the following basis, where applicable. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

23.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23.4 Prior to the detailed evaluation, pursuant to IB Clause 23 the Purchaser will determine the



substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservation to critical provisions, such as those concerning Bid Security and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence, unless as provided for under IB 22.

23.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

IB.24 Evaluation and comparison of Bids

24.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to IB Clause 23.

24.2 The Purchaser's evaluation of a bid, as elaborated in Part I, Section III. Evaluation Methodology and Criteria, will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

IB.25 Contacting the Purchaser

25.1 Subject to IB Clause 22, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

25.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

IB.26. Post Qualification

26.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence:



26.2 Provided that such qualification shall only be laid down after recording reasons therefor in writing. It shall form part of the records of that bid evaluation report.

26.3 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.12, as well as such other information required in the Bidding Documents.

IB.27 Award Criteria

27.1 Subject to Sub-Clause IB.26, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and meets the requirement of the Evaluation Methodology and Criteria, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.26.

IB.28 Right to reject any bid

28.1 Notwithstanding Sub-Clause IB.27, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.29 Purchaser's Right to Vary the Scope of Work

29.1 The Purchaser reserves the right at the time of contract award and during contract implementation to increase or decrease the number of destinations to which goods are delivered, and the nature of goods transported, without any change in unit price or other terms and conditions. In cases where a new destination is added to the Schedule of Requirement at the time of contract award and during contract implementation, the applicable trip unit price shall be estimated or prorated based on the quoted unit cost of any nearby destination.

IB.31 Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by **registered** letter or by cable, to be confirmed in writing by registered letter, that its bid



has been accepted.

31.2 The notification of award under IB 31.1 will constitute the formation of the Contract.

31.3 The Purchaser shall announce to all participating bidders the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids **at least ten (10) days prior** to the award of contract.

31.4 Within the period specified in IB 31.3 above, a bidder may seek clarification or challenge the award decision. Prior to signing of a formal contract, the Purchaser shall endeavour to resolve all complaints, disputes, and issue clarifications thereof. In case the Purchaser establishes that the complaint or request for clarification submitted by the bidders to be truthful and/or of material nature, the Purchaser shall recall the notification of award, at no liability and costs to the Purchaser from the notified successful bidder(s). The Purchaser shall review the award decision and issue a new notification of award.

31.5 Lodging of a compliant or seeking clarification on an award decision by a bidder may not stop the Purchaser from proceeding with the contracting process and issue a purchase order or sign a contract to some or all successful bidders, provided that the bidder's query is considered to be non-material or of no consequence to the resulting contract or affects only limited bidders.

IB.32 Signing of Contract

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the bidding documents, incorporation all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

32.3 The type of contract resulting from the procurement process shall be as specified in the Bid Data Sheet, and the duration of the contract shall be as specified in the Bid Data Sheet.

IB.33 Performance Security

33.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract and Bid Data Sheet within a period of seven (7)



days after the receipt of Letter of Acceptance.

33.2 Failure of the successful bidder to comply with the requirements of Clauses IB.33.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.34 Corrupt Practices or Fraudulent

34.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts.

34.2 In pursuance of its policy, the purchaser: defines, for the purposes of this provision, the terms set forth below as follows:

- a) “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- d) Will declare a firm ineligible if the firm is Blacklisted by any government and non-government organization. And a certificate to this effect by bidder must be attached with the bid.



PART 1. SECTION II: BID DATA SHEET (BIDDING DATA)

Clause Reference

Instructions to Bidders

1.1 Name of Procuring Entity:

Common Management Unit (CMU) for the Global Fund (GFATM) Grants of AIDS, TB and Malaria

1.1 Procuring Entity's address:

Common Management Unit (CMU) for the Global Fund (GFATM) Grants of AIDS, TB and Malaria

Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.

Queries/Questions can also be sent by email only to: Common Management Unit (CMU) for the Global Fund (GFATM) Grants of AIDS, TB and Malaria.

Primary contact: hamid@ntp.gov.pk Attention: Mr. Hamid Awan

Secondary contact: abdulrehman@ntp.gov.pk Attention: Mr. Abdul Rehman

The subject of procurement and the procurement reference number must be provided in the email subject title. The sender must indicate the full name, address, telephone number and email of the company he or she is representing.

1.1 Source of funding:

The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) has awarded grants to National TB Control Program, Directorate of Malaria Control and National AIDS Control Programme under the Common Management Unit (CMU) for the Global Fund (GFATM) Grants and part of the funds shall be utilized for the procurement of a joint service described in IB 1.1



1.1 Brief Description of service:

Provision of customs clearance services for health and non-health import shipments for all the three disease programmes, that is, *National TB Control Program, Directorate of Malaria Control and National AIDS Control Programme* under the Common Management Unit (CMU) for the Global Fund (GFATM) Grants, on need basis.

11.6 Bid currency

Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees in the shape of a cross cheque in the name of the business account, subject to deductions of all applicable taxes at source, per Government of Pakistan rules.

10.7 Price adjustment clause

The price quoted by the bidder shall be fixed during the first year of the contract and shall not be subject to any price variation on any account.

However, at the start of each annual contract extension, the bidder may request for a price adjustment based on the Scheme the table below:

Cost elements of the Unit trip cost	Proportion of the quoted cost (%)	Benchmark for annual price increment/ adjustment
Fuel cost	50%	Percentage increment or decrease in fuel prices at the local pump between the date of bid submission versus the date of contract extension; only increments or decrement of more than 5% shall be accepted. Use Pakistan State Oil as the price reference.
Staff, administration and service cost	30%	Increment or decrement in the US Dollar to Pakistan exchange rate between the date of bid submission versus the date of contract extension; only increments or decrement of more than 5% shall be accepted. Use State Bank of Pakistan as the reference.
Gross Profit	20%	To be fixed throughout the contract period, even during contract extension

For avoidance of doubt and conflict, the price increment for each unit trip cost shall be calculated using the example shown below:

- a) Islamabad to Lahore, 20ft container, original Unit trip cost inclusive of taxes and charges is PKR 27,000;
- b) Diesel and Petrol prices increased by 8% between February 2021 (date of bid submission) and April



2022 (date of first contract extension);

- c) US Dollar to Pakistan Rupee increased by 11.5% between February 2021 (date of bid submission) and April 2022 (date of first contract extension)

Table showing calculation of the revised unit trip cost at the start of the second year of the contract

Cost elements of the Unit trip cost	Proportion of the cost (%)	Original price, PKR	Applicable increments	New amount with increment, PKR
Fuel cost	50%	10,800	8%	11,664
Staff, admin and service cost	30%	2,700	11.5%	3,010.5
Gross Profit	20%	5,400	Not applicable	5,400
Total trip cost, PKR	100%	27,000	New 2022-2023 Islamabad-Lahore trip cost for a 20ft container, PKR	28,174.5

13.1 Amount of Bid Security

The amount of bid security shall be Pakistan Rupees One Hundred Thousand (PKR 100,000)

14.1 Period of Bid Validity

The period of bid validity shall be **Ninety (90) calendar days** counted from the date of the deadline for bid submission.

15.1 Number of copies of the bid required

The Original and the additional copy. The original and the additional copy shall be prepared in accordance with the one stage- two envelope bid submission. Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid.

17.2 Name and Address of the Purchaser

The address of the Purchaser is the same as in IB 1.1

17.2 Subject of Procurement and Procurement reference Number



The subject of procurement and procurement reference number are the same as mentioned in the bid notice and the title page of this bid

18.1 Address for bid submission

Deputy National Coordinator (DNC), National TB Control Programme, Common Management Unit for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.

18.1 Deadline for bid Submission

The deadline for bid submission is Monday, **April 05, 2021 at 11:00 AM**

21.1 Time and date of bid opening

The time and date of bid opening is Monday, **April 05, 2021 at 11:30 AM**

21.1 Address for bid opening

CMU Conference Room, Common Management Unit for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.

32.1 Type of resulting contract

The resulting contract shall be a one (01) year framework contract, renewable upon mutual agreement of the parties for two more consecutive years, subject to satisfactory performance. The cumulative maximum contract period shall be three (03) years commencing from the date of signing the contract.

33.1 Form of performance bond

The performance bond shall be in form of a Bank Guarantee using the Form in this bid, in Pakistan Rupees, valid for a period of not less than twelve (12) months.

33.1 The Amount of performance bond



The amount of performance bond shall be **Pakistani Rupees Five Hundred Thousands (PKR 500,000)** released after expiry of the contract or termination of the contract. However, the secondary contractor (Provisional contractor) shall not be required to submit a performance guarantee, since the purchaser does not guarantee execution of any assignment.



PART 1. SECTION III: EVALUATION METHODOLOGY AND CRITERIA

1.0 Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be Least Cost Based (LCS) methodology.

2.0 Summary of Methodology

2.1 The Least Cost Based (LCS) methodology recommends the lowest priced bid, which meets the quality standards set by the purchaser.

2.2 The evaluation shall be conducted in three sequential stages –

- a) a preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received;
- b) Technical evaluation to determine the quality standards of the eligible and compliant bids; and
- c) a financial and commercial evaluation compare costs of the eligible, compliant, technically qualified bids received and determine the best evaluated bid, as explained under the evaluation and methodology section.

2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

3.0 Preliminary Examination Criteria

3.1 Preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received to the requirements of the bid as listed below, and shall be evaluated on a **pass or fail basis**. The purchaser may request for clarifications and additional historical documents pursuant to IB 22.

- a) The bidder has submitted a copy of the company registration or incorporation certificate or current trading license; any other legal registration document whenever applicable,
- b) Bidder is registered with Income Tax and General Sales Tax (GST) Departments, possesses All Pakistan Custom Clearance License and is on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit copies of certificates and a printed copy of proof of Active Taxpayer List (ATL);
- c) Bidder prepared and submitted the Bid Submission Sheet (Bid Form), duly filled, signed and sealed/stamped, in accordance with IB. No alteration is to be made in the Bid Submission



Sheet (Bid Form) except in filling up the blank space as directed.

- d) Bid is valid for a period of 90 calendar days counted from the date of the deadline for submission of bids.
- e) Bidder prepared and submitted the Price Schedule, duly filled, signed and sealed/stamped, in accordance with IB.
- f) The bidder has submitted valid copy of the Bid Security or Earnest money in the shape of Bank Demand Draft or Call Deposit Receipt in the name of National TB Control Program, valid for at least 118 days (90 days of bid validity plus 28 additional days). Only a copy of the Earnest money should be attached the technical bid completely concealed and blank un-readable amount. In case, a copy of the bid security attached to the technical bid has readable earnest money amounts, the entire bid shall be rejected.
- g) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in IB and should not be black listed by any Government or non-government organization. An affidavit duly attested by notary public shall be attached with the bidding document as evidence. The text in the body should state, *“Bidder by the names of.....declares not to have been barred, blacklisted, suspended by any procuring entity with regard to their professional conduct, making of false statement, misrepresentation, corruption during any procurement process or contract performance. The company is not in a procurement or contract dispute or legal proceeding with any procurement entity over the poor performance of its contract, delivery of poor quality products, failure to meet delivery schedules, failure to meet warranty claims, failure to provide timely defect replacements, failure to declare the origin and source of products. The company declares that the company no conflict of interest in participating in this procurement process and has not colluded with another vendor participating in this bid”*. The content of the text in the affidavit shall be examined for completeness. For the conformation of blacklisting of any firm, the procuring agency will solely rely on the list available on PPRA website or Provincial PPRA websites and shall not approach any public or private organization for clarifications.
- h) Bidder has signed and attached the Integrity Pact statement as provided under the section for sample forms,
- i) Copies of previous contracts, purchase orders, work orders or certificates of performance for



similar service, performed for a reputable organization in Pakistan.

- j) The bidder shall provide evidence that the company has been conducting similar business with reputable organizations for a period of five (05) years and above. The evidence required for this purpose are valid copies of clearing agent contracts covering the period of the five (05) previous years, and not Certificate of Company registration.
- k) The bidder shall submit a detailed list of personals employed by the bidder, including their full names, designation in the company, valid telephone contacts and CNIC numbers.
- l) The bidder shall share a detailed list of company main offices and sub-offices operating in Pakistan, including valid physical address, office telephone numbers, name and contact information of each office in-charge.
- m) The bidder shall submit proper documentary evidence for financial soundness of the firm such as Bank statement for the last twelve (12) months.
- n) Although bidders can view and download the standard bidding document from the NTP and PPRA website, bidder are required to collect a free of cost official, signed and stamped standard bidding documents from the Purchaser's address indicated in Bid Data Sheet. Bidders who fail to collect the official standard bidding document shall have their bids rejected.

4.0 Technical Evaluation Criteria

4.1 The technical responsiveness shall be evaluated by award of marks based on the criteria indicated below, and the pass mark shall be **70%**.

4.2 In case only one or two bidders pass technical evaluation, the purchasing entity shall proceed to evaluate financial quotation(s) of the single bidder or the two bidders.

4.3 As a last resort, in case no bidder scores **70%** and above, the purchasing entity shall select three (03) firms with the highest scores and proceed to evaluate their financial bids

Criteria	Award sub-criteria	Max Marks
Years of experience running customs clearing & transportation business in Pakistan	1 mark for each year of experience up to a maximum of 10	10
Bidder has own office or affiliated Office at ports (airport & dry-port) of Islamabad/ Rawalpindi	5 marks for each own office 2 mark for each affiliate office	10
Bidder has own or affiliate offices at all ports (airports & dry-ports) of entries at Lahore & Karachi	2 marks for each own office 1 mark for each affiliate office	10



Bidder has the valid custom clearance license	For All Pakistan valid License marks will be 10; For each separate station (Islamabad/ Karachi/ Lahore) marks will be 4.33.	10
Customs Clearing and transportation contracts executed in the last 5 years in Pakistan, only contracts of PKR 1 million and above are acceptable	6 marks for each contract, maximum of 5 contracts	30
The positive closing balance of the bank statement	2 mark awarded for each million on the bank account, maximum 10 marks	10
Total amount debited to the firm's bank account in the last 12 months	2 marks awarded for every 1 million accumulated in debit in the last 12 months, maximum of 10 marks	10
Completeness and quality of the bidding document submitted by the bidder	Very Good=10 marks, Good=5 marks, poor=0	10
	Total Marks	100

5.0

Financial Comparison Criteria

5.1 Costs to be included in the bid price are:

- the unit and total rates in the Price Schedule requirement;
- taxes, duties and levies;
- Loading and offloading charges
- In-transit insurance for the program commodities during shipment transportation from ports of entry to CMU central warehouse

5.2 The bidder with the lowest evaluated price, from among those who pass preliminary and technical evaluation shall be the best evaluated bid.

5.3 Each of schedule requirement is a lot; therefore, a bidder shall bid for all the schedule

The purchasing entity reserves the right to award all the schedule of work to one firm, **6.0 Post-qualification**

6.1 The Procuring and Disposing Entity may undertake a post-qualification on the Best Evaluated Bidder(s) to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.



PART 2. SECTION I: BID SUBMISSION FORM/FORM OF BID

To: The National Coordinator,
Common Unit to Manage (CMU) Global Fund Grants for AIDS, TB and Malaria
Block C, EPI Premises, Near N.I.H., Prime Minister National Health Complex, Chak Shahzad, Park
Road, ISLAMABAD. Phone: 051-8438081

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Evaluation methodology and criteria, General and special conditions of Contract, Schedule requirements and Addendum No.....for provision of transportation services throughout the country,
2. We, the undersigned, being a company doing business under the name ofand address.....and being duly incorporated under the laws of Pakistan hereby offer to provide the services in conformity with the said Documents including Addendum thereto.
3. We understand that the Schedule attached hereto forms part of this Bid.
4. We understand that the contract shall be based on Unit Cost per trip, inclusive of local taxes and all charges, as per the attached schedule. The contract shall not have a total contract price as the number of trips and desired number of trips cannot determined in advance.
5. We understand that the resulting contract shall be a one year framework contract, subject to renewal for a maximum period of two additional consecutive years, upon mutual agreement of the parties.
6. We understand that the unit prices per trip shall be fixed for the first year of the contract. However, the prices may be varied at the start of every contract extension period using the Scheme provided in the Instructions to Bidders and Bid Data Sheet.
7. We agree that the purchaser shall merge routes of nearby destinations, aggregate cargo and select the most efficient type of vehicle for the merged destinations. To arrive at the unit trip cost for the merged destinations applicable to the selected type of vehicle, the purchaser shall apply the scheme provided in the Instructions to Bidders and Bid Data Sheet. Notwithstanding the purchaser's selected type of vehicle and total cost of an assignment, the bidder may use alternative vehicles to execute the same service provided that the total invoice billed to the purchaser does not exceed the agree total cost.



8. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to Rupees Five Hundred Thousand (PKRs. 500,000.00) drawn in the name of National TB Control Program (NTP) and valid for a period of twenty-eight (28) days beyond the period of validity of Bid. However, the secondary contractor (Provisional contractor) shall not be required to submit a performance guarantee, since the purchaser does not guarantee execution of any assignment.
9. We undertake, if our Bid is accepted, to provide transport services as comprised in the contract at short notice of not less than Twelve Hours (12hrs) at any place mentioned in Scheduled requirement without making payment in advance.
10. We agree to abide by this Bid for the period of ninety (90 Days) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
11. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
12. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Instruction to Bidder and Conditions of Contract for the due performance of the Contract.
13. We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement and a bound by the clauses in the bidding document of the purchasing entity.
14. We undertake to abide for the Global Fund Code of Conduct and Integrity Pact in this bidding document.
15. We understand that you are not bound to accept the lowest or any bid you may receive.
16. We do hereby declare that the Bid is made without any collusion or arrangement with any other firm, firms, person or persons making a bid for the services.

Dated this _____ day of _____, 2021 _____

Signature in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:



(Signature)
Name: _____ NIC No.

Address: _____

PART 2. SECTION II:

PREAMBLE TO SCHEDULE OF REQUIREMENT

- 1) The Schedule of Prices shall be read in conjunction with the General and Special Conditions of Contract.
- 2) The rates and amounts entered in the Schedule shall be the rates at which the contractor shall be paid after deducting all applicable taxes.
- 3) The rate shall be entered against each item in Schedule of requirement below

The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

Sr. No.	Description of Work	Unit	Unit Rate
1	Custom Clearance		
1.1	SEA consignments per container	Each	
1.2	AIR consignments per container	Each	
1.3	DRY PORT consignments per container	Each	
1.4	TP Charges for Bonded Shipment	Each	
2	Fork Lifter charges	----	
2.1	Up to three (03) ton	Per hour	
2.2	Above three (03) ton	Per hour	
3	De-Stuffing Charges		
3.1	20 ft container	Each	
3.2	40 ft container	Each	
3.3	At Air/Sea/Dry port per carton	Each	
3.4	At Air/Sea/Dry port per piece	Each	
3.5	At Air/Sea/Dry port per Pallet	Each	
4.1	Delivery Order charges (DO)		
4.2	Bill of Entry /Shipping bill charges		
5	Prior Release Charges		
6	CAA Fee (throughput charges)		
7	Godown Rent charges (All port expenses on original receipt)		
8	Consolidation Charges (Documents collection charges as per receipt)		
9	Any Government Dues/Penalties (as per actual receipt)		
10	Vehicle Detention Charges per night		

11	WeBoC Token charges					
12	CESS (as per actual receipt)					
13	Extra Labor Charges (if required)			Per Person	Per Day	
14	Pay Order Charges (documentary proof), as per actual			Per pay order		
15	Transportation from ports (within Islamabad) to CMU central warehouse (including labor charges)					
			From Islamabad Dry-port to CMU Central Warehouse	From Islamabad Airport to CMU Central Warehouse		
-	-		Normal	Cool	Normal	Cool
15.1	Pickup/Suzuki	Each				-
15.2	Flat Bed truck	Each				
15.3	Shahzore	Each				
15.4	Mazda size Truck	Each				
15.5	20Ft Container	Each				
15.6	40Ft Container	Each				
16	Transportation from other ports of entry to CMU central warehouse (including labor charges)					
			From Lahore Int'l Air-port to CMU Central Warehouse	From Karachi Int'l Airport to CMU Central Warehouse		
16.1	Pickup/Suzuki	Each	Normal	Cool	Normal	Cool
16.2	Flat Bed truck	Each				
16.3	Shahzore	Each				
16.4	Mazda size Truck	Each				
16.5	20Ft Container	Each				
16.6	40Ft Container	Each				
17	Return of Empty Containers to Shipping Line under bonded shipments					
17.1	20Ft Container (from Islamabad to Karachi)	Each				
17.2	40FT Containers (From Islamabad to Karachi)	Each				



18	Detention Charges under bonded shipments		
18.1	20Ft Container	Each	
18.2	40FT Containers	Each	



Notes for bidders:-

- (a) Bidder should fill up the price schedule as shown above without alternation
- (b) Loading and unloading is the responsibility of bidder.
- (c) The purchasing entity reserves the right to either award all the work schedule to an individual firm, to award each province / region to an individual company or to split up a single province / region across one or more bidders where such an act may enable efficient and effective contract implementation
- (d) Priority is to award a bidder quoting the lowest overall of Schedule requirement.

Seal & Signature of Bidder:

Date





PART 2. SECTION III: FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 2020 between the Common Unit to Manage (CMU) Global Fund Grants for AIDS, TB and Malaria (ATM), Islamabad (hereinafter called “Procuring Entity”) of the one part and (hereinafter called the “Contractor”) of the other part.

WHEREAS the Procuring Entity is desirous that transport services for supply of programs commodities / items in the all province / regions / districts should be provided by the Contractor on need basis and has accepted Bid by the Contractor for the provision of such services.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addendum, if any except those parts relating to instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Letter of Acceptance;
 - b) The completed Form of Bid along with Schedule of requirements;
 - c) General conditions and special conditions
 - d) Records of pre-contract negotiations
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the transport services in conformity and in all respects within the provisions of the Contract.
4. The procuring entity shall pay rates as agreed in the contract. Where delivery is required at a location not agreed in the contract, rates agreed for a nearby location shall be used to prorate the rates for a new location.
5. In case of failure of the transporter in discharge of its responsibilities or refuse/unable to transport the supplies, the supplier's penalties shall be 2% of a route trip cost per day of delayed performance of the contract, up to a maximum of 10% of the quoted route trip cost and thereafter the contract shall be terminated. Alternatively, if the assignment is transferred to the secondary bidder, the penalty of the primary bidder shall include the penalty due to delayed performance of the assignment, plus the extra cost of performing the same



assignment by the secondary bidder over and above the primary bidder.

6. Transporter shall be responsible to provide the vehicle (s) within twelve (12) hours after receipt of work order.
7. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the provision of the transport services in accordance with the Contract, the sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
8. This framework contract shall be effective for a period of twelve (12) months, renewable for a maximum of two consecutive years based on availability of work, funds and satisfactory performance as per mutual consent of both the parties.
9. The unit prices per trip shall be fixed for the first year of the contract. However, the prices may be varied at the start of every contract extension period using the Scheme provided in the Instructions to Bidders and Bid Data Sheet.
10. We agree that the purchaser shall merge routes of nearby destinations, aggregate cargo and select the most efficient type of vehicle for the merged destinations. To arrive at the unit trip cost for the merged destinations applicable to the selected type of vehicle, the purchaser shall apply the scheme provided in the Instructions to Bidders and Bid Data Sheet. Notwithstanding the purchaser's selected type of vehicle and total cost of an assignment, the bidder may use alternative vehicles to execute the same service provided that the total invoice billed to the purchaser does not exceed the agree total cost.
11. The contractor shall be responsible for the safe movement of its vehicles, programs' commodities to and from the dispatch place and final destination.
12. The contractor and the purchasing entity are bound by all the General and special terms of the contract contained in this bidding documents.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor
Entity

Signature of the Procuring

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:



Witness:

(Name, Title and Address)



Witness

(Name, Title and Address)



PART 2. SECTION IV: FORM OF INTEGRITY PACT

Contract No.

_____ Dated

_____ Contract Value:

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:



[Seal]



[Seal]



PART 2. SECTION V:

(Bank Guarantee)

(Bank Guarantee)

Guarantee No.

Executed on

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:

Name of Principal (Tenderer) with address:

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

Tender Reference No. _____ Date of Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the

_____, (hereinafter called The “Employer”) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for



(Particulars)

of Tender) to the said Employer; and

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

- (1) That the Tender Security shall remain valid for a period of 30 days beyond the period of validity of the tender;
- (2) That in the event of;
 - (a) The Principal withdraws his Tender during the period of validity of Tender, or
 - (b) The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or
 - (c) Failure of the successful tenderer to
 - (i) Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or
 - (ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated



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

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

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

Guarantor (Bank)

Witness: 1 Signature_____

1_____2. Name_____

_____3.
 Title_____ Corporate

Secretary (Seal)

2_____

 (Name, Title & Address)

 Corporate

Guarantor (Seal) (Seal)





PART 2. SECTION VI: FORM OF PERFORMANCE SECURITY OR GUARANTEE

(On Non-Judicial Stamp Paper of the Government of Pakistan of PKR 500) value)

Guarantee No.

Date of Issue

Date of Expiry

Amount Secured _____

To:

National Coordinator, Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS _____

“the Contractor”) has undertaken in pursuance of Contract to execute

(hereinafter

called “the Contract”).

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank or Insurance Bond from an approved and duly recognized as AA rating insurance company for the sum specified therein as security for compliance with his obligations in



accordance with the Contract.

NOW THEREFORE, we (the bank)

affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs.____ (Rupees_____only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs _____(Rupees _____only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to_____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 100% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date _____



PART 2. SECTION VII: FORM OF UNDERTAKING

I have read the terms and conditions thoroughly regarding “Tender dated _____, I hereby undertake to abide by these terms & conditions in letter and spirit.

Signature: _____

Name of Authorize Person: _____

Name of Firm & Full Address with Stamp:

Dated: _____



PART 3. SECTION I: GENERAL CONDITIONS OF CONTRACT (GCC)

A. DEFINITION AND CORRUPT PRACTICES

1. Definitions

1.1 The headings and titles of these General Conditions of Contract (GCC) shall not limit, alter or affect the meaning of the Contract.

1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

“Day” means calendar day. “Month” means calendar month.

“GCC” means the General Conditions of Contract.

“Party” means the Purchasing entity or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons engaged by the Contractor or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

“Purchasing Entity” means the entity purchasing the Services, as specified in the Agreement.

“Contractor” 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 Purchasing entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Contractor.

“SCC” means the Special Conditions of Contract.

“Services” means the services to be performed by the Contractor as described in the contract.

“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 Services to be provided or execution of any part of the Services is subcontracted by the Contractor.

The word “Government” shall mean the Government of the Islamic Republic of Pakistan.

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



Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Purchasing entity and the Contractor.

2. Corrupt Practices

2.1 It is the Islamic Republic of Pakistan's policy to require that Purchasing Entities, as well as Bidders and Contractors, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Islamic Republic of Pakistan:

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, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

2.2 The Contractor shall permit the Islamic Republic of Pakistan and the funder to inspect the Contractor's accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Islamic Republic of Pakistan and the funder, if so required by the Government or the funder.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Purchasing entity may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Purchasing entity or of a Contractor, during the procurement or



the execution of that contract, without the Purchasing entity having taken timely and appropriate action satisfactory to the Islamic Republic of Pakistan to remedy the situation.

B. THE CONTRACT

3. Contract Documents:

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Contractor's Bid as amended by clarifications,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements in Schedule,
- (f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

3.3 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.

3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Purchasing entity or the Contractor may be taken or executed by the authorised representatives specified in the SCC.

3.5 The Contract constitutes the entire agreement between the Purchasing entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.



4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan unless otherwise specified in the SCC.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchasing Entity, shall be written in English unless specified otherwise in the SCC.

6. Notices

6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorized representative of the Party at the address specified in the SCC.

6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7. Assignment

7.1 The Purchasing entity or the Contractor shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8. Subcontracting

8.1 The Contractor shall request approval in writing from the Purchasing entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

9. Change Orders and Contract Amendments

9.1 The Purchasing entity may at any time request the Contractor through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract, subject to SCC



10. Change in Laws

10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Islamic Republic of Pakistan or 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 Statement of Requirements in Schedule of requirements and/or the contract, then such Statement of Requirements in Schedule and/or Contract shall be correspondingly increased or decreased, to the extent that the Contractor 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 contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11. Taxes and Duties

- 11.1 The Contractor shall bear and pay all taxes, duties, and levies imposed on the Contractor, by all municipal, state or national government authorities, both within and outside the Islamic Republic of Pakistan, in connection with the provision of the Services to be supplied under the Contract.
- 11.2 For the purpose of the Contract, it is agreed that the Unit Trip Prices specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Islamic Republic of Pakistan (called “tax” in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Price shall be made to fully take into account any such change by addition to or reduction from the Price, as the case may be.

12. Force Majeure

12.1 For the purposes of the Contract, “Force Majeure” shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire,



explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 Force Majeure shall not include

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
- (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations; nor
- (c) insufficiency of funds or failure to make any payment required hereunder.

12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
- (b) minimise the consequences of any event of Force Majeure.

12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than twelve (12) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to a negotiated payment limited to the costs reasonably and necessarily incurred by them due to Force Majeure period. See examples under SCC for common force majeure situations and how they will be handled.

12.7 Not later than six (06) hours after the Contractor, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.



13. Suspension of Assignment

- 13.1 The Purchasing entity may, by written notice of suspension of the assignment to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:
- (a) specify the nature of the failure; and
 - (b) request the Contractor to remedy such failure within a period not exceeding thirty days after receipt by the Contractor of such notice of suspension.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment must be asserted within twenty-eight days from the date of the Contractor's receipt of the Purchasing Entity's change order.
- 13.3 Prices to be charged by the Contractor for any additional Services or any related Supplies or Works 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 Contractor for similar services or quoted by the contractor for similar or related work or services.

14. Termination

- 14.1 The Purchasing entity may, by not less than five days written notice of termination to the Contractor (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than 10 days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:
- (a) the Contractor fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
 - (b) the Contractor becomes, or if any of the Contractor's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other



than for a reconstruction or amalgamation) in such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchasing Entity;

- (c) the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
- (d) the Contractor submits to the Purchasing entity a statement which has a material effect on the rights, obligations or interests of the Purchasing entity and which the Purchasing entity knows to be false;
- (e) the Contractor is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than three days;
- (f) the Purchasing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
- (g) the Contractor, in the judgment of the Purchasing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

14.2. Termination for Convenience

- (a) The Purchasing Entity, by notice sent to the Contractor, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for the Purchasing Entity's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Supplies or Services that are complete and ready for shipment within five (05) days after the Contractor's receipt of notice of termination shall be accepted by the Purchasing entity at the Contract terms and prices. For the remaining supplies or services, the Purchasing entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and Prices: and/or
 - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Supplies or services and related services previously procured by the Contractor.



- 14.3 The Contractor may, by not less than ten (10) days written notice to the Purchasing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:
- (a) the Purchasing entity fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Contractor that such payment is overdue;
 - (b) the Purchasing entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Purchasing entity of the Contractor's notice specifying such breach;
 - (c) the Contractor is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (d) the Purchasing entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15. Cessation of Rights and Obligations or Services

- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (c) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - (d) any right which a Party may have under the Governing Laws.



16. Cessation of Services

16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

17. Settlement of Disputes

17.1 The Purchasing entity and the Contractor 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 or interpretation thereof.

17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within fifteen days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with formal mechanism specified in the SCC.

18. Liquidated Damages

18.1 If so, stated in the SCC, the Contractor shall pay liquidated damages to the Purchasing entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Purchasing entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

18.2 If the Completion Date is extended after liquidated damages have been paid, the Purchasing entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

19. Commencement of Services

19.1 The Contractor shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.

19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.



20. Completion Period and Completion of the Services

- 20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.
- 20.2 The completion of the Services shall be in accordance with the Agreement.

C. OBLIGATIONS OF THE PURCHASING ENTITY

21. Provision of Information and Assistance

- 21.1 The Purchasing entity shall supply the Contractor with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Purchasing entity at the end of the period of the Contract.
- 21.2 The Purchasing entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 The Purchasing entity shall give the Contractor access to its premises, where required for the performance of the Services, and assist the Contractor with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D. PAYMENT

22. Price

- 22.1 The 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.
- 22.2 The Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services, loading and offloading services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 22.3 The Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.



23. Price Adjustments

23.1 The unit prices per trip shall be fixed for the first year of the contract. However, the prices may be varied at the start of every contract extension period using the Scheme provided in the Instructions to Bidders and Bid Data Sheet.

24. General Payment Procedure

- 24.1 In consideration of the Services performed by the Contractor under the Contract, the Purchasing entity shall make to the Contractor such payments in such manner as is provided by the Contract.
- 24.2 Payments made by the Purchasing entity shall be made in response to requests for payment made by the Contractor. The Contractor's request for payment shall be made to the Purchasing entity in writing by production of an invoice supported by the documentation required and as specified in the SCC.
- 24.3 Unless otherwise specified in the SCC, payments shall be made by the Purchasing Entity, no later than thirty days after submission of a request for payment by the Contractor and its certification by the Purchasing Entity. The Purchasing entity shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, the Purchasing entity shall promptly advise the Contractor of the reasons for rejection.
- 24.4 The Purchasing entity shall not unreasonably withhold any undisputed portion of a request for payment. The Purchasing entity shall notify the Contractor of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Contractor, the Purchasing entity may add or subtract the difference from any subsequent payments.
- 24.5 Any amount which the Purchasing entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Contractor to the Purchasing entity within thirty days after receipt by the Contractor of a notice thereof. Any such claim by the Purchasing entity for reimbursement must be made within twelve



months after receipt by the Purchasing entity of a final statement approved by the Purchasing Entity.

25. Advance Payment Guarantee

25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Contractor of an irrevocable bank guarantee or an on-demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

E. OBLIGATIONS OF THE CONTRACTOR

26. Obligations of the Contractor

26.1 The Contractor shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

26.2 The Contractor shall respect and abide by all laws and regulations in force. The Contractor shall indemnify the Purchasing entity against any claims and proceedings arising from any infringement by the Contractor, its sub-contractors or their employees of such laws and regulations.

26.3 The Contractor shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Purchasing entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Contractor shall always act, in respect of any matter relating to this Contract, to safeguard the Purchasing Entity's legitimate interests, pursuant to Conditions of this Contract

26.4 The Contractor shall obtain the Purchasing Entity's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Contractor shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
- (b) Any other action that may be specified in the SCC.



26.5 The Contractor shall furnish the Purchasing entity with any personnel data or information required by the Purchasing entity to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27. Eligibility

27.1 The Contractor and its Subcontractors should be eligible to conduct business in Pakistan

28. Code of Conduct

28.1 The Contractor shall at all times refrain from making any public statements concerning the Services without the prior approval of the Purchasing Entity, and from engaging in any activity which conflicts with its obligations towards the Purchasing entity under the contract. It shall not commit the Purchasing entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29. Indemnification

29.1 At its own expense, the Contractor shall indemnify, protect and defend, the Purchasing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

29.2 At its own expense, the Contractor shall indemnify, protect and defend the Purchasing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Contractor's failure to perform its obligations provided that:

- (a) the Contractor is notified of such actions, claims, losses or damages not later than fifteen (15) days after the Purchasing entity becomes aware of them;
- (b) the ceiling on the Contractor's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Contractor's willful misconduct;
- (c) The Contractor's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.



- 29.3 The aggregate liability of the Contractor to the Purchasing entity shall not exceed the total contract value or such other amount specified in the SCC.
- 29.4 The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Purchasing entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or
- the improper execution of the Contractor's instructions by agents, employees or independent contractors of the Purchasing Entity.
- 29.5 The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

30. Insurance to be Taken Out by the Contractor

- 30.1 The Contractor shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Purchasing entity as shall be specified in the SCC.
- 29.2 The Contractor shall at the Purchasing Entity's request, provide evidence to the Purchasing entity showing that such insurance has been taken out and maintained.

31. Accounting, Inspection and Auditing

- 31.1 The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time, charges and costs.



F. PERFORMANCE OF THE SERVICES

32. Scope of Services

32.1 The Services to be provided shall be as specified in the Statement of Requirements in Schedule in the Contract.

32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements in Schedule.

33. Contractor's Personnel

33.1 The Contractor shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Contractor shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Contractor shall ensure that a manager, acceptable to the Purchasing Entity, takes charge of the performance of the Services.

34. Working hours of the Personnel

34.1 The Contractor shall work the hours agreed with the Purchasing entity where not specified in the Statement of Requirements in Schedule requirement or the SCC.

35. Replacement of Personnel

35.1 If the Purchasing entity requests the Contractor to remove a person who is a member of the Contractor 's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the assignment within twelve (12) hours and has no further connection with the work in the Contract.

35.2 The Contractor shall notify the Purchasing entity of any changes in key staffs that may impact the implementation of the contract.

36. Performance Security

36.1 If so, stated in the SCC, the Contractor shall, within seven (7) days of the notification of contract award/Acceptance Letter, provide a Performance Security for the due performance of the Contract



in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Purchasing Entity.

- 36.2 The proceeds of the Performance Security shall be payable to the Purchasing entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 36.3 The Performance Security shall be in one of the forms stipulated by the Purchasing entity in the SCC, or in another form acceptable to the Purchasing Entity.
- 36.4 The Performance Security shall be discharged by the Purchasing entity and returned to the Contractor not later than twenty-eight (28) days following the date of completion of the Contractor's performance obligations under the Contract



PART 3. SECTION II: SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC clause reference	Special Conditions of Contract
GCC 3.1(f)	The other documents forming part of the Contract are: The completed Form of Bid The completed Schedule of requirement Records of pre-contract negotiations Letter of Acceptance The Contract Agreement
GCC 3.4	Authorised Representatives: The Authorised Representatives are: For the Purchasing Entity: Common Management Unit for The Global Fund Grants to fight AIDS, Tuberculosis and Malaria (ATM), For the Contractor: (to be filled by the best evaluated bidder)
GCC 4.1	Law: The Governing Law shall be the Law of the Islamic Republic of Pakistan.
GCC 5.1	Language: The language of the contract shall be English. Documents in Urdu shall be accepted provided they are accompanied with a copy translated in English language.
GCC 6.1	For notices, the Purchasing Entity's address shall be: CMU for AMTs, (as mentioned in Bidding Data)
	For notices, the Contractor 's address shall be: <hr/>
GCC 12.6	Force Majeure, examples and calculation of modified payment: (a) The government or government security forces stop the contractor from delivering goods to a certain location: the contractor shall be reimbursed for transporting the program supplies up to the location where the shipment was stopped or the extra cost of diverting the shipment through an alternative route. The contractor shall request and seek approval from the purchasing entity prior to taking any alternative course of action.



The payment to the contractor shall be prorated based on the route price and distance for that route.

(b) Due to a force majeure situation, in case a vehicle with shipment has to stay overnight at a given location, subject to approval of the purchasing entity. The contractor shall be entitled to per diem for the personnel transporting the shipment at the purchasing entity's rates, charges for overnight security, packing fees and an additional 50% per day of the contract shipment cost for that route.

(c) After delivery of a shipment to a named destination, on its return journey, the force majeure situation forces the vehicle to divert or have an overnight stay on its return: this shall be the full responsibility of the contractor and no extra cost shall be paid by the purchasing entity.

(d) Due to a force majeure situation, before or after loading the vehicle, the trip is cancelled with approval of the purchasing entity, prior to departing the dispatch area. In case the vehicle is not yet loaded, the contractor shall not be entitled to any payment for the cancelled trip. In case the vehicle was loaded and a decision is made to offload the vehicle and cancel the trip, the contractor shall be entitled to 50% of the route price of the cancelled trip. In case the vehicle was loaded and a decision is made not to offload the vehicle, resulting into overnight stay of the vehicle at the dispatch warehouse, the contractor shall be entitled to only 50% of price for that route per day of overnight stay; packing fees and overnight security if not provided by the purchasing entity; but per diem for vehicle personnel shall not apply.

GCC 17.2 Dispute settlement: A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the CMU Office, Islamabad

GCC 18.1 Liquidated Damages apply.

The liquidated damage shall be 2% of the quoted route cost per day of delayed performance of the service.

The maximum amount of liquidated damages shall be: 10% of the quoted route cost



- GCC 19.1 Commencement: After signing of the contract, a work order will be issued (whenever required by the CMU) to communicate the desired date and place of the service
- GCC 20.1 Completion: The Services is expected to be completed within 5 days' time w.e.f. the date of issuance of each work order;
- GCC 22.2 Excluded costs:
Weighting of the commodities at dispatch and destination points.
- GCC 22.3 Payment Schedule: The payment schedule shall be 100% upon satisfactory completion of services. Partial payment for completed deliveries shall be accepted.
- GCC 24.2 Documentation for Payment: The following documentation shall be required to support invoices requesting payments:
Copy of the contract
Copy of the work order
Records of dispatch from the warehouse
Records acknowledgement of receipt of shipment at the final destination
Invoices
Records supporting approval of any additional payments
- GCC 24.3 Payment Period: Payment shall be made by the Purchasing entity within thirty (30) days of receipt of the invoice and the relevant documents specified in Clause 24.2.
- GCC 25.1 An Advancement Payment request shall not be accepted.
- GCC 26.4(b) The Purchasing Entity's prior approval: The Purchasing Entity's prior approval is also required for assignment of the contract.
- GCC 29.3 Total Liability: The total liability under the Contract shall be 120% of the total value of the services quoted by the bidder.
- GCC 30.1 Insurance taken out by Contractor: The risks and coverage shall be:
(i) Third Party motor vehicle



- (ii) Third Party liability
- (iii) Employer's liability and workers' compensation
- (iv) Professional liability
- (v) Loss or damage to equipment and property
- (vi) In-transit insurance arrangements of all during transportation

GCC 34.1 Working hours: The Contractor will determine the working hours of its personnel but the contractor must make effort to ensure that shipment is received at the final destination, offloaded and inspected by/ before 05:00PM (local time).

Contractor's actions that may lead to overtime or overnight stay of the vehicle shall not be claimed from the purchasing entity.

Purchasing entity's actions or inactions or that of Purchasing entity's actors at the final destination of the shipment, that may lead to overtime or overnight stay of the vehicle shall be promptly notified to the Purchasing entity and a way forward agreed. If this lead to overtime work on the part of the contractor's workers, the purchasing entity shall pay the contractors workers an overtime fee at the government set rates. If Purchasing entity's actions or inactions or that of Purchasing entity's actors at the final destination of the shipment lead to overnight stay of the vehicle and its personnel, this will be handled as stipulated GCC 12 and associated SCC.

GCC 36.1 Performance Security: A Performance Security be required.

The amount and currency of the Performance Security shall be Pakistan Rupees Five Hundred Thousand (PKR 500,000.00). However, the secondary contractor (Provisional contractor) shall not be required to submit a performance guarantee, since the purchaser does not guarantee execution of any assignment.

GCC 36.3 Form of Performance Security: The forms of acceptable Performance Security are: form of Bank Draft/ Pay-Order or Irrevocable Bank Guarantee