

Standard Bidding Document

PROCUREMENT OF CLEARING AND FORWARDING AGENTS /
FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS /
GOODS FROM SEA PORTS IN KARACHI AND AIRPORTS IN
KARACHI, LAHORE AND ISLAMABAD FOR 02 YEARS (2026-28)
(Non-Consulting Services)

National

Single Stage-Two Envelope



January 16, 2026

*Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative
C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh
(Province).*

Phone: +92-301-358-1684, Email: crrk.wapda@gmail.com

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

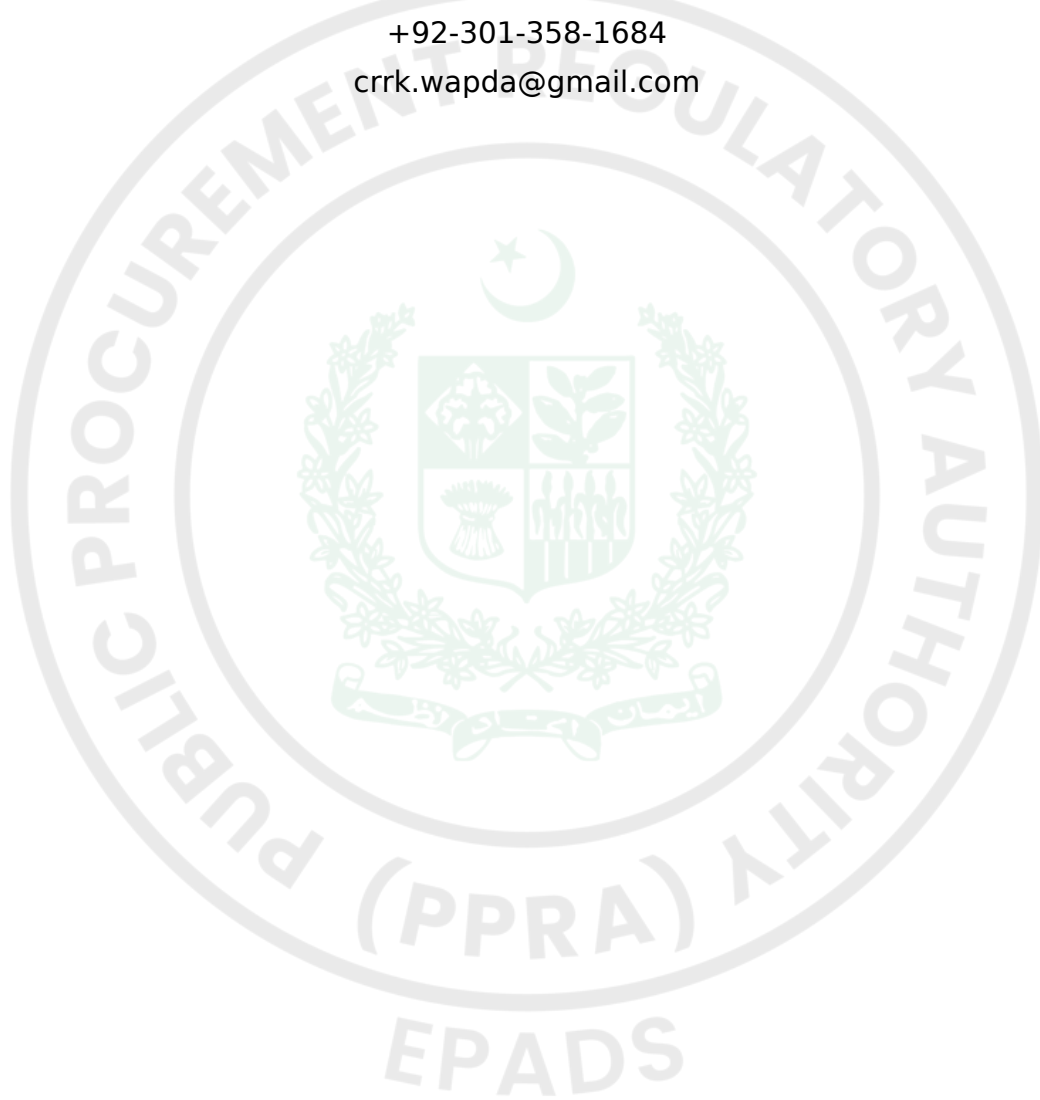
1. The **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA)** has reserved Funds for the procurement planned for FY **2025-26**. The **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**PROCUREMENT OF CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS FROM SEA PORTS IN KARACHI AND AIRPORTS IN KARACHI, LAHORE AND ISLAMABAD FOR 02 YEARS (2026-28)**”
2. The **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2025 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, February 9, 2026 12:00 PM**. E-bids will be opened on the same day at **Monday, February 9, 2026 12:30 PM**. Manual submission of Bids shall not be entertained

In terms of Rules 65 of Public Procurement Rules, 2025 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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WAPDA), Chief Resident Representative
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(District), Karachi (Division), Sindh (Province).

+92-301-358-1684

crrk.wapda@gmail.com





Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraud & Corruption

3.1. As defined under Rule 2(j) of Public Procurement Rules, 2025.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security

or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is

permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell

22.1. As per Rule 10 of Public Procurement Rules, 2025
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

23. Opening & Evaluation of Bids by the Bid Evaluation Committee

23.1. As per Rule 11 of Public Procurement Rules, 2025
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

24. Third Party Validation

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. Confidentiality

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. Preliminary Examination of Bids

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. Examination of Terms and Conditions, Technical Evaluation

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications**

and Schedule of Requirements, prescribed in the bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.

31. **Conversion to Single Currency**

31.1. As per Rule 42 of Public Procurement Rules, 2025.

32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2025 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS**.

33. Determination of Most Advantageous Bids

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. Abnormally Low Financial Bids

34.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

34.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

34.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

35. Rejection of Bids

35.1. As per Rule 45 of Public Procurement Rules, 2025

36. Cancellation of procurement

36.1. As per Rule 46 of Public Procurement Rules, 2025

37. Single Responsive Bid

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2025.

38. Alternate Dispute Resolution (ADR)

38.1. As per Rule 66 of Public Procurement Rules, 2025

39. Arbitration Clause

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. Fee of the Arbitrator

40.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

41. Socio-economic development

41.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. Environmental objectives

42.1. As per Rule 64 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. Appointment of Contract Manager

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2004.

44. Criteria of Award

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. Procuring Agency's Right to reject All Bids

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. Procuring Agency's Right to Vary Quantities at the Time of Award

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. Notification of Award

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. Arbitration

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. Corrupt & Fraudulent Practices

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

54. GRC Procedure

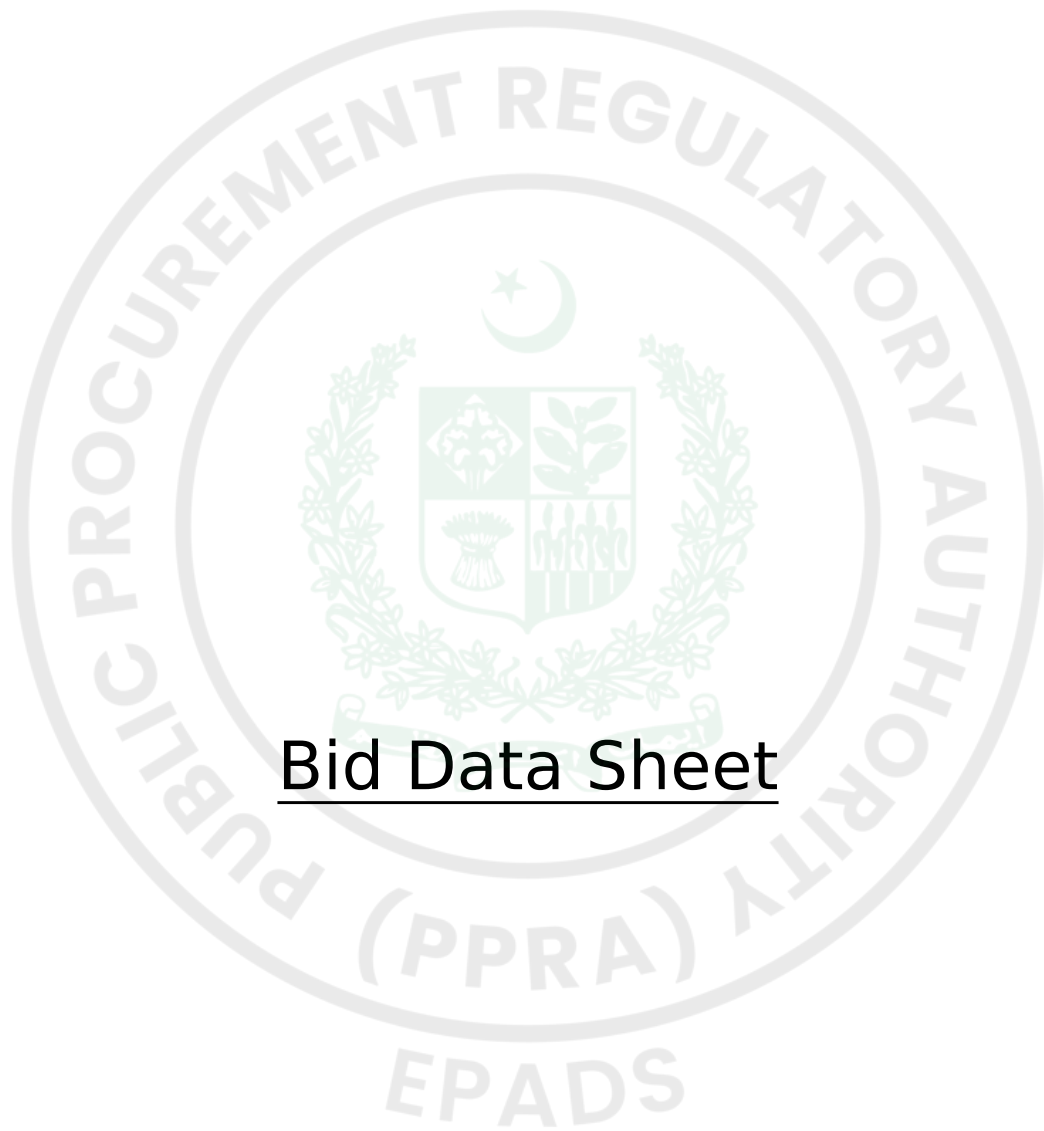
54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 65 of the Public Procurement Rules, 2025 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2025 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency: Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA)</p> <p>The subject of procurement is: PROCUREMENT OF CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS FROM SEA PORTS IN KARACHI AND AIRPORTS IN KARACHI, LAHORE AND ISLAMABAD FOR 02 YEARS (2026-28)</p> <p>Expected commencement date: Tuesday, February 24, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name and identification number of the Contract: P9401</p>
3.	4.6	<p>JV/Consortium or Association Allowed: Yes</p> <p>Number of JV/Consortium Members: 2</p>

B. Bidding Documents

4.	7.1	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Wednesday, February 4, 2026
5.	8.1	Any addendum, in case issued, shall be published on Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA) website and on EPADS v2.0 .
6.	9.1	List of documents required along with the bid: No
7.	11.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	7.6	Services and Their related documents: <i>See section Required Services and Scope of Work</i>
9.	13.1 & 13.2	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	7.6.2	Specifications: <i>see section of specifications.</i>

C. Preparation of Bids

11.	13.5	The price shall be Fixed .
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12.	15.1	Currency of the Bids shall be : PKR (Rs) - Pakistan
13.	16.1	The Bids/Bid Validity period shall be: 90 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6 The Bid Security shall be in the form of: Pay Order, Call at Deposit
15.	17.3	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.
16.	18.1	Alternative Bids to the requirements of the bidding documents will not be permitted.
D. Submission of Bids		

17.	21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Monday, February 9, 2026 12:00 PM</p>
<p>E. Opening and Evaluation of Bids</p>		
18.	26.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Monday</p> <p>Date: Monday, February 9, 2026</p> <p>Time : 12:30 PM</p>
19.	32.1	<p>Selection technique adopted will be: Quality and Cost Based Selection (QCBS) <i>see Evaluation Criteria</i></p>
<p>F. Award of Contract</p>		
20.	49.1	<p>The Performance guarantee shall: 10.00%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Bank Guarantee</p>
21.	51.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

G. Review of Procurement Decisions

22.	53.1	Grievence against this procurement shall be submitted online on EPADS v2.0.
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Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	Registrar of Firms

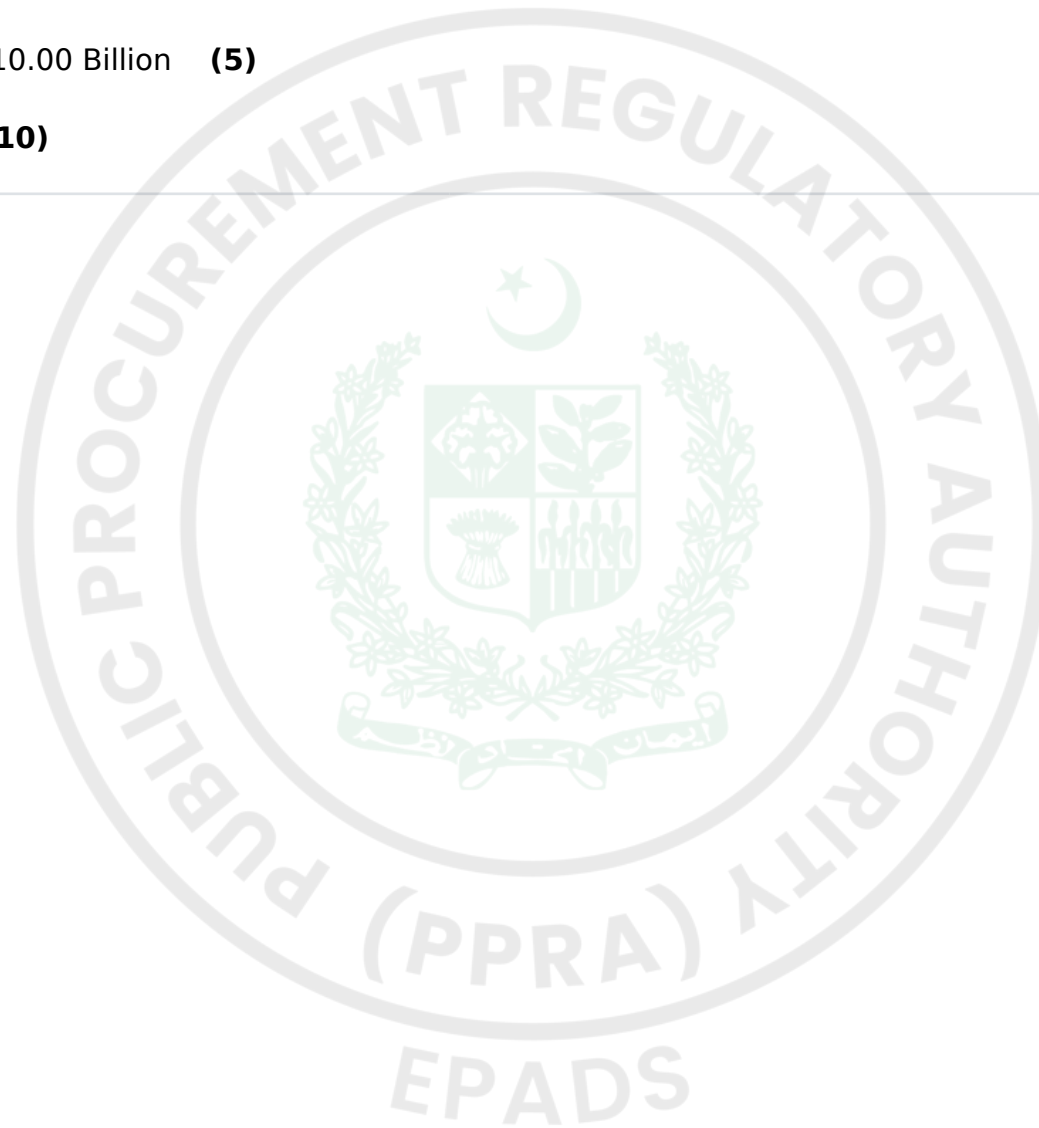
Eligibility Criteria	Document
A valid custom license	Yes
Five years experience of Custom Clearance of heavy machinery, power plant equipment, transformers and spare parts.	Yes
Registered with Income and Sales Tax departments and appearing in active tax payer (ATL) list of FBR	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks		70
Passing Marks		49
		Marks
Experience of Firm	Qualitative	10
For Less than 5 Years	(0)	
For 5 Years	(4)	
For 6 Years	(5)	
For 7 Years	(6)	
For 8 Years	(7)	
For 9 Years	(8)	
For 10 Years	(9)	
For more than 10 Years	(10)	

Performance of Firm (Based on Custom Clearance Import Value) Qualitative	10
Up to Rs.5.00 Billion (2)	
From Rs.5.00 Billion to Rs.10.00 Billion (5)	
More than 10.00 Billion (10)	



Economy (Demurrage charges (based on latest 03 years average basis)

Qualitative

20

Demurrage 'Nil' **(20)**

Demurrage from Rs.1.00 to Rs.100,000.00 **(19)**

Demurrage from Rs.100,001.00 to Rs.200,000.00 **(18)**

Demurrage from Rs.200,001.00 to Rs.300,000.00 **(17)**

Demurrage from Rs.300,001.00 to Rs.400,000.00 **(16)**

Demurrage from Rs.400,001.00 to Rs.500,000.00 **(15)**

Demurrage from Rs.500,001.00 to Rs.600,000.00 **(14)**

Demurrage from Rs.600,001.00 to Rs.700,000.00 **(13)**

Demurrage from Rs.700,001.00 to Rs.800,000.00 **(12)**

Demurrage from Rs.800,001.00 to Rs.900,000.00 **(11)**

Demurrage from Rs.900,001.00 to Rs.1,000,000.00 **(10)**

Demurrage from Rs.1,000,001.00 to Rs.1,100,000.00 **(9)**

Demurrage from Rs.1,100,001.00 to Rs.1,200,000.00 **(8)**

Demurrage from Rs.1,200,001.00 to Rs.1,300,000.00 **(7)**

Demurrage from Rs.1,200,001.00 to Rs.1,400,000.00 **(6)**

Demurrage from Rs.1,300,001.00 to Rs.1,500,000.00 **(5)**

Demurrage from Rs.1,400,001.00 to Rs.1,600,000.00 **(4)**

Demurrage from Rs.1,500,001.00 to Rs.1,700,000.00 **(3)**

<p>Manpower Strength (Detail of Technical Staff) <u>Qualitative</u></p> <p>Less than 4 No. Clearing Staff (0)</p> <p>For 4 No. Clearing Staff (1)</p> <p>For 8 No. Clearing Staff (2)</p> <p>For 12 No. Clearing Staff (3)</p> <p>For 16 No. Clearing Staff (4)</p> <p>For 20 No. and more Clearing Staff (5)</p>	5
<p>Business Spread <u>Qualitative</u></p> <p>For office in Karachi (2)</p> <p>For office in Karachi with office in one more city (3)</p> <p>For office in Karachi with offices in two more city (4)</p> <p>For office in Karachi with offices in three and more city (5)</p>	5
<p>Membership / Affiliation <u>Qualitative</u></p> <p>Member of Custom Agents Association (3)</p> <p>Member of Custom Agents Association AND Karachi Chamber of Commerce and Industries (5)</p>	5

<p>Firm Status <u>Qualitative</u></p> <p>Sole Proprietor / Partnership (2)</p> <p>Limited Company (5)</p>	5
<p>Financial Health (Average Turnover for Last 3 Years) <u>Qualitative</u></p> <p>Turnover up to Rs.10.00 Million (3)</p> <p>Turnover exceeding Rs.10.00 Million up to Rs.20.00 Million (5)</p> <p>Turnover exceeding Rs.20.00 Million (7)</p>	7
<p>Income Tax and Sales Tax Return <u>Qualitative</u></p> <p>Income Tax and Sales Tax Return for Tax Year 2025 (1)</p> <p>Income Tax and Sales Tax Return for Tax Year 2025 and Tax Year 2024 (2)</p> <p>Income Tax and Sales Tax Return for Tax Year 2025, Tax Year 2024 and Tax Year 2023 (3)</p>	3

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
SERVICES FOR CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS	Address: C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East, Karachi, Sindh Schedule: 2026-28 Quantity: 24	24	200000

Related Services :

No



Services Specifications

Positions Without Lots :

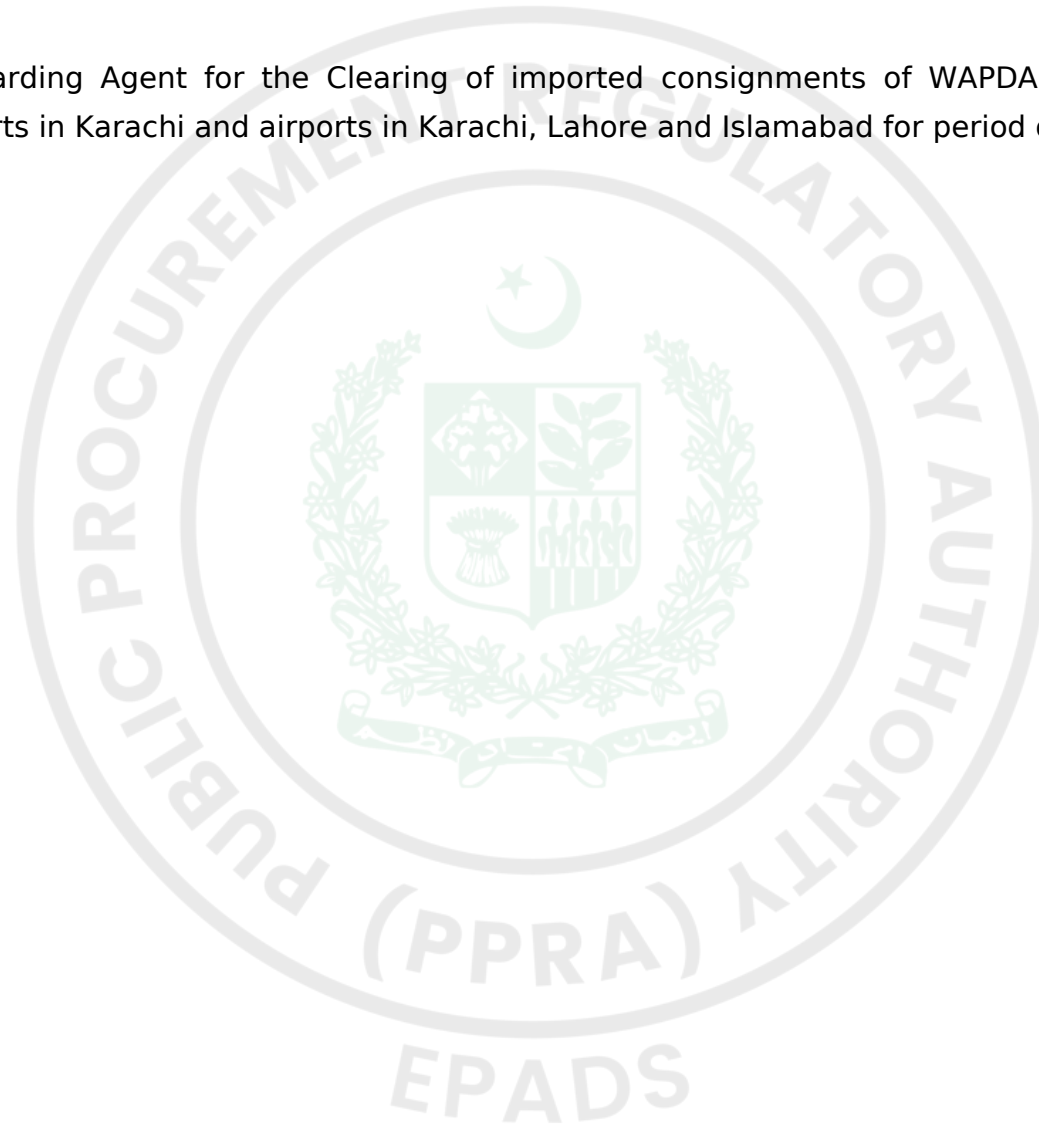
Position: SERVICES FOR CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS

Specifications / Requirements:

Title	Description
Service Required for Custom Clearing Agent	Time Period: 2 Years (2026-2028)
No. of Clearing Agent Required	01

Scope of Work

Services of Clearing & Forwarding Agent for the Clearing of imported consignments of WAPDA and its subsidiaries/Ex-Wapda corporate entities from seaports in Karachi and airports in Karachi, Lahore and Islamabad for period of two years **2026-2028**.



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. **Commencement, Completion, Modification, and Termination of Contract**

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. 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.

12. Modification

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

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

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

13.3. Extension of Time

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

13.4. Payments

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 continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter 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;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

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

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

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

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Definitions</p> <p>The Procuring Agency is: Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).</p> <p>The Supplier is:</p> <p>The title of the subject procurement is:PROCUREMENT OF CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS FROM SEA PORTS IN KARACHI AND AIRPORTS IN KARACHI, LAHORE AND ISLAMABAD FOR 02 YEARS (2026-28)</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in English.</p>

EPADS

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). +92-301-358-1684 crrk.wapda@gmail.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). +92-301-358-1684 crrk.wapda@gmail.com</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>

GCC 8	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p>Expiration of Contract:</p> <p>The time period shall be</p>
GCC 14	<p>Termination</p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
GCC 16	<p>Conflict of Interest:</p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p>Liquidated Damages</p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of 0.00% to 0.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee</p>
GCC 27	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p>Payment terms:</p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

GCC 29	Identifying Defects: The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.



Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P9401**

To: **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

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

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [*name of Bidder*] of [*city and country of Bidder*] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROCUREMENT OF CLEARING AND FORWARDING AGENTS / FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS FROM SEA PORTS IN KARACHI AND AIRPORTS IN KARACHI, LAHORE AND ISLAMABAD FOR 02 YEARS (2026-28) (P9401)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

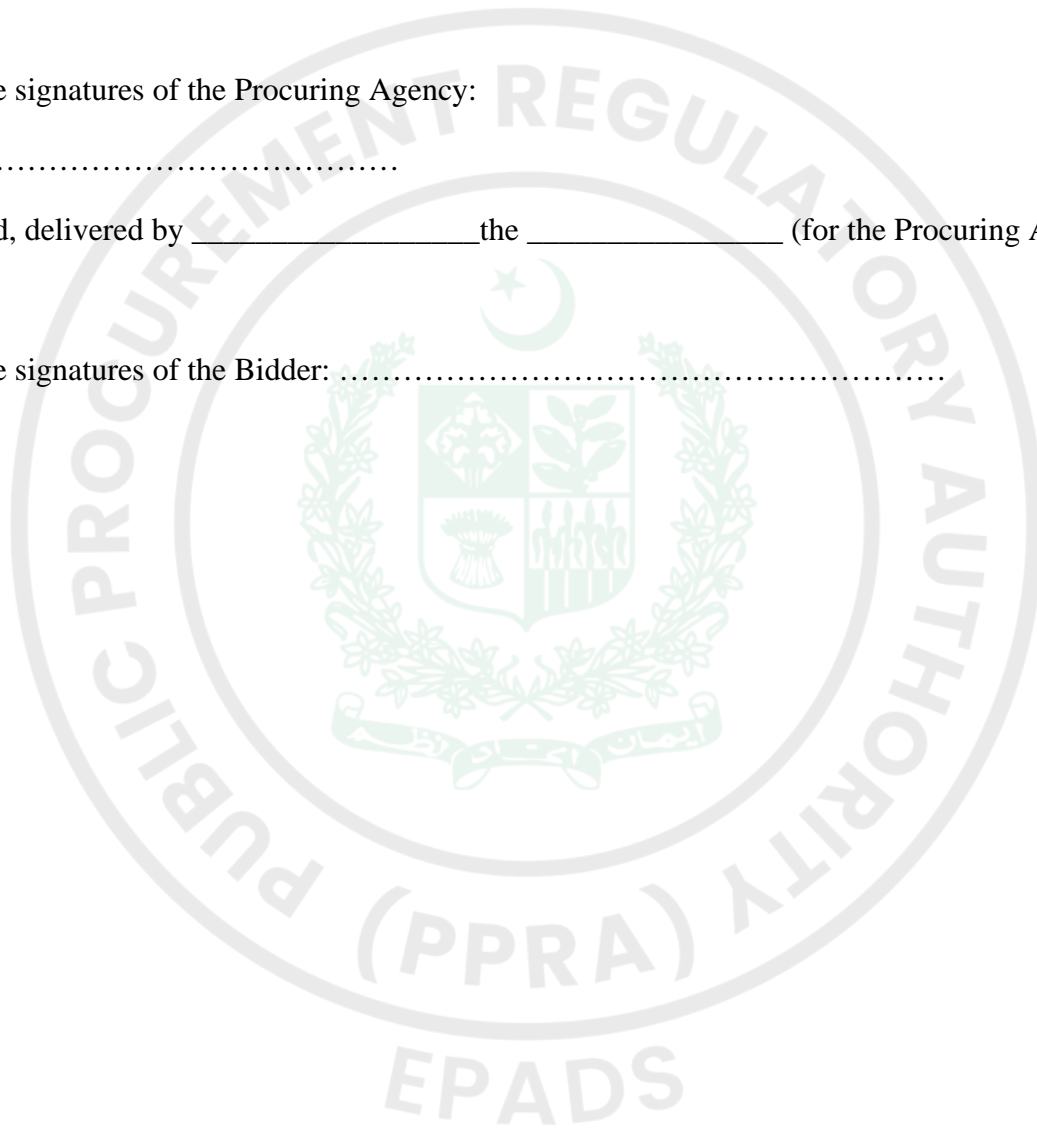
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

[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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

To: **Chief Resident Representative WAPDA (General Manager Finance (COORD) WAPDA), Chief Resident Representative C-26, Block-5, Gulshan-e-Iqbal., Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

DISPATCH ADVICE FOR PLACEMENT OF TRUCK / TRAILER (SCHEDULE 1 - ANNEX-A 1/2)

Upload Document

ANNEX-A
(Page-1/2)

C/agent Ref. No.

Dated:

CRR Ref.

To,

M/s.....Name of Transporter-----

Sub: **DISPATCH ADVICE FOR PLACEMENT OF TRUCK / TRAILER**

Ref. -PKGSOF

PER MV

VIR NO.

DATED

INDEX NO.

L/C NO.

P.O. NO.

Dear Sir,

With reference to the above, we would like to inform you that all Customs and Port formalities have been completed and the goods are stowed / lying at _____.

Kindly arrange adequate number of Truck / Trailer to take delivery from _____ on _____ for onward transportation to _____.

Please note any vehicle deployed during or after 2nd half would not be entertained for loading, the working hours as per contractual obligations are from 0900 to 1700 hours. Thereafter the delivery of consignment would be arranged on next working day & this office will not shoulder any responsibility for any delays, losses & demurrages if any sustained as a result thereof.

For: **Name of Clearing and Forwarding Agent.**

CC:



CURRENT STATUS OF CONSIGNMENTS IN PIPELINE (SCHEDULE 1 - ANNEX-B)

Upload Document

To: The Chief Resident Representative
WAPDA, Bungalow No.C-26,
Block 5,
Gulshan-e-Iqbal, Karachi
Email:errk.wapda@gmail.com

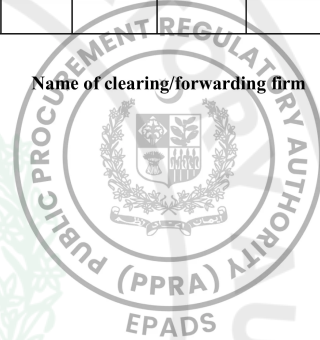
**CURRENT STATUS OF CONSIGNMENTS IN PIPELINE
FOR DELIVERY FROM PORT
(AS ON XX-XX-XXXX)**

ANNEX-B

Our Ref#	P.O.#	LC # (If Applicable)	WAPDA Ref#	Quantity	Vessel	B/L / AWB #	IGM/ VIR#	Index	BE #& Date	Date of Assessment	Date of Examination	Remarks
1												
2												
3												
4												
5												

Note: Exceptions/Shortfall are recorded under the column of remarks. Hence needful required at your end.

Name of clearing/forwarding firm



STATEMENT FOR REQUIREMENT OF FUNDS FOR DUTY TAXES (SCHEDULE 1 - ANNEX-C)

Upload Document

C/Agent Ref.No.
CRR Ref. No.

Dated:

ANNEX-C

To,

**STATEMENT FOR REQUIREMENT OF FUNDS
FOR DUTY TAXES**

MV _____	B/L No. _____	DATED _____
IGM No. _____	DATE _____	INDEX NO. _____
QTY _____	DESC. _____	
L/C NO. - _____		
	CONT./P.O. No. _____	

Dear Sir,

Please arrange following Pay Orders for clearance of your consignment:

Value in Foreign Currency: _____
Rate of Exchange: _____
Import Value in PKR

_____ @ _____ Rs:
_____ Rs:

Customs Duty@ _____

Sales Tax@ _____

Income Tax@ _____

Total Duties _____

1. Pay Order in Favour of* _____ " **Rs:** _____
2. Pay Order in Favour of* _____ " **Rs:** _____
3. Pay Order in Favour of* _____ " **Rs:** _____

Note : Please note that the amount of duty/taxes indicated above is valid for payment up to _____ . Thereafter penal surcharge amounting to Rs: _____ per day @ 17% per annum shall be liable from the date on which such GD-1 is assessed/completed vide Finance Bill 2006 clause 8 (23) read with section 83 of custom Act 1969 (IV of 1969).

For: Name of Clearing/Forwarding Agent.

Encls:



PROVISIONAL DEMAND FOR CUSTOM DUTY AND TAXES (SCHEDULE 1 - ANNEX-D)

Upload Document

C/Agent Ref .No.
CRR Ref. No.

Dated:

ANNEX-D

The-----

Karachi

SUBJECT: **PROVISIONAL DEMAND FOR CUSTOM DUTY AND TAXES**

M.V.	IGMNO.	DATED
INDEXNO.	B/L NO.	DATED
DESCRIPTION:	NO.OFPKGS:	
L/C No.		
P.O. No.		

Dear Sir,

We would like to inform you that the custom formalities in connection with the clearance of the subject consignment is under process and the said vessel is expected to arrive on or around _____.
Please find attached dummy of GD-1 indicating the H.S. Code, rate of duty/taxes etc. leviable there on which prepared in the light of shipping documents received from your good office on _____.
Kindly check the text of the GD-1 copy attached herewith and intimate us of exception if any noted. The same would be assumed / considered to be correct in case no reply is received within 24 hours.

Value in Foreign Currency: _____
Rate of Exchange: @Rs: _____
Import Value in PKR Rs: _____
Duty@ _____
Sales Tax@ _____
Income Tax@ _____
Total: _____

Please arrange following funds for clearance of above consignment. We will give Final Demand after assessment of Bill of Entry.

01. Customs Duty and Taxes _____ Rs: _____ (Approx)
02. Excise and Taxation _____ Rs: _____ (")

For Name of Clearing/Forwarding Agent

Encl:



LIST OF OUTSTANDING CONTAINER SECURITY DEPOSIT (SCHEDULE 2 - ANNEX - F)

Upload Document

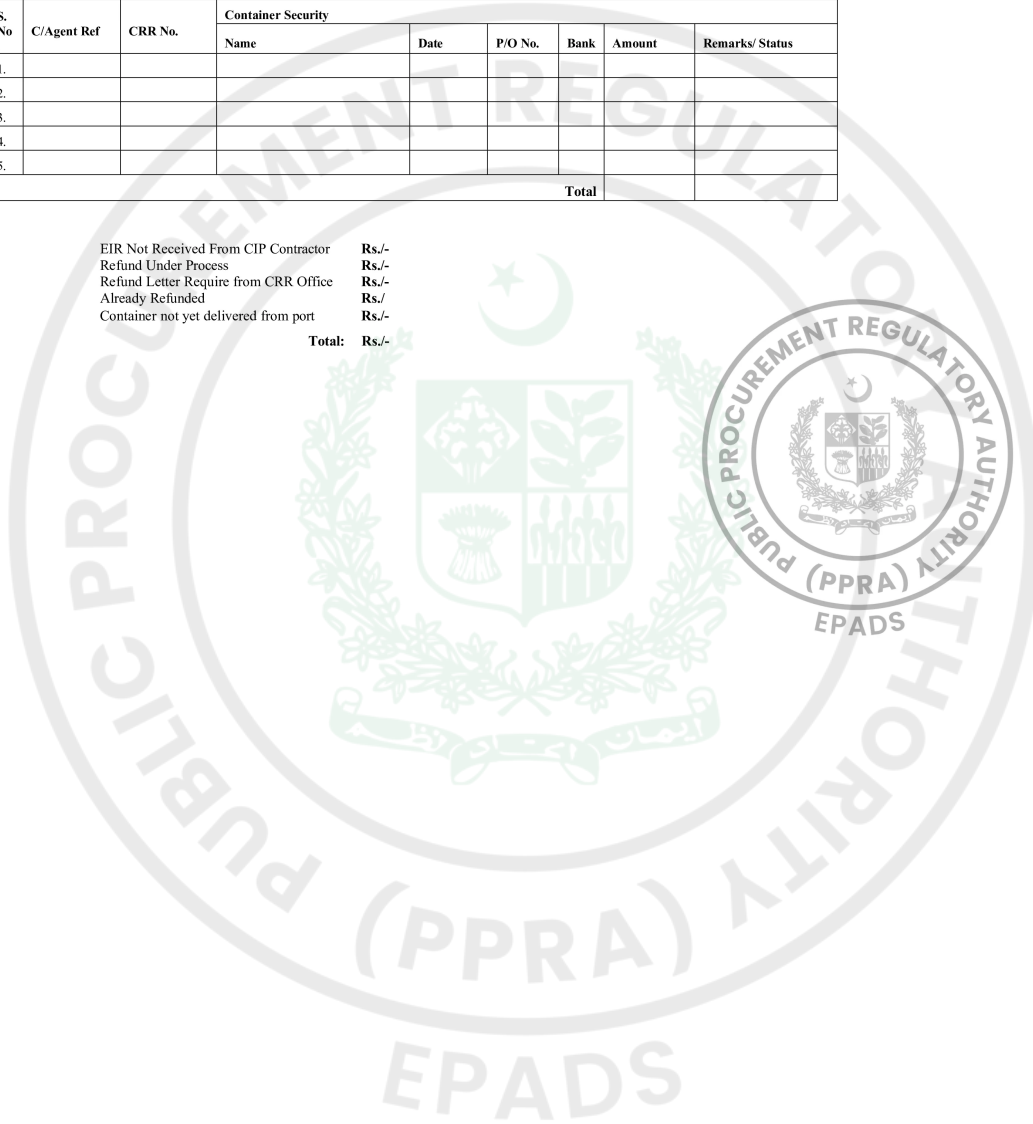
ANNEX-F

LIST OF OUTSTANDING CONTAINER SECURITY DEPOSIT (UP TO 2026)

Clearing Agent: _____

S. No.	C/Agent Ref	CRR No.	Container Security					Remarks/ Status
			Name	Date	P/O No.	Bank	Amount	
1.								
2.								
3.								
4.								
5.								
Total								

EIR Not Received From CIP Contractor Rs./-
 Refund Under Process Rs./-
 Refund Letter Require from CRR Office Rs./-
 Already Refunded Rs./-
 Container not yet delivered from port Rs./-
Total: Rs./-



TERMS OF REFERENCE (TOR) - (TECH. SPECIFICATION)

Upload Document



TERMS OF REFERENCE (TOR).

1. Undertake all work in connection with the Clearance through Land/Sea Customs & Air Unit, Postal appraisement, Port Qasim and the Karachi Port Trust of overseas Consignment(s) imported by the various Project authorities or brought in as personal baggage by the Authority's consultants and forward the same by Rail, Air or Road to the ultimate consignee(s).
2. Take all measures and give prompt information in writing to the Chief Resident Representative of any facts which might result in demurrage or detention or any loss to WAPDA.
3. Take effective measures to eliminate demurrage and to accept liability of the same if in the opinion of the Chief Resident Representative, the demurrage was due to negligence on your part or on the part of any of your associate or employees.
4. Keep constant liaison with Customs, KPT, shipping companies, Air Authority and Railway Authorities with a view to effecting prompt and expeditious delivery and dispatch of goods to ultimate consignee(s).
5. Keep constant liaison with our carriage contractor for expeditious delivery and dispatch to ultimate consignee(s) after completing the formalities of Custom/KPT/Bin Qasim port, Air port and Karachi city Government etc.
6. Keep the Chief Resident Representative informed of all salient features which might have financial repercussions or might result in delay in Clearance of consignment(s) and not to act or go beyond the scope of the terms and conditions embodied herein in this letter without prior approval of the Chief Resident Representative in writing. In emergency, however, instructions could be obtained on telephone, but on the express conditions that the instructions so given shall be confirmed in writing by you and endorsement of the officer concerned obtained on your copy on the same day. If for some reasons (viz: close of office, holiday etc) it is not possible to get endorsement on the same day, it shall be obtained on the next working day. For the purpose of such confirmation the endorsement.
7. Give timely intimation to Chief Resident Representative or the officer concerned of any bottleneck immediate or anticipated and to keep a watch till clearance has been effected.
8. Take all reasonable care in handling and forwarding the goods to the ultimate consignee(s) by road Trucks/Trailers. The term reasonable shall deemed to be under stood in the same as defined and specified in the Act relating to Carriers Liability
9. Take special case in handling fragile and hazardous cargo and ensure to meet the requirements of State Law(s), if any, in handling the hazardous goods live explosives etc.
10. Watch that the goods are not broken, spoiled, damaged during the course of examination or repacking normal wear and tear accepted.
11. Follow instructions relating to dispatch of material carefully and bring to the notice of the Chief Resident Representative or to the ultimate consignee(s) any difficulty in noting, identification, marking, bulking, weighing, segregation, repacking and un-locking before dispatching the goods. Such information shall be given immediately to avoid delay and demurrage, incorrect dispatch either in quantity or quality involving loss of time and material shall be your responsibility and the Authority shall be within its right to levy liquidated damages or penalty on all incorrect dispatches. The amount of liquidated damages shall be fixed by the Chief Resident Representative on the merit of each case. In case instructions are not clear or booking is restricted, or marks obliterated, the same shall be brought to the notice of the Chief Resident Representative in writing immediately and followed up with reminders so that clear instructions are given to you in the matter of dispatch to ultimate consignee(s).
12. Requisition of Trucks/Trailers from approved Carriage Contractor of WAPDA in appropriate time is your responsibility. You shall submit dispatch program to WAPDA's transporter 24 hours before the departure of the consignment. Failure to do so, resulting detentions, Demurrage, wrong delivery of Material shall be on your account.
13. Dispatch the goods, if so, required by goods or passenger train and to ensure that the Railway Receipt(s) is/are sent to the ultimate consignee(s) under courier/Registered cover/acknowledgement due. The Railway Receipt(s) along with the covering letter shall be sent on the same day by paying late fee, for registration, if necessary. If it is not possible to dispatch the receipt on the same day (reasons to be recorded in writing), it shall be sent on the next day. In that case a telegram/Fax shall be sent to the ultimate consignee(s) giving details of Railway Receipt(s) and date(s) and bring description of goods.
14. To take acknowledgement of goods handed over to transporter(s) submit next day to this office along with dispatch advice and Delivery Challan of the material.



FUNCTIONS AND DUTIES - (TECH. SPECIFICATION) - (Page 1 of 4)

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1A) FUNCTIONS AND DUTIES.

1. Undertake all work in connection with the Clearance through Land/Sea Customs & Air Unit, Postal appraisement, Port Qasim and the Karachi Port Trust of overseas Consignment(s) imported by the various Project authorities or brought in as personal baggage by the Authority's consultants and forward the same by Rail, Air or Road to the ultimate consignee(s).
2. Take all measures and give prompt information in writing to the Chief Resident Representative of any facts which might result in demurrage or detention or any loss to WAPDA.
3. Take effective measures to eliminate demurrage and to accept liability of the same if in the opinion of the Chief Resident Representative, the demurrage was due to negligence on your part or on the part of any of your associate or employees.
4. Keep constant liaison with Customs, KPT, shipping companies, Air Authority and Railway Authorities with a view to effecting prompt and expeditious delivery and dispatch of goods to ultimate consignee(s).
5. Keep constant liaison with our carriage contractor for expeditious delivery and dispatch to ultimate consignee(s) after completing the formalities of Custom/KPT/Bin Qasim port, Airport and Karachi city Government etc.
6. Keep the Chief Resident Representative informed of all salient features which might have financial repercussions or might result in delay in Clearance of consignment(s) and not to act or go beyond the scope of the terms and conditions embodied herein in this letter without prior approval of the Chief Resident Representative in writing. In emergency, however, instructions could be obtained on telephone, but on the express conditions that the instructions so given shall be confirmed in writing by you and endorsement of the officer concerned obtained on your copy on the same day. If for some reasons (viz: close of office, holiday etc) it is not possible to get endorsement on the same day, it shall be obtained on the next working day.
7. Give timely intimation to Chief Resident Representative or the officer concerned of any bottle-neck immediate or anticipated and to keep a watch till clearance has been affected.
8. Take all reasonable care in handling and forwarding the goods to the ultimate consignee(s) by road Trucks/Trailers. The term reasonable shall be deemed to be understood in the same as defined and specified in the Act relating to Carriers Liability
9. Take special care in handling fragile and hazardous cargo and ensure to meet the requirements of State Law(s), if any, in handling the hazardous goods live explosives etc.
10. Watch that the goods are not broken, spoiled, damaged during the course of examination or repacking normal wear and tear accepted.
11. Follow instructions relating to dispatch of material carefully and bring to the notice of the Chief Resident Representative or to the ultimate consignee(s) any difficulty in noting, identification, marking, bulking, weighing, segregation, repacking and un-locking before dispatching the goods. Such information shall be given immediately to avoid delay and demurrage, incorrect dispatch either in quantity or quality involving loss of time and material shall be your responsibility and the Authority shall be within its right to levy liquidated damages or penalty on all incorrect dispatches. The amount of liquidated damages shall be fixed by the Chief Resident Representative on the merit of each case. In case instructions are not clear or booking is restricted, or marks obliterated, the same shall be brought to the notice of the Chief Resident Representative in writing immediately and followed up with reminders so that clear instructions are given to you in the matter of dispatch to ultimate consignee(s).
12. Requisition of Trucks/Trailers from approved Carriage Contractor of WAPDA in appropriate time is your responsibility. You shall submit dispatch program to WAPDA's transporter 24 hours before the departure of the consignment. Failure to do so, resulting detentions, Demurrage, wrong delivery of Material shall be on your account.
13. Dispatch the goods, if so, required by goods or passenger train and to ensure that the Railway Receipt(s) is/are sent to the ultimate consignee(s) under courier/Registered cover/acknowledgement due. The Railway Receipt(s) along with the covering letter shall be sent on the same day by paying late fee, for registration, if necessary. If it is not possible to dispatch the receipt on the same day (reasons to be recorded in writing), it shall be sent on the next day. In that case a telegram/Fax shall be sent to the ultimate consignee(s) giving details of Railway Receipt(s) and dates(s) and bring description of goods.
14. To take acknowledgement of goods handed over to transporter(s) submit next day to this office along with dispatch advice and Delivery Challan of the material.
15. To submit daily status of consignment as per attached Schedule-1.
16. To submit monthly statement of consignments as per attached Schedule-2.

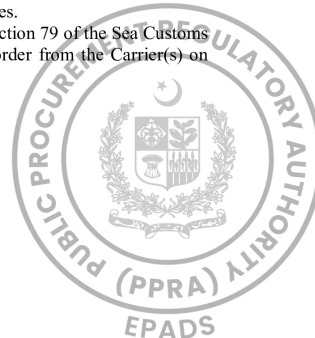
1 (B) FAILURE IN SUBMISSION OF DOCUMENTS WITHIN REASONABLE TIME.

In case you fail to submit KPT vouchers or any other relevant documents within a reasonable time (reasonable time in each individual case will be fixed by the Chief Resident Representative whose decision shall be final and binding), the Chief Resident Representative shall recover the total amount, as and when debited by the Bank, from you and if you fail to deposit the same within the time limit fixed by the Chief Resident Representative the same shall be deducted from your bills.

1 (C) DELIVERY ON SHIPPING GUARANTEE

In case original Bills of Lading have not been sent by the supplier to the bank, you shall proceed to clear the consignment on shipping guarantee to be submitted by you to the Chief Resident Representative, the bank endorsed shipping guarantee will be returned to you for obtaining delivery order from shipping lines.

In case non-negotiable documents are available, you shall prepare Bill of Entry under Section 79 of the Sea Customs Act, requesting the Collector of Customs for appraisement and shall obtain Delivery order from the Carrier(s) on Shipping as specified above.



FUNCTIONS AND DUTIES - (TECH. SPECIFICATION) - (Page 2 of 4)

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FUNCTIONS AND DUTIES (Page 2/4)

I(D) FILING OF REFUND CLAIMS.

In case you are specifically asked or you are not satisfied with the decision of the Custom Authority/Collector about any assessment of Customs duty and Sales Tax etc, you shall lodge a refund claim with Custom Authority and pursue the case till finalization. In case of rejection by the Custom authority you shall lodge an appeal to Collector of Customs (Appeal). The cost of stamp papers will be reimbursed to you. In case the appeal and refund claims are not prepared in time and the claim becomes time barred the loss of the same shall be recovery from you as penalty. The decision of the Chief Resident Representative in such matters shall be final and binding on you.

1 (E) ASSESSMENT OF CUSTOMS DUTY AND SALES TAX ON ALL BILLS OF ENTRY.

While preparing Bill of Entry special case shall be taken in assessing duty and Sales Tax. You shall ensure that Bill of Entry is so prepared that maximum advantage admissible under the Rules and relevant latest SRO(s) is passed on to the Authority. In case incorrect filing of Bill of Entry results in payment of excess duty and Sales Tax, you shall be responsible to make immediate arrangement to lodge claim(s) with the Custom Authorities in time for effecting recovery. Any amount of loss caused to the Authority because of non-recovery of excess duty and sales tax due to negligence on you part, shall be recoverable from you. However, the consequential demurrage on material due to incorrect filing of the Bill of Entry shall be recovered from you. Case shall be taken to obtain permissible maximum advantage of exemption under the Baggage and Transfer of Residence Rules. Submit bank guarantee as per attached Schedule-3.

1 (F) SECURITY

The Bank Guarantee worth Rs.500,000/- (Rupees Five Hundred Thousand only) shall be furnished from any scheduled Bank of Pakistan in favor of Chief Resident Representative, WAPDA Karachi for a period of 36 months from date of contract.

2. AGENCY COMMISSION

The rate of Agency Commission for Clearance and forwarding should be quoted as under:

<u>Description</u>	<u>Quoted Rate (in % of C&F Value)</u>
Clearing and Forwarding on C&F	
Cost of the Goods imported by sea or by air or post parcel including Bill Of Entry and Clearing and Forwarding of Personal Baggage.	_____ %

Note:

In case of any dispute as to the interpretation of the terms C&F, the same shall mean the amount mentioned in the Bill of Entry and accepted by Customs authorities for assessment of duty and Sales Tax.

The rate of commission shall be for all the services as clearing and forwarding agent such as documentation, clearing handling, forwarding and shall also include all expenses against Custom examination postage, overtime fees, conveyance charges incurred by your staff for traveling up to customs and Karachi Port Trust and minor repair and repacking of packages opened for custom examination, weighing, lashing and welding of minor and major nature and, tallying and other charges will be payable to relevant Port Authorities/Terminals at which the cargo has been offloaded on production of invoice at actual basis. No any Separate payments in lieu of said charges will be payable.

i) CUSTOM CHARGES THAT IS:

- (a) Custom/Addl. Custom duty (b) Sales/Addl. Sales Tax (c) Custom Trade Tax
(d) Regulatory duty/CED/FED(e) Custom Godown rent.

ii) KARACHI PORT TRUST CHARGES ON A/C OF THE FOLLOWING.

- a) Port Trust Wharfage
b) Port Trust Bonded Warehouse
c) Port Trust Trolley hire
d) Port Trust barges
e) Port Trust Watching
f) Port Trust Landing
g) Port Lighterage
h) Port Trust Holiday

iii) OCTROI/TP SECURITY CHARGES (IF IMPOSED BY THE CITY GOVT, DURING THE CURRENCY OF THIS CONTRACT

Octroi/TP Security charges shall be paid to the city Govt. by WAPDA through the Scheduled bank, for this purpose for each and every Bill of Entry the declaration form will be prepared by the Clearing Agent correctly and submitted to the office of Chief Resident Representative of signature. The pay order for the amount shown in the declaration form will be given to the Clearing Agent who shall be responsible to submit the Bill of Entry, declaration form, Challan form to the City Govt. on the WAPDA's behalf. The Clearing Agent shall also be responsible for lodging refunds of Octroi/TP security charges from the City Govt. after goods are dispatched to ultimate consignee(s) and relevant documents received.

The Clearing Agent shall also be responsible to provide acknowledgement of all refund claims in original to this along with challan and declaration form.



FUNCTIONS AND DUTIES - (TECH. SPECIFICATION) - (Page 3 of 4)

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FUNCTIONS AND DUTIES (Page 3/4)

iv) MISCELLANEOUS REIMBURSEABLE CHARGES.

The following miscellaneous charges up to 50,000/-, if and when paid by you, will be reimbursable on the production of documentary evidence in support thereof: -

- a) General Average charges (Payable to the shippers and recoverable from Insurance).
 - b) Insurance and Ship Survey charges.
 - c) Steamer/Air Freight Charges.
 - d) Shipping Company's Bills for barges and lighters.
 - e) Heavy lift charges payable to Shipping Company.
 - f) Payments made to Govt./ Departments, local bodies and other institution on Authority's behalf.
 - g) Cost of Stamp papers required for shipping Guarantee/Indemnity Bond/Bank Guarantee.
 - h) Conveyance charges claimed by Custom officers for physical examination of consignment in the designated areas as port on actual basis.
 - i) Amendment fee charged by the shipping company due to discrepant shipping documents.
 - j) The cost of stamps required for legalization of shipping documents for presenting before Custom authorities.
 - k) Any Special charges incurred expressly at the Chief Resident Representative's instructions.
- For incurring expenses beyond the limit of Rs. 50,000/- prior approval of CRRK will be obtained.

v) SHIPPING DOCUMENTS.

In order to avoid the incidence of demurrage the Chief Resident Representative shall furnish to you the following complete and current shipping documents five days before the arrival of the Vessel:-

- i. Commercial Invoice & B/Lading (non-negotiable).
- ii. Packing list.
- iii. Freight Memos of goods are supplied against FOB values. Freight Memo in case of FOB consignments will be collected by you from PNSC".
- iv. Excise permit where required.
- v. Explosive permit where required.
- vi. Catalogues, Literature and Blueprints where required.
- vii. Copy of letter of credit where required.
- viii. Copy of Purchase order where required.
- ix. Any other documents if required by the Customs or other Department.

All documents required by you (including Insurance Premium bills) shall be collected by you from the office of the Chief Resident representative. You shall communicate with the Chief Resident Representative on all matters requiring any decision.

III) DEMURRAGE AND PENALTIES.

You shall be responsible for payment of Port and Customs penalties, Port demurrage, Railway demurrage on any consignment if such charges are incurred on account of any default on your mishandling of consignments or your failure to clear the consignment within the free time allowed by the Port. In the event of the original shipping documents are not being available in time, you shall proceed to clear the goods on the basis of the non-negotiable shipping documents against shipping guarantee in form of "Bank Guarantee".

IV) EXAMINATION OF PERSONAL BAGGAGE AND DUTIES OF CLEARING/ FORWARDING AGENT.

- a) Personal and household goods are subject to 100 percent examination and hence care should be taken to meet requirement of all Customs Rules and Regulation and consistent with the interest of the CRRK nothing should be done by way of any act of commission or omission to infringe any import Regulations of Customs Rule and Regulations. The responsibility for infringement of any such rule will rest with the Clearing and Forwarding Agent.
- b) The Clearing and Forwarding Agent shall supervise opening and examination of the contents. Opening and repacking in comparable condition with original packing and labels shall be responsibility of the Clearing and Forwarding Agent. Any loss due to incorrect packing shall be recoverable from the Clearing and Forwarding Agent.
- c) The Clearing and Forwarding Agent if so required by the Customs Authorities shall bring the packages in the examination Hall or a place within the bonded area and to see that Examination taken places the same day. If it is not possible, Clearing and Forwarding Agent shall record reasons in writing endorsing copies to Collector of Customs and the Chief Resident Representative, WAPDA, Karachi.

V) PAYMENT TO VARIOUS AGENCIES.

All expenses chargeable to the CRRK shall be paid by the CRRK against copies of Bill of Entry, KPT bills, Municipal receipts, Freight memos and actual valid vouchers.



FUNCTIONS AND DUTIES - (TECH. SPECIFICATION) - (Page 4 of 4)

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FUNCTIONS AND DUTIES (Page 4/4)

VI) CONDITIONS OF APPOINTMENT.

You shall be responsible for the prompt clearance and dispatch of all consignments entrusted to your case and perform all acts necessary or incidental to the above purposes to the entire satisfaction of the Chief Resident Representative on behalf of the Authority. In particular, unless otherwise specified, you shall:

- (a) Carefully study the ship's manifest, the Bill of Lading and the Insurance Certificates and carry out the following:
 - i. Arrange joint survey of the consignment in the presence of shipping company's representative and the insurance company's Surveyor.
 - ii. Lodge claim on the shipping company under intimation to CRR office as laid down in the marine insurance procedure for any damages or shortage without waiting for reference of instructions from the Wapda authority/Consignee(s). Copies of all correspondence between you, the Karachi Port Trust and the shipping agent in connection the short-landed consignments shall also be sent to the CRRK office.
- (b) Undertake all work in lodging claims on behalf of the Authority to CED/FED the appropriate authorities for the refund of customs duty, Sales Tax, KPT charges etc. which you and the Chief Resident Representative consider, were charges in excess of the actual amount due. In case of containerized consignments you shall be responsible for obtaining refund of container security deposit on the basis of container return receipts provided by the carriage contractor.

VII) SUBMISSION OF BILLS.

Your bill for agency commission shall be submitted to the office of the Chief Resident Representative (as per attached Schedule-4) within three weeks after the Clearance and dispatch of the goods to the ultimate consignee(s) in the following manner: -

- a) It should be in quadruplicate.
- b) It should be supported with the dispatch advice of the goods.
- c) It should be supported with the triplicate copy of Bill of Entry and also copies of extra duty bills.
- d) It should be supported with receipted copies of KPT wharfage and demurrage charges.

As stated earlier the Authority shall maintain Deposit Accounts with the offices/agencies mentioned above. All charges payable by the Authority shall be paid out of these Deposit Accounts and there shall be no deviation.

If under un-avoidable circumstances any of these charges are paid by you, you shall obtain reimbursement by submitting a supplementary bill quoting No. and date of your original bill after giving necessary explanation for the departure from the prescribed procedure.

VIII) PAYMENT OF BILLS.

The CRRK shall maintain a separate Account ledger in your name, after checking & verification of your bills/claims necessary payments shall be made to you on monthly basis.

IX) DURATION OF AGREEMENT.

This agreement with you shall be for a period of two years starting from extendable for a similar or shorter period subject to satisfactory performance and prior approval of the competent authority (Member Finance).

X) TERMINATION OF AGREEMENT.

The Authority shall have the right to cancel and terminate this agreement at any time without assigning any reason by a written notice of termination delivered to you not less than 30 (Thirty) days prior to the termination date therein specified. In the event of termination of agreement, you shall however, process all bills of Entry and refund claims already filed prior to termination date Your dues then outstanding will be paid in full a final settlement after all concerning of this agreement have been finalized.

XI) BREACH OF CONTRACT.

In the event of breach of contract/Agreement or may act of commission or omission committed by you, the next higher authority reserves the right to terminate the Agreement without notice. An opportunity, however, shall be given to you to offer your defense within the time specified by the next higher authority. The decision of the next higher authority in all such matters shall be final and binding on you.

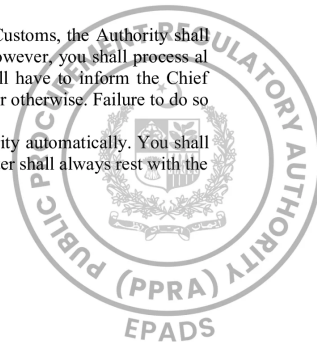
XII) SETTLEMENT OF DISPUTES.

If any dispute(s) and difference(s) of any kind whatsoever shall arise between you and the Chief Resident Representative in connection with or arising out of the Agreement, the same shall be referred to an arbitrator who shall be the next higher authority in WAPDA, who will conduct the arbitration proceedings between the parties by giving them full opportunity of hearing, and shall give written notice of his decision to the Chief Resident Representative, Karachi and to you. The decision of the said next higher authority shall be final, conclusive and binding on all parties to the agreement upon all questions relating to any claim, right, matter or whatsoever nature arising out of or relating to the Agreement: instructions, orders of these conditions, or otherwise concerning the Agreement or concerning the execution, or failure to execute the same, whether any such circumstances arise during the currency of the Agreement, or after its completion, or during suspension or cancellation thereof.

XIII) CANCELLATION OF CLEARING LICENCE.

In the event of cancellation or suspension of your Clearing license by the Collector of Customs, the Authority shall have the option to stop, suspend or terminate the Agreement. In such a circumstance however, you shall process all Bills of Entry already filed previous to cancellation or suspension of license, you shall have to inform the Chief Resident Representative on receipt of any such notice either in the form of Show-cause or otherwise. Failure to do so shall amount to breach of Contract.

On reinstatement or lifting of suspension order you shall not be reinstated by the Authority automatically. You shall have to apply a fresh for the reinstatement of the contract and the decision about the matter shall always rest with the authority.



Tax Clause

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Taxes

The payment of taxes, fee and other impositions as may be levied under the Applicable Law in respect of the firm and their personnel shall not be the responsibility of the Client. All such taxes and levies will be paid solely by the firm.

Any subsequent addition / reduction due to change (s) in all present and future Direct and Indirect taxes shall be reimbursed/adjusted as per followings:

a) Local Direct Taxes

It is implied that the supplier/agent/service-provider has taken all the risks into account while submitting the proposed price. The Employer (WAPDA) shall not be responsible for any present or future direct taxes (Income Tax/Corporate Tax, WHT, Turnover Tax, Super Tax etc.) payable by the supplier/agent/service-provider his/her experts & other employees.

Any increase or decrease in the rates of all local direct taxes, or introduction of new tax on the income of the supplier/agent/service provider's experts and other employees in connection with the performance of the contract, will be the liability of the supplier/agent/service provider as these taxes are levied on the income earned by the supplier/agent/service-provider from the contract & the employer (WAPDA) will not compensate to the supplier/agent/service provider.

b) Local Indirect Taxes

All local indirect taxes i.e. sales tax, custom duty, VAT, levies, other charges or similar taxes levied on the supplier/agent/service-provider's invoice shall be borne & reimbursed by the employer (WAPDA), subject to the withholding law, on the basis of actual amount of indirect taxes paid by the supplier/agent/service-provider at the prevailing tax rates supported by the documentary evidence of such payment of indirect taxes by the supplier/agent/service-provider. These indirect taxes shall be mentioned as a separate line item on the supplier/agent/service-provider invoice.

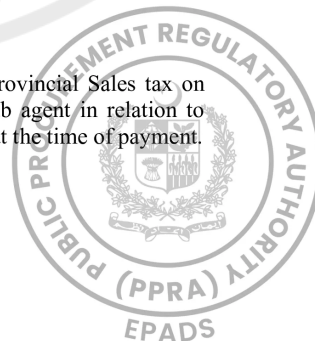
Information of the supplier/agent /service-provider's tax obligation in the Employer's (WAPDA)country can be found from Federal Board of Revenue Pakistan (www.fbr.gov.pk) & relevant Provincial Tax Authority's.

Withholding of Income Tax:

All payment (gross) as payable to the Agents and their experts will be subject to withholding tax/ advance tax at prescribed rates, at the time of payment. Deduction of advance income tax from the Gross payable bill amounts shall be made in accordance with prevalent Income tax laws of the Government of Pakistan. These deductions shall be deposited in the Government Treasury by the Employer to the account of the Agents and their experts within prescribed period. The Employer shall within 28 days of making any such deductions provide to the Agents and their experts a certificate of tax deducted and deposited into the government treasury.

Provincial Sales Tax:

Sales Tax on Services will be subject to relevant provisions of the provincial Sales tax on Services Act(s), all payments (gross) as payable to the Agent and sub agent in relation to services will be subject to withholding Sales Tax at the prevalent rates at the time of payment.



TECHNICAL PROPOSAL SUBMISSION FORM

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TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Chief Resident
Representative,
WAPDA, Karachi

Dear Sir:

We, the undersigned, offer to provide the services for custom clearance of heavy machinery, power plant equipment, transformers and spare parts for the appointment as custom clearing and forwarding agent for WAPDA and its subsidiaries / Ex-Wapda corporate entities in accordance with your Request for Proposal and our proposal. We are here by submitting our proposal, which includes this technical proposal, and financial proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



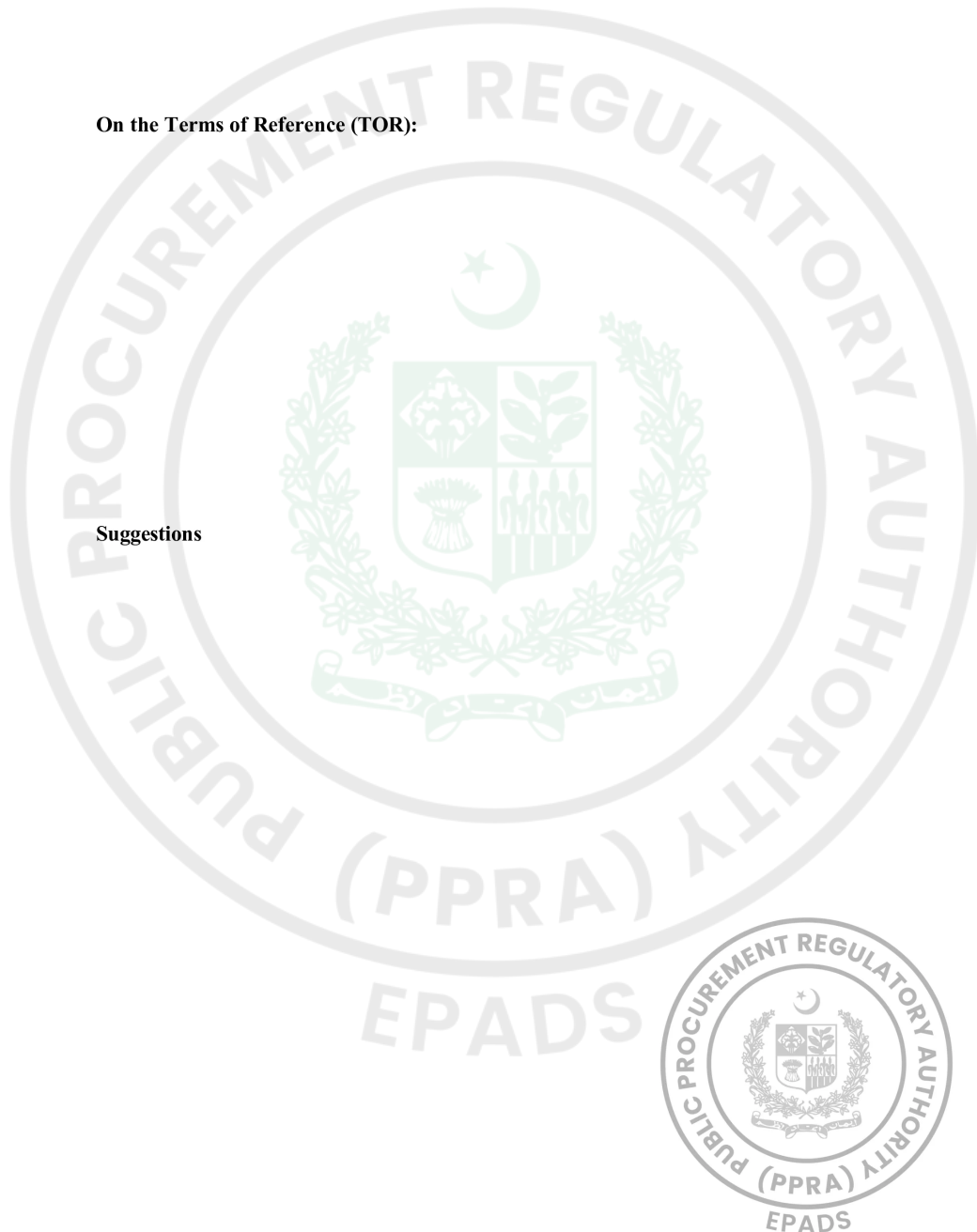
COMMENTS/SUGGESTIONS OF BIDDERS (TECH. PROPOSAL)

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COMMENTS/SUGGESTIONS OF FIRM

On the Terms of Reference (TOR):

Suggestions



LIST OF IMPORTED CONSIGNMENTS (TECH. PROPOSAL)

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Annex-E to Section-3

LIST OF IMPORTED CONSIGNMENTS

Fiscal Year (July to June)	Quantity	Description	Import Value (PKR)	IGM/VIR No. & Date	Clearance Date	Demurrage/ Godown/ Rent (PKR)	No of Days to Clear the Consignment	Litigation Cases
2022-23								
2023-24								
2024-25								



FINANCIAL PROPOSAL SUBMISSION FORM

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Financial Proposal Submission Form

From: _____

To:
The Chief Resident Representative WAPDA, C-26, Block -5,
Gulshan-e-Iqbal, Karachi.

Subject: HIRING OF CLEARING & FORWARDING AGENTS/FIRMS FOR THE CLEARANCE OF IMPORTED CONSIGNMENTS / GOODS FROM SEA PORTS IN KARACHI & AIRPORTS IN KARACHI, LAHORE & ISLAMABAD.

FINANCIAL PROPOSAL

Sir,

I/We _____ enclose here with Financial Proposal of our Agents/Firm for the subject Services, as percentage of C&F Value. We understand that you are not bound to accept any proposal you receive.

Yours Faithfully,

Signature: _____ Full Name: _____ Designation: _____
Address: _____
(Authorized Representative)



AGENCY COMMISSION (FINANCIAL PROPOSAL)

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AGENCY COMMISSION

AGENCY COMMISSION

The rate of Agency Commission for Clearance and forwarding should be quoted as under:

<u>Description</u>	<u>Quoted Rate (in% of C&F Value)</u>
Clearing and Forwarding on C&F cost of the Goods imported by sea including Bill of Entry and Clearing and Forwarding of Personal Baggage.	_____ % or by air or post parcel

Yours Faithfully,
Signature: _____ Full Name: Designation: _____
Address: _____
(Authorized Representative)

Note:

In case of any dispute as to the interpretation of the terms C&F, the same shall mean the amount mentioned in the Bill of Entry and accepted by Customs authorities for assessment of duty and Sales Tax.
The rate of commission shall be for all the services as clearing and forwarding agent such as documentation, clearing handling, forwarding and shall also include all expenses against Custom examination postage, overtime fees, conveyance charges incurred by your staff for traveling up to customs and Karachi Port Trust and minor repair and repacking of packages opened for custom examination, weighing, lashing and welding of minor and major nature and, tallying and other charges will be payable to relevant Port Authorities / Terminals at which the cargo has been offloaded on production of invoice at actual basis. No any Separate payments in lieu of said charges will be payable.



SCHEDULE 1 TO SCHEDULE 4

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Schedule-1

DAILY STATEMENT TO BE SUBMITTED BY CLEARING AGENT

1. Dispatch Advice (for each consignment separately) as per attached format as **Annex-A**
2. Consignment in pipeline for delivery from port as per attached format as **Annex-B**.
3. Statement for requirement of Funds as per attached format as **Annex-C**.
4. Provisional Demand for Custom Duty and Taxes (as per attached format as **Annex-D**) along with provisionally prepared B/E on receiving advance Shipping documents/Contract Agreement from Purchaser.
- 5.

Schedule-2

MONTHLY STATEMENT TO BE SUBMITTED BY CLEARING AGENT

1. Monthly statement showing all the consignment-on first of every month received during calendar month and status thereof at the end of month as per attached format as **Annex-E**.
2. Duplicate of paid wharfage.
3. Demurrage paid vouchers along with detailed report/reasons.
4. Statement regarding refund of Container Security Deposit from the Shipping Co as per attached format as **Annex-F**.
- 5.

Schedule-3

PROCEDURE FOR SUBMITTING BANK GUARANTEE AND COUNTER GUARANTEE

The consignments for which instruction is issued to you for deferred payment. You will prepare Bank Guarantee as per prevailing Customs SRO and submit along with Counter Guarantee to be submitted to Bank to this office. The amount and calculation shall be actually obtained after assessment and manifestation of bill of Entry.

Schedule-4

PROCEDURE FOR SUBMITTING BILL TO CRR OFFICE

Your bills for Clearing and Forwarding charges with following paid/original documents for each consignment may be submitted separately for payment.

1. Bill of Entry with CPR
2. Airway bills/shipping bills (Paid)
3. Civil Aviation charges (Paid)
4. Godown Rent Receipts (Paid)
5. Any other charges paid with approval of Chief Resident Representative.



STAFF AND OTHER PARTICULARS OF EMPLOYEES (TECH. PROPSAL)

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STAFF AND OTHER PARTICULARS OF EMPLOYEES

1. Name _____ S/O, D/O W/O _____

NIC NO.

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Designation _____

Custom Permit No. _____

Present Address _____

Res: Ph. No. _____ Permanent

Address: _____

Date of Appointment with the Clearing Agent _____

Photograph
1" x1"

2. Name _____ S/O, D/O W/O _____

NIC NO.

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Designation _____

Custom Permit No. _____

Present Address _____

Res: Ph. No. _____ Permanent Address: _____

Date of Appointment with the Clearing Agent _____

Photograph
1" x1"



FORMAT FOR TECHNICAL PROPOSAL

Upload Document

FORMAT FOR TECHNICAL PROPOSAL

1. Technical proposal will be in English language and submitted on **Form**. It will demonstrate knowledge of the firms regarding services requirements and understanding of the tasks set forth in **Terms of Reference (TOR)** for Firms.
2. The proposal should be based on the following format:
 - i. Background and experience of the consortium/JV and of any firm(s) associated for the purpose of providing the services for this assignment, including any overseas work experience. A list of past and present references covering major assignments of similar nature carried out, or being carried out by the consortium (and the associated firm(s), if any)
 - ii. Name, age, background, employment records and detailed professional experience of the key staff to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project.
 - iii. A schedule of completion and submission of reports
 - iv. Comments, if any, regarding the **Terms of Reference (TOR)** etc. to improve performance in carrying out the assignment.
 - v. List of Documents to be submitted along with RFP



