

Tender Document/Package Details

1. Scope of Tender:

K-Electric Limited ("**Company**") invites possible bidders against the Scope of Works detailed in Section 2 below.

The Bidder shall provide its Technical and Commercial offer for each job as an individual scope of works "Independent Works". Bidders are required to submit bids for all job related to custom clearance & inland Transportation of goods (as described in Section 2).

2. Scope of Works:

2.1 Project Title:

Custom brokerage services with inland Transportation services.

2.2 Key Deliverable:

Make sure shipment meet all legal requirements. Put together the necessary paperwork and payments, and submit them to customs authorities. Review the classification of goods to make sure that the taxes and duties owed are properly calculated with due Custom duty benefit

2.3 Scope of Works:

The scope of work under Custom Brokerage Services and Inland Transportation Services includes:

- a) Contractor will undertake all the work related to Custom clearance of shipment from Pakistan Customs and Port Authorities. If required, arrange necessary NOCs/ local authority certificates from respective authorities/ institutions. Including obtain the delivery order from Shipping Agency.
- b) Such Services will include documentation, all customs, shipping, port related processes, customs examination, weighing/measuring, shifting, sorting, loading, unloading and post clearance activities if required for job completion.
- c) Contractor will be responsible to arrange transportation, loading, offloading of shipment and deliver it at KE nominated location.
- d) The Services should be carried out promptly with due diligence, care and in accordance with best business practices and the Contractor is to ensure that the Client is not made to pay any port demurrage / storage / go down rent, or excessive dues/penalties to the Customs or to the port authorities.
- e) The Contractor is to ensure that there is not any apparent loss / damage to the consignments. If such loss or damage is noticed by the Contractor at the seaport / airport /dry port or at postal office, then it should immediately be reported to the carriers, KE and a quick survey is to be arranged. A detailed report is to be submitted by the contractor with suggestions and solutions for taking appropriate action accordingly.

- f) For inland logistics services if the Contractor doesn't have its own fleet of vehicles. It is a requirement for each Contractor to have a valid contract with a transport company for arranging the delivery of KE Shipments. The transport company's vehicles must comply by KE HSEQ and transport policies. Any Contractor who fails to comply by the above-mentioned point will be held ineligible to work with KE.
- g) Upon receipt of shipping documents from KE, the Contractor required to coordinate with the concerned shipping agent, and other relevant agencies for immediate & smooth clearance of imported material.
- h) Contractor shall be responsible to obtain the details of Import General Manifest (IGM) from shipping agent, for clearance purpose. In case of delay in receipt of IGM, Contractor inform this delay to KE in writing as well as over telephone.
- i) Contractor shall be responsible to collect relevant documents from KE and their nominated banks in Karachi
- j) Contractor shall submit the duty calculation sheet along with copies of relevant rules, orders SROs and other instructions with the request for pay orders in favor of relevant agencies.
- k) Contractor shall depute front window manager for KE, while processing the pay order requisition, so as in case of any confusion / interpretation of SRO, he may brief the same to relevant officials of KE. Representative should possess sufficient experience to deal with the clearing jobs and must have relevant information about prevailing rules and procedure.
- l) Upon receipt of original pay order from KE, Contractor shall deposit the same to relevant agencies against proper receipt and arrange clearing of imported consignment.
- m) Contractor shall arrange wharfage & weightment formalities and arrange correction in manifest if required.
- n) Contractor shall be responsible to ensure immediate release of security/ deposit/ indemnity bond/ postdated cheque etc. after delivery of shipment.
- o) Contractor will be responsible to arrange any other formality and operation, if required to handle the operation smoothly.
- p) Contractor shall obey any other instructions / directives if given in writing by KE.
- q) The tentative number of shipments per year ranges from 325 to 425.

2.4 General Condition:

- a) Should offer 30 days credit with minimum limit of PKR 10 Million.
- b) Pay duties and other receipted charges up to PKR 500,000/- per shipment on behalf of KE and claim reimbursement in Clearing bill with supported payment slips
- c) The Contractor shall submit their bills complete in all respects within 05 days from the date of clearance of a consignment to KE, non-supplementary bill shall not be acceptable to KE.
- d) Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Contractor for operation/ performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Contractor. KE shall, in no way, be responsible for any compensation in this connection in respect of any third party claim.

3. Time of Completion:

The Services will be acquired on as & when require basis during the contract period as specified in the table below & in the scope of work of this documents.

Sr.#	Details	Contract Completion date
1	Custom Clearance	Fixed for Three years from award or extension with on mutual agreement.
2	Inland Transportation	

Note:

The contractor shall render the Services to the Company from the Effective Date of contract award till the validity of the contact which shall be three 03 years from the award. The term may be extended by mutual consent in writing on such terms/conditions and for such period as may be mutually agreed between the Parties.

4. Minor details of the Contract:

The Company will execute the following Contract(s) with the successful Bidder for the execution of Scope of Works:

- 4.1. "Services Contract"" will be entered into by and between the Company and the bidder for the following purpose:
 - 4.1.1. Agency commission charges for Consignments shipped by sea, air freight or by post parceled.
 - 4.1.2. Inland Transportation charges for transportation of plant, machinery, equipment's & material from port/airport or post offices to various generating & grid stations, project sites or any other place nominated by the Company, which includes loading from the port, airport or postal & unloading & stacking of the material at the various destinations as directed by the Company.
- 4.2. Draft contract is also being attached in the tender package.
- 4.3. The Bidder shall ensure the effective implementation of the Services Contract for a complete solution, and delivery of the Works, meeting the Company's requirements outlined in the respective Contracts.

Note that the Company reserves the right, at all times to require the successful Bidder to enter into any additional agreement(s) for the effective execution/fulfilment of the Works as set out in the Contracts.

The services provider shall be always solely liable and responsible for the effective execution of the services/job.

5. Payment Terms:

Bid shall be submitted with the following options governing terms of payment:

- a. Should offer 30 days or more credit with minimum limit of PKR 10 million
- b. Pay duties and other receipted charges up to PKR 500,000/- per shipment on behalf of KE and claim reimbursement in Clearing bill with supported payment slips
- c. The Contractor shall submit their bills complete in all respects within 05 days from the date of clearance of a consignment to KE, non-supplementary bill shall not be acceptable to KE.
- d. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Contractor for operation/ performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Contractor. KE shall, in no way, be responsible for any compensation in this connection in respect of any third party claim.

6. Pricing:

Service provider is required to provide bid price in PKR for each service as an individual job as specified in detail are given in Price Schedule B, which is attached to this document

In addition to the bid, the bidder is required to provide a breakdown of the activities and their corresponding unit rates for each services/job.

Note:

- a) Given the critical nature of job work in Power sector, there remains an element of uncertainty with regards to continuation of work each day. Factor such as delay in custom clearance, road blockages, city conditions etc, may leading to idling of resources. A bidder must take these considerations into account while preparing their bids and may like to create a provision for unforeseen events leading to loss of work.
- b) Any travelling expenses shall constitute the part of above costs.
- c) Quoted prices should be inclusive of WHT but exclusive of SST
- d) Details of items/services are listed in BOQs.
- e) Prices will be fixed for the entire duration of the contract.
- f) Any changes in taxes/ minimum wage/fuel will not have any impact on the pricing.

Note:

- Prices shall be fixed for the entire three-years agreement period. The service provider is required to propose a contract mechanism/structure and submit it with the bid to KE for review and approval. The final mechanism/structure will be mutually agreed upon during contract negotiations. For clarity, KE is not obligated to accept the proposed mechanism/structure.
- The Company reserves the right to negotiate and award the Contract as Complete Package to one bidder or to award as an Independent Works depending upon the Technical and Commercial offers, solely at the Company's discretion. Further, Company reserves the right to amend the Scope of Work after receiving Technical and Commercial Offers.

- Bidder to quote separately for each job and the Company may consider awarding all or selectively to the successful bidder.
- Company shall have the right to eliminate any component/part of the bid from the scope of work of the Bidders selected through this bidding process. For avoidance of doubt, KE shall not have any liability or payment obligation for the bid components/parts that have not been assigned for work by issuing letter of assignment to the bidders.

7. Performance Bond:

- a. Performance Bond @ 10% of the grand total Contract/PO Value in the shape of an irrevocable, independent, unconditional and direct obligation Bank Guarantee to be issued by a Pakistani Scheduled Bank/AAA rated or an International Bank having branch in Pakistan (having long term credit rating of more than 'A' as appearing on the website of the State Bank of Pakistan) acceptable to KE as per KE approved format attached as Annexure C to this RFP or allow Company to retain 10% of the gross invoice amount (excluding Sales Tax).
- b. The Performance Bond shall secure all of the bidder's obligations, liabilities, payment of liquidated damages, indemnities, representations, guarantees, warranties and responsibilities under the Contract for the Works, including the integrity and quality of the bidder's workmanship, the timely and continuous performance of the Works, the performance of Works by the bidder and all other works and services to be provided by the bidder under the Contract / Purchase Order (PO)

The Performance Bond shall remain valid during the project period until the project completion date and will be returned to the Bidders once it has satisfactorily executed, completed, in accordance with the contract. The bidder shall be obligated to maintain and keep valid the Performance Bond until the Job Completion Certificate has been issued ("Performance Bond Expiry Date").

In the event that the Performance Bond is scheduled to expire prior to the then scheduled Performance Bond Expiry Date the bidder shall no later than 15 Days prior to the expiry of the Performance Bond procure extension of validity of the Performance Bond up to the then scheduled Performance Bond Expiry Date. Failure of the bidder to procure extension of the Performance Bond in accordance with this condition, i.e. 15 days prior to its expiry shall entitle the KE to encash the Performance Bond.

- a) The Performance Bond shall be returned to the bidder on Performance Bond Expiry Date on the request of bidder.
- b) The cost of complying with the requirements of this Clause shall be borne by the bidder.

8. Incorrect Assessment:

The Contractor will make all possible efforts to complete bill/GD of entries with correct assessment so that correct / due payment is made to the government treasury, conversely, if excess payment is made due to incorrect assessment processed by the Contractor it will be deducted from their bills/ performance guarantee of Contractor.

9. Demurrage / Penalties:

- a) The Contractor will be responsible for payment of Custom penalty, fine, demurrage and detention on consignments if these charges occur on account of their Inefficiency, misdeclaration and negligence of any of their employees failure to clear the consignment within the free time allowed by the KE and Contractor will not claim any such payment from KE.
- b) The free period allowed by the port authorities will be considered a reasonable period for clearance of goods in ordinary circumstances. In case of priority shipment clearance will have to be arranged immediately after arrival of the vessel provided necessary documents are with the Contractor.
- c) If longer time than the free period allowed has been taken to clear the consignment and demurrage occurs the Contractor will be responsible for the demurrage if any.
- d) Any documents occurring due to custom formalities except mandatory documents for GD filing which cause demurrage, such demurrage shall be borne by KE provided justification in writing is furnished immediately to KE by the Contractor to the satisfaction of KE.
- e) The Contractor shall be held responsible for all losses/consequences suffered by KE , in case of: -
 - i. delay in submission of pay order requisition
 - ii. submission of defected pay order requisition
 - iii. delay in clearance of imported consignments
 - iv. delay in release of loaded trucks from port.

KE reserve rights to recover its losses from bill of Contractor.

- f) In case of losses suffered by KE are more than the amount of bill, KE may lodge claim against Contractor after forfeiture of bill / billed amount.
- g) Besides penalty, KE can take any appropriate action, which may include the Suspension/Blacklisting of the company in accordance to the policy.

10. Cost of Tendering:

The bidder shall bear all costs and expenses associated with the preparation and submission of its Tender and the Company shall, in no case be responsible or liable for those costs and expenses incurred by the bidder whatsoever, regardless of the conduct or outcome of the Tendering process.

11. Contents of Tender Documents:

- a) The Tenderers are expected to exercise their own due diligence and carefully examine the contents of the Tender Document.

- b) Failure to comply with the requirements of Tender submission shall be at the Tenderer's own risk. For the avoidance of doubt, the Company makes no representation or warranty whether express or implied as to the information or details contained within this Tender Document.

12. Documents Comprising the Tender:

The Tender prepared by the bidder shall comprise of following components:

12.1. Technical Envelope:

Your submission will be considered upon the provision with this ITB the following, failure in providing the requested documents may grounds for disqualification of the bidder.

- (a) Profile of the Bidder: Giving a brief description of their company
- (b) Details verifying years in business: The Bidder must have 10 years old Clearing license with minimum 5 year working exposure with Energy / Utility companies & Power plant

Documentation includes reference letters from current and past customers confirming the satisfactory performance of the services requested in this invitation to bid, copies of current and past contracts for the services requested, registration and licensing documents

- (c) List of Key Employees & Qualifications: The Bidder must provide a list of employee(s) who will actually perform the customs clearance and transportation services. The list shall include, name, task to be performed, qualifications, number of years experience performing the task.
- (d) List of Equipment: Provide a list of the trucks, cranes and other equipment contractor or their 3P Logistic contractor owns.
- (e) Bank account maintenance certificate
- (f) Licenses: Attach Photocopies of all Business, Customs Clearance and Transport Licenses INCLUDING- licenses held by employees and Crane Inspection Certifications
- (g) Every page of the technical scope document/proposal should be signed and stamp by the bidder.
- (h) Covering Letter
- (i) Signed Supplier Code of Conduct (SCOC) - English versions
- (j) Acknowledgement Letter
- (k) Documentary evidence that the bidder is eligible to Tender and is qualified to perform the contract if its Tender is accepted.
- (l) Deviation list from Technical provision and Contract Agreement (if any)
- (m) Any other documents prescribed in the tender document to be submitted with the Bid.

12.2. Commercial Envelope:

- (a) Audited Financial statement for last 03 years.

- (b) Schedule of Prices, for each job along with breakup to be provided as per template "Price Schedule B".
- (c) Any other documents prescribed in the tender document to be submitted with the Bid.

Check Sheet with above documents both for Technical and commercial will be provided by the bidder at the time of tendering. Failure to submit will lead to rejection by tender opening committee without assigning further reasons.

13. Tender Security:

- 13.1. Bidder shall furnish, as part of his Tender, a Tender Security. The Tenderer are required to enclose along with their Tender, Earnest Money/Bid Bond of their bid amount in the form of Pay order/Bank Guarantee (as per K-Electric approved format) issued by any scheduled bank of Pakistan at Karachi, in Pak Rupees in favour of K-Electric (valid for one hundred and eighty days (180 days) from the date of opening of Tender failing which offer may be rejected by the Tender Opening Committee.
- 13.2. Bidder who is already Pre-qualified and Registered requires submitting earnest money @2% of total bid value (including GST).
- 13.3. Bidder who are neither pre-qualified, nor registered requires submitting earnest money@4% of total bid value (including GST).
- 13.4. The Earnest money / Bid Bond of the unsuccessful Tenderers shall be returned after finalization of the case in due course of time.
- 13.5. The earnest money /bid bond of the successful Tenderer shall be returned after his submitting of the performance security in the form of Bank Guarantee from any scheduled Pakistani Bank of amount 10% of the total Contract value.
- 13.6. If the Tenderer fails to fulfil the terms and conditions of the Tender, then their Earnest Money & Security Deposit will be forfeited by K-Electric and any further action can also be taken against the Tenderer deem appropriate by K-Electric.

14. Time Period /Validity of Tender:

Tenders shall remain valid for one hundred and eighty (180) days after the date of Tender opening. In exceptional circumstances, the Company may request the bidder to extend the period of validity for a specified period. The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Tender security for the time of the extension period.

15. Deadline for Submission of Tenders:

- (a) Tenders must be received by the Company on ARIBA no later than the time and date stipulated in the Tender Notice. Bidder should submit both Technical (without commercial prices) and Commercial offer on ARIBA only.
- (b) Tenders submitted other than ARIBA i.e., through telegraph, telex, fax or e-mail shall not be considered for the Tendering process.

- (c) The Company may, at its discretion, extend the deadline for submission of Tenders by issuing the Corrigendum to the Tender Notice, in which case all rights and obligations of the Company and the Tenderers previously subject to the original deadline will thereafter be subject to the extended deadline.

16. Late Tenders:

- (a) Any Tender received by the Company after the due date and time of Tender opening will not be considered.

17. Determination of Responsiveness of Tenders:

- (1) Prior to determination of responsiveness.

- (a) The Company will examine the Tenders to determine whether;
 - (i) The Tender is complete and does not deviate from the Scope of Works,
 - (ii) The Tender Documents have been duly signed and stamped by authorised representative along with proof of authorisation,
 - (iv) The Tender is valid till the required period,
 - (v) The Tender prices are firm during the term of contract if it is a fixed price Tender,
 - (vi) Completion period offered is within specified limits,
 - (vii) The Tender does not deviate from basic technical requirements
 - (viii) The Tenders are generally in order.
- (b) Bidder proposal shall not be considered in the event of the occurrence of, including but not limited to, the following events:
 - (i) Not compliance with mandatory requirement:
 - a) Valid clearing license with minimum 10 years old with good market reputation
 - b) Private Limited Companies registered with SECP
 - c) Must be handling above 30 shipments/month or 350 annually
 - d) Relevant experience with minimum 5 year working exposure with Energy / Utility companies & Power plant
 - e) Have own logistics company or contract with reputed logistics company
 - f) Fully complied with all requirement of EOBI, SESSI, Insurance, labor law
 - g) Should give 30 Days Credit with minimum limit of PKR 10 Million;
 - h) Should have minimum strength of 20 employees in Karachi based office
 - (ii) It is received after the time and date fixed for its receipt,
 - (iii) It is submitted through fax, telex, telegram, or email,
 - (iv) It is unsigned or not accompanied by a proof of authorisation,
 - (v) Its validity is less than specified,
 - (vi) It is submitted with incomplete Scope of Works,

- (vii) It indicates completion period later than specified (if not acceptable to the Company),
 - (viii) It indicates that prices quoted are not firm during the execution of the contract,
 - (ix) If bidder refuses to accept arithmetic correction,
- (2) A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- (3) Any minor informality or non-conformity or irregularity in a Tender which does not constitute as a material deviation may be waived at the sole discretion of the Company in writing, provided such waiver does not exhibit prejudice or affect the relative ranking of any Tenderer.

18. Documents Establishing Tenderer's Eligibility & Qualifications:

- 18.1. The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the KE satisfaction:
- (a) Minimum 10 years old valid clearing license number with good market reputation.
 - (b) Should be registered with SECP (Securities and Exchange Commission of Pakistan)
 - (c) Should have minimum strength of 20 employees in Karachi based office with dedicated team for Air and Sea shipments
 - (d) Minimum 5 year working exposure with Energy / Utility companies & Power plant
 - (e) Must be handling above 30 shipments/month or 350 annually
 - (f) Must have good reputation in Customs and Port Authorities
 - (g) Should give 30 Days Credit with minimum limit of PKR 10 Million; Pay duties and other receipted charges up to PKR 500,000/- per shipment on behalf of KE and claim reimbursement in Clearing bill with supported payment slips
 - (h) Have own logistics company or contract with reputed logistics company that can provide certified vehicles, cranes, lifters & essential accessories for delivery, loading, offloading of shipments at KE designated sites by complying with the Law of Land
 - (i) Fully complied with all requirement of EOBI, SESSI, Insurance, labor law
 - (j) Preferably, provide local transportation and off-loading equipment & machineries as per agreed rates for three years. (Please refer attached format)
 - (k) Can provide certified special vehicles, heavy cranes (e.g. multiaxial, hydraulic vehicle, triaxle, air ride trailer) on as & when required basis
 - (l) Must be filing minimum 4 GDs per year of above USD 200,000 (Invoice Value) for Utility companies / Power plant
 - (m) Should never be involved in any serious litigation like (Forgery, fraud, narcotics, corruption)
 - (n) Must adhere safety, PPEs requirement and comply K-Electric updated 'Transport and Driving Safety Policy'
- 18.2. In support of specific experience, the bidder shall furnish the list of projects/contract of similar scope, completion period, customer satisfaction certificates and terms and conditions carried out in the recent past to ascertain

the bidder's performance and capability to accomplish the jobs contained in this contract.

18.3. The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted, shall establish to the Company's satisfaction:

18.3.1. That the bidder has the financial and technical capability necessary to perform the Contract and must demonstrate availability of funds.

18.3.2. The bidder should have an average annual turnover in the last four years equal to or more than the Total Tender Price.

18.3.3. The bidder shall submit a list of their professional and technical team members, including brief CVs and credentials of the proposed staff to be assigned to the services, along **with a detailed proposed organogram dedicated to the service (Schedule C) and must demonstrate that they possess** at least the following **key personnel with the specific** minimum **experience** (but not limited to the following). Additionally, **a comprehensive list of the fleet**, as specified in Schedule C, must be provided.

No.	Position	Total Work Experience (Years)
1	Operations Manager	10
2	Custom Brokerage Manager	10
3	Health and Safety Manager (Covering Compliance and Regulatory Standards)	05
4	Logistics Manager	05
5	Compliance Specialist	05

18.3.4. Work and services will be performed concurrently. The bidder must allocate professionals accordingly to ensure the completion of each task within the specified timelines. Dedicated project teams shall be assigned to each task.

19. Survey:

Contractor shall arrange survey of the defective damaged packages. The Contractor shall ensure that the carrier's survey of defective /damaged packages is held within time as arrival of the vessel jointly with the insurance surveyors, under custom's supervision.

The Contractor shall be responsible for delivery of the surveyed goods in the same condition and quantity as found at the time of survey along with details of actual losses revealed at the time of survey.

For non-compliance of this and or for any further shortage found at the time of delivery of the consignment to KE, the Contractor shall be responsible to pay the resultant loss to KE.

20. Handling of claims with custom & carrier:

Contractor will undertake all work relating to short landed packages and lodging of claims for excess recovery of customs or dues on behalf of KE with the appropriate authorities to its finalization and keep KE informed of the progress. This will also include claims for refund of customs duty, sales tax charges on short landed packages. Any other charges which KE considers as having been paid more than the correct amount shall be deducted from Contractor. The Contractor shall also inform the shipping agent regarding short landed packages.

21. Recovery of loss on account of shortage and damages due to mis-handling:

The Contractor shall be responsible for recoupment of loss on account of shortages and damages due to mishandling by contractor or his agent at any stage and KE shall have the right to assess such losses and recover the amount from Contractor. KE decision in this regard shall be deemed as final.

22. Award Criteria:

The Company will award the Contracts to the bidder whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the most satisfactory Tender Price (**final scoring will be done after technical & commercial evaluation**) and other terms and conditions provided that such bidder has been determined to be qualified to satisfactorily perform the Contract. However, the Company reserves the right to accept or reject any Tenderer, without attributing any reason thereto. The minimum passing mark is 60% for technical acceptability.

23. Company's Right to Vary Quantities:

Company reserves the right at the time of award of Contract to increase or decrease the quantity, services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

24. Company's Right to Accept/Reject Tenders:

Notwithstanding anything contained in this document, heretofore, the Company reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer's or any obligation to inform the affected Tenderer's of the grounds for the Company's action.

25. Notification of Award:

Prior to finalization of the Contracts, the Company may notify, **if required**, the successful bidder in writing through a "Letter of Intent to Award Contract" ("**LOI**") that his Tender has been accepted by the Company. This LOI shall be non-binding and will be superseded by the executed Contracts. This LOI shall along with other material terms and conditions, set out detailed payment terms which the Company shall pay to the Supplier/Bidder as prescribed in the Contracts ("**Contract Price**").

26. Contracts Signing:

- a) The Company will send the successful bidder the Contract template, incorporating all relevant terms, conditions, and arrangements between the parties.
- b) The formal Contracts between the Company and the successful bidder shall be executed within reasonable period at a place deemed fit by the Company.

27. Quality and Health and Insurance:

All Work Shall:

- a. Conform with the quality, specifications, and particulars set out in the Contract be of sound good and workmanship and comply with all applicable standards.
- b. The bidder shall not unreasonably hinder business operations of the Company. While carrying out the WORKS, the bidder shall observe strictly all the Company's rules and regulations with regards to health and safety and prevention of fire.

28. Subcontracting:

Without Prejudice to clause 9, the Broker shall not sub-contract any of its Services in full or any part under this Agreement to any third party without the written advance permission of the Company. It shall be the Company's sole discretion to either allow or disallow any part of the Services requested by the Broker to be subcontracted. In case, if the Company allows any part of the Services to be subcontracted under special or justified circumstances then the Broker shall be completely responsible/liable for such subcontracted Services along with sub Broker's actions and to ensure its done strictly in accordance with the provisions of this Agreement.

29. Severability:

If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, or be amended accordingly to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement's substantially the same in essence, and this Agreement so amended shall remain in full force and effect.

30. Independent Broker:

- 30.1. The Parties agree that the Broker will be performing Services under this Agreement as an independent service provider and neither the Broker nor its associates or employees shall be considered under any circumstances an employee, partner or servant or in any other service relationship with the Company. The Broker shall have no authority to bind the Company to any commitment of any kind in the absence of a specific mandate given by the Company to the Broker.

- 30.2. Neither Broker nor its associates or employees shall be entitled to participate directly or indirectly in any beneficial program available to the Broker's employees including, without limitation, medical, dental, labor, profit sharing, savings or any other related employee beneficial programs.

31. Confidentiality:

- 31.1. The Parties hereto acknowledge and agree that this Agreement and all matters relating thereto, whether shared orally or in writing, shall be considered confidential and proprietary information and shall not be disclosed to any third party without the prior written consent of the other Party, and shall not be used for any purpose other than to fulfill the requirements of this Agreement.

- 31.2. The Broker undertake to:

- 31.2.1 to hold all Confidential Information in strict confidence;
- 31.2.2 in the case of the Broker only, not to use, or authorise the use of, Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights or the receipt of any benefits pursuant to this Agreement;
- 31.2.3 not to disclose, or authorise use of, Confidential Information to any third party; and
- 31.2.4 promptly notify the disclosing party of any suspected or unauthorised use or disclosure of Confidential Information of which the receiving party becomes aware and promptly take all reasonable steps that the disclosing party may require in order to prevent, stop or remedy the unauthorised use or disclosure.

- 31.3. Confidentiality Clause will not apply to Confidential Information to the extent that:

- 31.3.1 such Confidential Information is in the public domain other than through the fault of the Broker;
- 31.3.2 the disclosing party has approved in writing the particular use or disclosure of the Confidential Information; or
- 31.3.3 such Confidential Information was already known by the receiving party prior to the disclosure without an obligation of confidentiality which can be evidenced by its written records.

- 31.4. The Parties may disclose Confidential Information:

To its and their respective officers, directors and employees provided that:

- 31.4.1 such persons need to know the Confidential Information disclosed to them for the purposes of performing the Services;
- 31.4.2 such persons are subject to obligations of confidentiality substantially similar to those contained in this Contract; and
- 31.4.3 notwithstanding such permitted disclosure, the Broker shall remain liable for any breach of confidentiality by such persons; and
- 31.4.4 if, and to the extent that, it is required to do so by a regulator, a relevant stock exchange or otherwise by applicable law or a court of law in the relevant jurisdiction.

32. Termination:

- 32.1 Right to Terminate Without Cause

The Company may terminate this Agreement on not less than seven (07) days prior written notice to the Broker at any time without cause and without the need to give any reason for

such termination. In the event of such termination, the Company shall pay the Broker the Professional Fee properly accrued and payable in accordance with the terms of this Agreement within thirty (30) days of such termination.

32.2 Termination by the Company

The Company may terminate this Agreement with immediate effect by issuing written notice of termination to the Broker in the event that the Broker:

- 32.2.1 commits a breach of any of its obligations under this Agreement and does not remedy such breach within fifteen (15) days of receipt of a notice requiring remedy from the Company;
- 32.2.2 is, in the opinion of the Company negligent and/or incompetent in performance of the Services;
- 32.2.3 if the Broker is unable to achieve the milestones within the agreed timelines shall give the Company the absolute right to terminate the Agreement by issuing a seven (07) days written notice to the Broker, as mentioned in Clause 5.1 (t) of the Agreement;
- 32.2.4 commits any fraud or act of dishonesty or acts in a manner which, in the opinion of the Company brings or is likely to bring the Broker, the Company into disrepute or is materially averse to the interests of the Company; or
- 32.2.5 is or is declared to be bankrupt or insolvent under any applicable law or becomes the subject of liquidation, winding-up or dissolution proceedings under any applicable law and such proceedings have not been disposed of within sixty (60) days of filing.

33. Effect of Termination:

The termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties hereunder on and prior to any such termination. Upon termination of this Agreement for any reason, the Broker shall:

- 33.1 Cease to provide any Services on the date of expiry of the notice of termination. For the sake of clarity, during the notice period the Broker will continue its Services under this Agreement unless specifically directed otherwise by the Company in writing;
- 33.2 immediately deliver to the Company all works of the Company in its possession or under its control within ten (10) days from the date of receiving the notice from the Client;
- 33.3 irretrievably delete or destroy any Confidential Information in its possession or under its control; and
- 33.4 certify in writing to the Company that it has complied with its obligations under this Clause 7 (iii) within five (05) days of termination.
- 33.5 In the event of termination of the Agreement for cause, the Broker shall only be paid the pro-rata amount earned by the Broker for the Services provided up to the date of termination, less any prior payments. The Broker shall not be entitled to anticipated profits, loss of profits, damages for costs, expenses or any payment other than payment for work performed in accordance with terms specified in the Schedule B
- 33.6 In the event of termination of the Agreement all expenses incurred by Broker up to the date of the notice of termination shall be paid by the Company provided that such

expenses shall have been incurred in accordance with the Agreement or with the prior approval of the Client.

33.7 Provided always that against any payment due from Company under this Article the Company shall be entitled to be credited with any outstanding balances due from the Broker and any other sum(s) which at the date of termination were recoverable by the Company from the Broker under the terms of this Contract. In this regard, the Company shall have the first and paramount lien over any and all amounts lying to the credit of the Broker in the books of the Company for any and all amounts due and owing to the Company under this Contract. In addition, the Company shall at all times have the right at its sole discretion to consolidate and set off any and all amounts whether due and owing to the Company by the Broker or otherwise.

34. Suspension:

34.1 The Company may instruct the Broker to suspend the performance of Services in whole or in part, at any time and from time to time by a written notice of such suspension. Thereafter, Broker shall resume the performance of the Services when directed to do so by a reasonable notice in writing of at least ten (10) working days from the Client.

34.2 In the event any suspension of the Services exceeds ninety (90) continuous days or if the Company fails to pay for Services performed within ninety (90) days after becoming due, the Broker may terminate its obligations to perform the Services by so notifying the Company forty-five (45) days prior, in writing. Alternatively, the Broker may suspend the performance of the Services in these circumstances until the Services have been fully paid.

34.3 If due to reasons solely attributable to KE, during the suspension and resumption of Services or part thereof the Broker incurs additional costs the Broker shall inform and provide the Company evidencing such additional costs by issuing of a notice of the occurrence of these additional costs as soon as reasonably practicable, then upon KE's sole determination then the time for completion shall be amended if suspension has reasonably effected the time Schedule 4.

For avoidance of doubt, the Broker shall at all times take reasonable measures to mitigate the effects of the suspension of the Services or part thereof.

34.4 The Broker shall not be entitled to such extension and payment of cost if the suspension is due to a cause solely attributable to the Broker.

35. Liability:

35.1 Indirect and consequential damages

Company shall not be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of use or production, loss of contract, loss of goodwill or business, third-party punitive damages, loss of financing expenses (including interest), or loss of data (including the cost of its retrieval) suffered by the other Party, arising out of or in connection with this Contract.

35.2 Exclusion

The limitations and exclusion shall not apply for cases of gross negligence, willful misconduct, bodily injury or death.

36. Assignment:

The Broker shall not assign, delegate or transfer any rights, obligations or duties under this Agreement in whole or in part to any other Party without the prior written consent of the Client.

37. Compensation for harm:

The Broker shall be bound to make good any loss or damage to the Client's assets, properties or personnel caused by the Broker's breach of this Agreement including but not limited to from Broker's willful conduct, negligence, fraud, carelessness or act of omission. In such event, the Agreement shall immediately stand terminated.

38. No use of client's name:

The Broker shall not make any reference to the Company and/or this in any publicity, advertisement or publication without the Client's prior written consent.

39. Intellectual property:

- 39.1 The Broker may not use any trademarks, trade names, slogans or logos of the Company except as specifically authorized by the Company in writing.
- 39.2 The Intellectual Property rights and ownership of all Deliverables prepared by the Broker under and in connection with Agreement and the Services provided herein shall become and remain the property of the Company from the time they are created.
- 39.3 The Deliverables by the Broker shall not be used for any purpose other than this Agreement without the prior written consent of the Consultant.

40. Indemnity:

- 40.1 In this Clause, a reference to the Company shall include Client's Affiliates, and the provisions of this Clause shall be for the benefit of Company and each such Affiliates, and shall be enforceable by each such Affiliate, in addition to Client.
- 40.2 The Broker, to the extent of its negligence and its obligation to pay compensation under the law governing this Agreement indemnifies, and will keep the Client, its Affiliates, directors, employees indemnified, at all times and from time to time and against any and all loss (including any direct, indirect or consequential loss and loss of profit), loss of reputation and all interest, penalties, damage or liability (whether criminal or civil) suffered, legal fees (calculated on a full indemnity basis) and all other costs and expenses incurred by Company or any of its Affiliates (whether directly or indirectly) as a result of a breach by the Broker of any of the terms or conditions of this Agreement or the neglect or default of, or any act, matter or thing permitted or omitted by, the Broker and the Consultant's personnel which includes but is not limited to any sub-Brokers, agents and/or its employees.
- 40.3 The Broker, also agrees to indemnify Company against any claim made against Company by a third party arising out of or in connection with the provision of this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of

this Agreement by Broker its employees, agents or subBrokers including but not limited to any claim made against Company by a third party for death, personal injury or damage to property, for actual or alleged infringement of a third party's intellectual property arising out of or in connection with this Contract.

40.4 The Broker further agrees to indemnify and hold Company harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature whatsoever imposed on, incurred by or asserted against the Broker by a third party in the course of carrying out its obligations pursuant to this Agreement and resulting from breach of any of the terms of this Contract, default or negligence of the Consultant, or its employees and other Consultant's personnel.

40.5 This indemnity shall survive the termination of this Contract.

41. Governing Laws & DISPUTE RESOLUTION:

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of Pakistan. The Parties irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. In case the Parties fail to resolve the dispute amicably within thirty (30) days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the Parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

Notwithstanding anything contained hereof it is agreed that during the pendency of the arbitration proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be effected due to the mediation proceedings if so deserved by the Company.

42. FORCE MAJEURE:

Force Majeure" means the occurrence of any of the following events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been foreseen or prevented by the use of or by the exercise of reasonable skill and care, it being understood and agreed that reasonable care includes acts and activities including but not limited to protect the works and the Project from a casualty or other event; that are reasonable in light of the probability of the occurrence of such event, the probable effect of such event if it should occur, and the likely efficacy of the protection measures and which, or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations

under this Agreement including but not limited to only to the extent that each satisfies the above requirements. Either Party shall be excused from the performance or punctual performance of any of its obligations under this Agreement and such obligations shall be extended by a period reasonable under the circumstances if the performance thereof is prevented or delayed by any cause or event (hereinafter, a "Force Majeure Event"):

42.1 Embargos, strikes, lock-outs/lockdowns or other industrial action or labour disputes that extend beyond the Site and which are widespread or nationwide, or that are of a political nature, but not if solely related to the Broker and/or any SubBroker(s);

42.2 in consequence of invasion, act of war (whether declared or undeclared), armed conflict, invasion, or act of foreign enemy, blockade, civil war, rebellion, revolution, riots, insurrection or civil commotion;

42.3 sabotage, terrorism or credible threat of such acts;

42.4 epidemics notified as such in Pakistan by the World Health Organization or pandemics notified by the World Health Organization

42.5 explosions, chemical or radioactive contamination or ionizing radiation or other radioactive contamination risks in the common form exclusions on the Broker's approved insurance policies;

42.6 meteorites, aircraft or object falling from aircraft or other aerial devices, the account of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed or other natural disasters;

42.7 Act of God, lightening, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado (provided that the potential occurrence of these events is not suggested by any site data made available by the Company and that no measures or design tolerances have been expressly incorporated into the design of the Works to guard against the consequences of such natural catastrophes);

42.8 impediments arising out of national or international foreign trade or customs requirements and

42.9 any event or circumstance of a nature analogous to the foregoing.

43. Non-exclusive Contract:

The Parties hereby agree that this Agreement does not in any manner restrict the Company from the appointment of any other service provider for similar purposes. The Company reserves the right of appointment concerning the subject matter of this Agreement and may appoint several service providers for the purpose of the Services stated herein.

44. Entire Contract:

This Agreement constitutes the entire Agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous verbal or written Contracts between the Company and the Broker regarding the subject matter. This Agreement

cannot be amended, or in any manner modified or altered including an oral modification supported by new consideration, except by written instrument duly executed by both Parties.

45. Language:

English will serve as the language for the whole project, including negotiations and correspondence between all parties concerned. All results will be provided in English.

46. Intellectual Property:

46.1 In this Clause:

- 46.1.1 Company's Background IPR means all Intellectual Property Rights owned by or licensed to the Company, or developed by or on behalf of Company, in either case independently of this Agreement;
- 46.1.2 40.1.2 Foreground IPR means all Intellectual Property Rights which result from or otherwise come into existence as a result of the Services.
- 46.1.3 40.1.3 All Foreground IPR shall immediately vest in and shall be owned by the Company.
- 46.1.4 40.1.4 The Service Provider hereby assigns to the Company (or its Affiliates) with full title guarantee any Foreground IPR, together with the right to sue for and recover damages or other relief in respect of any infringement of Foreground IPR.
- 46.1.5 40.1.5 All Company's Background IPR shall remain vested in and owned by the Company or its licensors (as applicable).
- 46.1.6 40.1.6 The Broker may not use any trademarks, trade names, slogans or logos of the Company or any of its Affiliates except as specifically authorized by the Company in writing.

47. Amendment:

Save as otherwise specifically provided herein, any variation or amendment of this Agreement shall be binding only if it is recorded in a document signed by or on behalf of duly authorized representatives of both the Parties

48. Governing Law:

The construction and performance of the Tender/and the Contracts shall be governed by the laws of Islamic Republic of Pakistan and the Courts of Karachi shall have exclusive jurisdiction in case a dispute arises. All provisions of the Tender / Contract are without prejudice to the Company's rights and remedies pursuant to the applicable law of Contract, common law statute or otherwise.

49. Waiver:

A waiver on the part of the Company or the Broker of any breach of any term, provision or condition of this Agreement shall not constitute a precedent nor bind Party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. No waiver shall be effective unless duly made/given in writing by the affected Party

50. Entire Agreement:

This Agreement exclusively embodies the entire agreement between the Parties relating to the subject matter of this Agreement and any prior oral or written agreements, understandings, documentation, etc. in this regard are expressly excluded and abrogated hereby.

51. Non-Exclusive Agreement:

This Agreement is Non-Exclusive in nature and the Parties hereby agree that this Agreement does not in any manner restrict the Company from the appointment of any other vendors for similar Services/purposes. The Company reserves the right of appointment of other Agreementor concerning the subject matter of this Agreement and may appoint several other vendors as service providers for the purpose of the Services stated herein.

52. Status of both Parties:

- 52.1. The relationship between the Company and the Broker is intended to be, and shall be, that of independent service provider. The Broker and/or the Broker's Personnel shall not be or be deemed/regarded or portray to be employees, agents, representatives, partners of the Company.
- 52.2. It is expressly agreed between the Parties that the Company shall have no liability towards the Broker for any payment made to Broker's Personnel if the Broker is required to make any payment whatsoever under any legislation, including but not limited to payments required to be made to 'Social Security Institution', 'Employees Old-Age Benefit Institution', payments in the nature of wages, bonuses, benefits, overtime, etc. required to be made to or in respect of the r's employees and other Service Provider Personnel. It is expressly agreed and clarified that any payments which stem from an employer employee relationship including inter alia, payments for 'Social Security Institution', 'Employees Old-Age Benefit Institution', "Education CESS", payments in the nature of wages, bonuses, benefits, overtime, treatment cost in case of onsite accidents and any type of worker's compensation etc. are the sole responsibility/liability of the Service Provider being the employer.

53. Pre-Tender Site Surveys:

The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. All Tenderers are required to visit the site(s) at their own expense to investigate the site conditions for the works and the interfacing facilities, if any, prior to tender submission. Tenderers must fully satisfy themselves regarding the extent and scope of work and site before submitting the bid.

54. Collusion:

Parties to this contract hereby affirm their commitment to fair and competitive business practice. Collusion in any form is strictly prohibited and will not be tolerated. Bidders agree not to engage in any form of collusion or anti-competitive behaviour, whether through communication, coordination, information sharing or any other mean that could undermine the principles of fair competition.

If Bidder is found to have engaged in collusion, they shall be subject to immediate termination of this contract and shall be held liable for damages incurred by the other party because of such actions. KE reserves the right to forfeit outstanding payments, blacklist the firm and cease further business. If any collusion has been observed, bidder will relinquish their right of going to court.

55. Time of Essence:

- a. The Bidder acknowledges that time is of the essence here for all times, dates and periods specified in this Agreement or if substituted amicably by the Parties in writing.
- b. In case of failure by the Bidder to perform the Services within the Term of this Agreement or any Milestone Dates mentioned according to the scope of Services, such delay by the Bidder shall entitle KE, at it's sole discretion, an unconditional right to deduct 1% of the Service Fee per week of delay, in respect of the performance of Services, up to a maximum of 10% of the Service Fee until the delay has ceased to exist as per the opinion of KE.

56. Litigation History:

The Applicant should provide accurate information on a stamp paper of value Rs.100/- mentioning any litigation or arbitration (along with outcomes and decisions if any) resulting from contracts completed or under execution over the last five years, duly signed and stamped by the Applicant. History of excessive contract arbitration and litigation resulting in decision of two cases against them will be considered sufficient ground for disqualification.

57. Technical Scoring:

Description
Technical Score
Staff
Employee strength of the company (Registered with EOBI)
Logistics Efficiency & Demurrage Management:
Offering extra demurrage free days compared to the standard free days on any Seaport in Karachi/CFS yard BOML, Bay west, NLC, Burma, AICT, Pak Shaheen/Any Airport shade
Experience

Total value of Power Sector consignments/cargos cleared in last 5 years. (Invoice, BL & GD to be provided as evidence if required)
Warehouse Management
Number of company owned/3rd party storage warehouse in Karachi (In case of 3rd party, copy of formal contract to be shared)
Operational Monitoring & IT Systems
Having any IT based system for live updates on clearing operations

58. Commercial Scoring:

Description
Commercial Score
Details
Custom brokerage 1 price (lumpsum)
Inland Transportation 2 price (lumpsum)
Payment terms
Is able to provide best credit payment terms
Performance Bond
Is willing to submit 10% performance bond against the contract value
Compliance to KE's T&Cs
Compliance to KE's T&Cs
Earnest Money/Bid Bond
Submission of Earnest Money.

Appendix A
Instructions to Tenderer's

EVIDENCE OF TENDERER'S CAPABILITY

Note: Tenderer's to provide the following information with the Tender separately and indicate herein its references where this information is available.

Sr.No.	Information to be Supplied	Tender References
1.	Name of Tenderer, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets for the preceding 3 years and projected assets and liabilities for the next 2 years shall be provided.	
8.	Names, qualifications and experience of the key technical/operational personnel.	
9.	The time since the services have been in this business and the time since he has been doing work of similar nature.	
11.	Reference lists of similar works done by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
12.	Details of contracts/projects under	

execution and future contractual commitments (for each partner, in case of a joint venture).

13. Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the bidder may be made, with authority to make inquiries from the Tenderer's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).
14. Information on any litigation or arbitration resulting from contracts completed or under execution by the bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof.

SCHEDULE B
PAYMENTSCHEDULE

Payment Terms

- a. Should offer thirty (30) days credit with minimum limit of PKR 10 Million.
- b. Following documents to be submitted along with bills submitted directly to Bill Management Cell ("BMC") at KE Elandar Road Power House Complex, Karachi
 - i. Contractor Commercial Invoice (with user signature)
 - ii. Sales Tax Invoice
 - iii. Copy of shipment commercial invoice
 - iv. Packing list
 - v. Copy of GD
 - vi. Copy of BL/AWB
 - vii. All supporting payment slips
- c. Tax Annexure C (previous month with current month invoice)

a-	Agency commission charges for Consignments shipped by sea, air freight or by post parceled.	
	Description	Charges
	Agency Commission General Shipment by Air (Minimum) in PKR	
	Agency Commission General Shipment (By Air) C&F %	
	Agency Commission General Shipment (By Air) Maximum (PKR)	
	Agency Commission General Shipment (By Sea) Minimum in PKR	
	Agency Commission General Shipment (By Sea) C&F %	
	Agency Commission General Shipment (By Sea) Maximum in PKR	
	Agency Commission Project Shipment (By Air) Minimum in PKR	
	Agency Commission Project Shipment (By Air) C&F %	
	Agency Commission Project Shipment (By Air) Maximum in PKR	
	Agency Commission Project Shipment (By Sea) Minimum in PKR	
	Agency Commission Project Shipment (By Sea) C&F %	
	Agency Commission Project Shipment (By Sea) Maximum in PKR	
	Indemnity bond & bank guarantee cancellation charges in PKR	
	Note: Project Shipment: means any scope over the value of PKR 500 million and have more than one part shipment (s) with the same title will be considered as project or any shipment(s) declared by KE as a project	

b) Local inland transportation and special equipment

[illegible]

	STGTPS (Site)												
	BQPS-I, II & III (Bin Qasim)												
	Korangi Power Complex (KPC)												

Labour Charges for offloading of goods		/ labour
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Mob – demob (mobilization and demobilization) hours to be fixed.

Signed and Stamped by signatory of Bid

Annexure C
Technical Requirements

Technical Compliance Sheet (TCS) to be completed by Bidders
Bidders are required to provide all the data as per the following requirements. Failure to provide any or part of the items within each lot thereof may result in the Bid being rejected

i. LIST OF KEY EMPLOYEES AND LICENSES

Company Name:		
Business Registration Number (NTN):		PROVIDE PHOTOCOPY OF COMPANY'S BUSINESS LICENSE
GST/ SRB Registration Number		PROVIDE PHOTOCOPY OF COMPANY'S BUSINESS LICENSE
Customs Broker License registration number:		PROVIDE PHOTOCOPY OF COMPANY'S CUSTOMS BROKER LICENSE)

ii. Key Employees:

S. No.	Full Name	Key Responsibility in Company	Number of Years with Company	Total Number of Years of Experience
1				
2				
3				
4				
5				
6				
7				
8				
9				

iii. List of vehicles, Equipment (Loading vehicle, lifter, crane)

S. No.	Equipment Details	Make	Model	Year
---------------	--------------------------	-------------	--------------	-------------

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Schedule - D
DEVIATIONS
FROM TECHNICAL PROVISIONS

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

Signed and Stamped by signatory of Bid _____

Note: Attach additional sheets, if necessary

Schedule - E
DEVIATIONS FROM CONTRACTUAL CONDITIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

Signed and Stamped by signatory of Bid

Note: Attach additional sheets, if necessary

Schedule - E

PROPOSED ORGANIZATION FOR THE PROJECT

The Bidder shall list in this Schedule the key personnel he will employ for Head office and for Site office to direct and execute the Works, together with their names, qualifications of key personnel, experience, positions held and their nationalities.

Experience, Designation	Name of Person	Summary of Qualifications, Present Position and Nationality

- Head Office:

- Site Office:

Bidder's Representative

Operations Manager

Custom Brokerage Manager

Health and Safety Manager (Covering Compliance and Regulatory Standards)

Logistics Manager

Compliance Specialist

Material coordinator

Other Key Staff

Initials of Signatory to Bid:.....