



TransKarachi

Operator of the Karachi Breeze System

PROJECT: 47279-002, KARACHI BUS RAPID TRANSIT RED LINE PROJECT

Government of Sindh

REQUEST FOR QUOTATIONS (NON-CONSULTING SERVICES)

for

**Provision of Security Services at TransKarachi Biogas Plant
Site located at Landhi, Karachi**

Contract Ref No: KBRT-Serv/Biogas Plant Site Security/2023-24/03

January 2024



REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title: Karachi Bus Rapid Transit Redline Project
Source of Funding: Asian Development Bank (ADB)
Title of Procurement: Provision of Security Services at TransKarachi Biogas Plant Site located at Landhi, Karachi
Contract Ref: KBRT-Serv/Biogas Plant Site Security/2023-24/03 Date of Issue: 23 Jan 2024
To: Concern

Sir/Madam:

1. The TransKarachi (Client) hereby requests you to submit price quotation/(s) along with required documentation as listed in section: 4(a) for the performance of the services described in the **Terms of Reference (TORs) / Scope of Services** attached as **Appendix A** with this RFQ document for the period of **12 Months** only. If you, however, have been associated with the preparation of this Scope of Services that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we are enclosing herewith the **Terms of Reference (TORs) / Scope of Services, Draft Form of Quotation, and Draft Contract Agreement (Appendix B)** along with Contract Terms & Conditions.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date) or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must be registered and have an NTN, SRB, valid license for security services from Home Department GoS and have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a document of your experience as Service Provider in at least one contract in the last 3 years of a size and nature similar to the requirements of this contract.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items/services as described in the TORs/Scope of Services attached as Appendix-A. The Contract will be issued to the respective firm offering the lowest evaluated rates/prices for all items/services at the sole discretion of the Client.
- (b) Your Quotation should comprise the following documents: (duly signed & stamped):
 1. **Form of Quotation** [to be furnished on company's original Letterhead & signed by authorized representative]
 2. **Priced Quotation** (inclusive of all taxes) [signed/stamped by authorized representative]
 3. **TORs/Scope of Services** (Appendix-A)
 4. **Checklist** [to be signed/stamped by authorized representative]



- (c) The Currency of quoted price and payment shall be Pakistani Rupees.
- (d) The rates/prices quoted shall include all the applicable Taxes, duties, and other levies as per FBR and SRB Rules & in accordance with Government of Sindh and Government of Pakistan.
- (e) You shall submit only one set of quotations for the above services. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (f) Your quotation should be valid for a period of **30 days** from deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of eligible contractors for the project for 02 years.
- (g) TransKarachi (Client) may request the participating Firms/Companies during the evaluation process to extend the Validity Period of their Bids/Proposals for a specified period [equal to or below the existing validity period referred above under Section: 4(f)] if the evaluation/award process delayed for whatever reason.

Submission of Quotations:

- (h) The Complete Set of your Quotation/Proposal comprising of all the required documents as listed above under section 4 (b) should be submitted (Hard Copy) on or before **31 January 2024 till 05.00 pm** that should be signed, sealed in an envelope clearly mentioning the **“Quotation for Security Services at Biogas Plant Site”**, and delivered to the following address. Incomplete or late proposal will not be entertained.

Client's Address: Manage Procurement & Contracts,
TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi,
Pakistan
Telephone : 021-35300240-43, 021-99332440, 021-99332478
E-Mail: faisal.shaikh@transkarachi.pk & sheeraz.ahmed@transkarachi.pk

Note: The submission of Quotation/s in soft copy through email is not allowed.

Evaluation and Comparison of submitted Quotations:

- (i) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (j) In evaluating the quotations, the Employer shall adjust for any arithmetical errors as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will govern,
 - where there is a discrepancy between the unit rate (where applicable) and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - If you refuse to accept the correction, your quotation will be rejected.

Award of Contract:

- (k) The client shall issue the formal Notification of award of contract to the successful Service Provider within the validity period for the provision of required services as per issued TORs whose quotation has been determined to be substantially responsive to this *Request for Quotation* and who has offered the lowest price quotation. The Service Provider within **07 days** receipt of notification of award of contract may return the copy with Acceptance, signed by the authorized representative of the Employer.

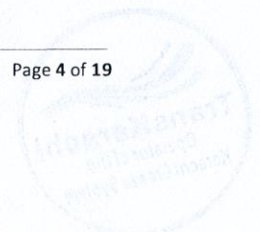


- (l) The successful service provider shall sign the Contract Agreement (to be furnished on Stamp Paper as per attached draft Contract with paid Stamp Duty equivalent to 0.35% of accepted Contract Price) governed by the annexed Contract Terms and Conditions and Appendix-A: TORs/Scope of Services. The overall Contract Price shall include all the applicable taxes of Government of Sindh and Government of Pakistan.

Failure and Terminations:

If the service provider fails to perform the related services within the period specified in the RFQ, the Employer may without prejudice to all its other remedies under the award of contract.

- Deduct from the total contract price amount, as Liquidated Damages levied at 0.5% per week or part thereof (to be calculated on per day basis) the total contract price amount subject to maximum of 10% of the contract price amount.
5. Further information can be obtained from:
- Name: Manage Procurement & Contracts,
Address: TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi, Sindh.
Telephone: +92-21-35300240-43
E-mail: faisal.shaikh@transkarachi.pk & sheeraz.ahmed@transkarachi.pk
6. The Client intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Contract resulting from this Request for Quotation.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.
- If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹
- (a) Name of Institution: _____
 - (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
 - (c) Reason for the debarment, ineligibility, or blacklisting: _____
9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
10. If so charged or convicted, please state details:²
- (a) Nature of the offense/violation: _____
 - (b) Court/Area of jurisdiction: _____
 - (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
 - (d) Other relevant details: _____



11. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
14. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).


Sincerely,
Manager, Procurement & Contracts
TransKarachi



[This Form of Quotation must be furnished & submitted on Supplier's original Letter Head]

**FORM OF QUOTATION
(Services)**

[date]

To:

The TransKarachi
C-89, Block 2, Near Bilal Masjid, Clifton, Karachi, Sindh-Pakistan
Telephone: +92-21-35300240-43. E-mail: faisal.shaikh@transkarachi.pk

We offer to provide our Services for the **Provision of Security Services at Biogas Plant Site located at Bhens Colony, Landhi, Karachi**, Contract Ref: **KBRT-Serv/Biogas Plant Site Security/2023-24/03** in accordance with the **Contract Terms and Conditions** and **TORs/Scope of Services** attached as **Appendix-A** with this Form of Quotation for the overall Contract Price not to exceed PKR _____ [amount in numbers] _____ [amount in words] in accordance with the **Payment Schedule** annexed to this **Form of Quotation**.

We propose to complete the performance of all the services described under the **Contract** within the Completion Period indicated in the **Conditions of Contract**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : TransKarachi
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____



PRICE SCHEDULE

S. No	Description	No. of Person per shift	No. of Person required per month	Monthly Rate	Total Amount PKR (inclusive of Income Tax)
1	Security Guard	05	15		
2	Supervisor	01	03		
3	Liaison Officer (on call)	01	01		
Total Amount inclusive of Income Tax and exclusive of SRB					
Sindh Sales Tax (SRB)					
Total Amount PKR (Inclusive of Income Tax & SST) Per Month					
Total Amount PKR (Inclusive of Income Tax & SST) for twelve (12) Months					

Note:

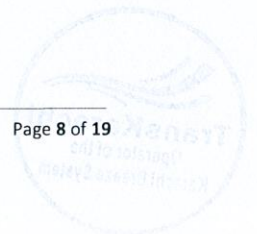
- The number of security personnel may be adjusted (increased/decreased) based on requirements or needs. The Security Service shall maintain a minimum number of staff as specified above per shift.
- Each security personnel shift / duty time will be 8 hours each day.
- The Liaison Officer will be on call and will not be stationed on-site. Their responsibility includes coordinating and providing support to the client (TransKarachi)
- Payment will be made within 30 days at the end of each month's service performed by the security personnel at site duly verified by the accepted attendance sheet or at site or any documents required to client such as (Logbook/incident report etc.)



CHECK LIST

(DOCUMENTS TO BE ATTACHED AND AGREED WITH PROPSAL)

S. No	Documents Requirement	Status (Yes/No)
01	National Tax Number Certificate (NTN)	
02	Sindh Revenue Board Certificate (SRB)	
03	Valid License from Home Department GoS	
04	Experience as Service Provider in at least one contract/service order in the last 3 years of a size and similar nature to the requirements of this contract	
05	Conformity with TORs.	
06	Bid Validity: Thiry (30) days from the date of the bid deadline	
07	Payment Condition: Payment will be made within 30 days at the end of each month's service performed by the security personnel at site duly verified by the accepted attendance sheet or at site or any documents required to client such as (Logbook/incident report etc.)	



TORs / Scope of Services

Provision of Security Services at TransKarachi Biogas Plant Site located at Landhi, Karachi

Contract Ref No: KBRT-Serv/Biogas Plant Site Security/2023-24/03

1. Purpose

The purpose of these Terms of Reference is to outline the necessary security measures to be adopted by the Service Provider, to ensure the safety and security of Biogas plant Site. (Picture of site attached for reference). The site is in Bheins Colony, Landhi, Karachi. This plan delineates the responsibilities and duties of the security service provider.

2. Scope of Work

To establish foolproof security arrangements to ward off any subversive / untoward incident on site. The Service Provider shall provide Security Services on the given site, round the clock 24 hours a day and 7 days a week (including holidays). Details are provided in subsequent sections.

3. Site Security Team Objectives

The Site Security Team Objectives will be as follows:

- a. The Service Provider shall deploy a team of armed Security Guards and their Supervisors to cover- up the security requirements of the plant site.
- b. Safeguard premises against theft, damage, and unauthorized use. Promptly report abnormalities, follow Client instructions, and provide feedback until resolution.
- c. Recognize and respond to security threats such as medical/safety/fire or any accident emergencies.
- d. Maintain log of all incidents and report occurrences to the Client as quickly as possible, considering the nature of incident, but not exceeding 24 hours of occurrence.
- e. The team shall always be equipped with necessary gadgets to execute their duties, such as flashlights, batteries, whistles, cellular phones, chargers, weapons, night sticks, batons etc.
- f. Prohibit any unauthorized activities, banners, posters, advertisements, etc., without the Client's permission.
- g. Ensuring overall site security measures, including unauthorized entry prevention, employee, and visitor identification, checks for arriving goods and personnel, addressing terrorist attacks, monitoring security threat levels, preventing vandalism and property damage.
- h. The security personnel maintain politeness, courtesy, and responsiveness to Client Staff/officers.
- i. Team should know the channel of reporting for incident reporting and allied steps to be taken.
- j. Team should be trained to launch an FIR and its follow-up (in case required), to any incidence related to safety and security of site.
- k. Team to have list of important contact numbers for emergency reporting, such as but not limited to, nearest Fire Station, Police Station, Ambulance Service, etc.



4. Responsibilities of the Service Provider

- a. The Service Provider is responsible for providing and maintaining the required transportation services needs of deployed staff.
- b. Service Provider is responsible for maintaining essential facilities, including but not limited to, drinking water, electricity, toilet, chairs, water, to create a conducive environment for its employees.
- c. Service provider is required to place/maintain 3x fire extinguishers cylinder of 6Kg DCP type on places identified by Client within site premises.
- d. Service Provider head- office shall submit the consolidated Daily Attendance Sheet with monthly bill to Client, in 1st week of every month regularly, (or whenever required by the Client).
- e. Service Provider is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform their duties.
- f. The personnel of the Service Provider shall not in any manner indulge in any political activity nor have any linked activity with Client employees.
- g. Client may refuse to accept services from any of the employees of the Service Provider whose work has been found unsatisfactory or not in accordance with the requirements of this document.
- h. The Service Provider is responsible for all personnel actions and must provide effective management, supervision, and disciplinary measures in compliance with the contract.
- i. Service Provider shall be bound to execute the directives of the Client Standing Security Orders, which will be conveyed to the Service Provider through Email, WhatsApp message / SMS or Letter etc.
- j. Service Provider shall maintain a pool of guards as backup to substitute for the supervisors/Guards who become absent /short/sick. Client shall not be charged any extra payment for such substitutes.
- k. Upon unsatisfactory performance of the supervisor/guards as determined by the Client, each shortfall will be penalized as given in Appendix A and severe lapse or repetition may lead to contract termination, by giving notice to the Service Provider. Unsatisfactory performance includes:
 - i. Unable to provide desired number of security guards / supervisors.
 - ii. Absence of security guard(s) from duty site.
 - iii. Casual performance of duty by guard(s)
 - iv. Non-reporting of major incidents to Client that occur in the site premises.

5. Security Guards

- a. The Service Provider shall deploy energetic, smart, healthy, well trained ex-armed forces personnel (preferable) or well-trained civilians trained from reputed approved training institute with perfect turnout, smart uniform with waist belt, and fully competent to meet security



- requirements in consultation with the security in charge of the Client, designated for the purpose.
- b. The guards/supervisor deployed on site shall be equipped with the required gears, to execute their assigned task.
 - c. Guards should be well versed and trained in firefighting and first aid.
 - d. The age of guards should be between 20–55 years, physically fit, with credentials checked for quality services.
 - e. Guards and Supervisors shall:
 - i. Be well-versed in conflict resolution and cultural sensitivity.
 - ii. Handle potential security threats with firmness, tact, and diplomacy.
 - iii. Be trained and regularly instructed about tact and diplomacy.
 - f. The Service Provider shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.
 - iv. Service Provider card and copy of Computerized National Identity Card.
 - v. Torch for guards on evening and night duties
 - vi. Neat & clean Standard Uniform.
 - vii. Weapon(s) with ammunition of mutually agreed kind and quality, to be provided only to the relevant security guard as per the requirement/ request of Client.
 - g. The Guard will be called “Standing Security Guard” and will remain alert, patrolling, and vigilant throughout their duty hours, and any mishap will be the responsibility of the Service Provider under all circumstances.
 - h. Daily attendance shall be marked as per the approved attendance system of the Client .
 - i. The guard services must be on a shift basis according to labor laws each day with a different guard each shift.

6. Communication

- a. The Service Provider shall provide handheld devices or means of communications to its guards for maintenance of constant communication with the supervisor/ its office at all times.
- b. Guards shall immediately report any suspicious activity to supervisor prior to engaging any intruder.
- c. The supervisor will inform the designated Security In charge on all incidents and steps taken to overcome the same or follow up of incidents.
- d. Any incident/ observation must be logged, and a formal report submitted to Client authorized office without delay.

7. Human Resource:

- a. The Employees will work according to Government rules / policy.
 - i. The services to be provided by the Service Provider must be according to government labor laws.
 - ii. Child labor rules and basic human rights will not be violated by the Service Provider.
 - iii. Service Provider shall be bound to provide the sanctioned strength of Guards at all times even on holiday.



- iv. Service Provider shall be bound to pay the minimum salary to its employees as per the prevailing rates fixed by the Provincial Government.
- b. Service Provider is responsible for medical and accident insurance of its staff. Payment of all dues like social security, EOBI, etc. Client shall not accept any responsibility of deputed personal in the event of death, injury, disablement, or illness that may take place while performing / executing the duty. Any compensation or expenditure towards treatment of such injury or loss of life shall be the sole responsibility of Service Provider.
- c. In case of any dispute between guards/workers, the matter shall be, referred to the Client management for inquiry whose decision shall be final.
- d. Disorderly guards or guards involved in immoral activities will not be allowed to serve.
- e. Service Provider will be bound to change the guards who will be unwanted by the Client immediately.
- f. Minimum manpower to be deployed is given in table below:

S. No.	Description	No. of Persons per Shift
1	Security Guard	05
2	Supervisor	01
3	Liaison Officer (on call)	01

Note:

- The number of security personnel may be adjusted (increased/decreased) based on requirements or needs. The Security Service shall maintain a minimum number of staff as specified above per shift.
- Each security personnel shift / duty time will be 8 hours each day.
- The Liaison Officer will be on call and will not be stationed on-site. Their responsibility includes coordinating and providing support to the client (TransKarachi)

8. Penalty

- a. In case of any theft on site or damage/loss to Client due to Security lapse, or shortage on manpower, a committee constituted by the Client having representation from Service Provider will investigate the matter and fix the responsibility. The recommendation of the committee shall be a binding on the Service Provider to pay the losses, if found liable.
- b. If any overage and underage guards is found on duty no salary shall be paid for them.
- c. In case of placement of inefficient/lethargic guards or guards without proper uniform, Client reserves the right to impose penalty as given in **Annexure A to this Appendix A**. The penalty amount will be deducted from the monthly invoice of the Service Provider as per the following formula.

$$\text{Penalty} = (D_f \times n \times \text{Monthly Contract Price}) / 100$$

Where:

D_f = Deficiency Factor per Occurrence

n = Number of Occurrences



- d. In the case of 3 x repetition of neglect or misconduct the amount will be doubled or may lead to revoking of contract.



Sr. No.	Description of Infraction and Other Fine Details	Deficiency factor for each Occurrence (D _f)
PENALTIES RELATED TO GENERAL SECURITY REQUIREMENTS		
1.	Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours. <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	0.1
2.	Security Personnel without proper uniform and identification, Uniform is colour-faded or torn-off, Uniform non-compliant with the uniform code defined in the scope of contract	0.2
3.	Security Personnel found in violation to the age criteria defined in the scope of contract. <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	0.3
4.	Security Personnel not carrying minimum equipment to perform his task as defined in scope of the contract.	0.2
5.	For delay exceeding 30 minutes in reporting outward and critical incidents including but not limited to robbery, theft, any use of fire arms, accidents resulting in injury or death, fire, short circuit, damage to infrastructure, lost property, vandalism, protests, fight, any factor causing disturbance	0.3
6.	Formal Reports not submitted as per defined format and schedule	.05
7.	It is found that Security Personnel is deputed without providing initial mandatory safety & security training. <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	0.3
8.	Failure to follow or acknowledge instructions issued by the Client / Misbehaviour with Client representative.	0.2
9.	Unauthorized access / trespassing	0.1
10.	Unable to launch application / FIR in concerned Police Station as per directions from the Client .	0.1
11.	Security Equipment missing / non-functional or not able to perform its intended use, inadequate in number. a) Mobile/ no balance b) Inspection mirror c) Whistle/Baton/Nightstick d) Flashlights e) Others included in the contract	a) 0.05 b) 0.05 c) 0.05 d) 0.05 e) 0.05
12.	Security Personnel involved in any kind of fraudulent activity. <i>(In addition to Fine, concerned Security Personnel(s) shall be immediately terminated followed by replacement)</i>	10
13.	Improper maintenance of incident and other logbooks	0.1
14.	Failure to arrange repair/refill/maintenance of fire extinguishers	0.1
15.	Any act/instance which is non-conforming to Client's Rules/Regulations/defined scope of work, and agreed SOPs.	5



Location map of the Site











**TransKarachi Biogas Plant
Existing Land Use**

Draft

LEGEND

Appendix

-  TK Buildings
-  KMC Abattoir (Functional)
-  TK Security Guard Placement
-  KMC Water Pump & O/H Tank
-  KMC Power Generator
-  TK Gate Security **(B)**
-  Breached Wall (Repair Required)
-  Residential Area (For resettlement)



CONTRACT AGREEMENT

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Provision of Security Services at Biogas Plant located at Bhens Colony Landhi Karachi
Contract Ref: KBRT-Serv/Biogas Plant Site Security/2023-24/03

THIS AGREEMENT made the _____ day of _____ between **TransKarachi, House No. C-89 Near Bilal Masjid Clifton Block 2 Karachi** (hereinafter called "The Client") of the one part and **M/s _____** (hereinafter called "The Service Provider") of the other part: WHEREAS the Client invited Quotation for provision of Security Services at Biogas Plant Located at Landhi Karachi has accepted a Quotation by the Service Provider for providing the services for the period of Twelve (12) months in the sum of [Rs. -----/=] (Rupees-----) (hereinafter called "the Contract Price") which is inclusive of Income Tax and sales taxes.

The Client and the Service Provider agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

- a) **Contract Terms and Conditions**
- b) **Notification of Award of Contract vide Letter No. _____ dated: _____, duly accepted by the Service Provider.**
- c) **Firm Quotation offer dated. _____ along with detailed relevant documents (Form of Quotation & Scope of Services)**

The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Notification of award of contract**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of [*Pakistan*] on the date indicated above.

<p>Signature and seal of the Client: For and on behalf of Client TransKarachi</p> <p>_____ Chief Executive Officer TransKarachi</p> <p>Witness: _____</p>	<p>Signature and seal of the Service Provider: For and on behalf of Service Provider M/S</p> <p>_____ Authorize representative of M/S</p> <p>Witness: _____</p>
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CONTRACT TERMS AND CONDITIONS

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Provision of Security Services at Biogas Plant located at Bhens Colony Landhi Karachi
Contract Ref: KBRT-Serv/Biogas Plant Site Security/2023-24/03

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

The Service Provider shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

5. Fraud and Corruption

This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

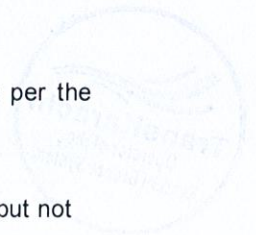
The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Required Performance Standards

The Service Provider shall confirm the compliance with standards and parameters as per the contract Terms of Reference (TOR).

Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services** but not



exceeding **Twelve (12) months** from the date of signing of contract. Service Provider may start the service / mobilize the team immediately after signing of contract agreement.

9. Fixed Contract Price

The prices indicated in the **contract** are firm and fixed and not subject to any adjustment during contract performance.

10. Taxes and Duties

Aforementioned total contract price is inclusive of all applicable taxes (Income Tax & SST). All prevailing Taxes, Government of Pakistan/Sindh taxes/stamp duties etc. are applicable as per the SROs. The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- a) No Advance Payment is allowed under this Contract.
- b) Payment will be made within 30 days at the end of each month's service performed by the security personnel at site duly verified by the accepted attendance sheet or at site or any documents required to client such as (Logbook/incident report etc.)
- c) Payment will be made upon submission of following documentation:
 - I. Supplier's original Sales Tax Invoice with Covering Letter.
 - II. Attendance report duly verified by TransKarachi.
 - III. Satisfactory Report (in original) from concerned Department/Section of TransKarachi.
 - IV. Incident report/logbook or any other documents required by TransKarachi

12. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the Arbitration Act of Pakistan.

13. Independent Service Provider

The Contract shall not nor be deemed to create the relationship of employer and employee, master and servant, or principal and agent between Client and the Service Provider or the or his employees, agents or any other persons engaged by the CONTRACTOR to perform its obligations under this Contract.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.



17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- a. For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Accounts and Records

- a. The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- b. Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- c. The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 45 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

22. Focal Person of the Assignment

The focal person for coordination / correspondence will be nominated by TransKarachi.

