PAKISTAN ENGINEERING COUNCIL

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BIDDING DOCUMENT Doc No: 10/R&I/Admin/PEC

FOR HIRING OF COURIER SERVICES

TENDER DOCUMENT

- 1. General Instructions
- 2. Technical Proposal
- 3. Financial Proposal
- 4. Draft Agreement/Contract





General Instructions

- 1. PEC intends to hire the services of a well reputed Courier Company for provision of courier services at PEC HQ, Islamabad and its Regional/Branch Offices.
- 2. The services will be hired according to PPRA rule (36b) Single stage two envelope procedure.
- 3. Bid shall be submitted in a single package containing two separate envelopes clearly marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL".
- 4. <u>Mandatory Requirements:</u> Courier Company must furnish following information/documents along with Technical Proposal failing which the bid shall be rejected without further evaluation:
 - a. Copy of NTN certificate.
 - b. Copy of GST certificate.
 - c. UAN
 - d. Company /Firm Website.
 - e. Minimum 10 years of experience
 - f. Affidavit on legal paper that the firm has not been black listed by any Government/Semi Government organization.
 - g. Technical proposal must contain a certificate that earnest money of Rs. 100,000/- has been attached with financial bid.
- 5. Earnest money of Rs. 100,000/- in form of pay order/draft in favor of PEC, shall be submitted with financial proposal.
- 6. Bid shall be valid for 90 days of bid opening date.
- 7. **Evaluation of Technical Proposals:** Based on the record/documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at Annex-A. Minimum threshold for qualifying for financial evaluation shall be 70%.
- 8. Bidder shall quote the courier charges as per the format at **Annex-B** of this document.
- 9. **Award of Contract:** Financially lowest/most advantageous bidder shall be considered for award of contract. Financially lowest/ most advantageous bidder shall be determined by calculating the combined average domestic rates for three years/weight/zones.
- 10. If two or more bidders quote the same price in financial proposal, then the Contract will be awarded to the one with highest marks in technical evaluation.
- 11. Successful bidder will sign a contract /agreement for the period of three years. Draft agreement also placed in tender document at **Annex-C**.

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- 12. Both parties (PEC or service provider) can terminate the contract with the prior notice of one month period without assigning any reason.
- 13. Payments shall be made on monthly basis after issuance of invoice by the contractor. Taxes and other duties will be deducted as per Government Rules.
- 14. Earnest Money of un-successful bidder will be returned on issuing of contract to successful bidder.
- 15. Earnest money of successful bidder will be converted into retention money and the same will be released within 02 months of expiry of contract.
- 16. Interested Courier Companies may forward their proposals as per above instructions to the undersigned latest by 20th November, 2023 at 02:30 PM.

17. PEC HQ, Islamabad reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

Muqarrab Iqbal Director (Admin)



Technical Proposal (Data Sheet)

Year of Establishment No. of Employees Express Centers On line Locations Serving Countries Worldwide SMS Tracking Own aircraft/ Vehicles ISO Certified Company Corporate Customers (each customer billing over 1 million per month) Network Service List Note: Figures quoted in the above data form can be very and any misstatement by the bidder may result in termi of pending payments along with retention money and blackers.	
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Corporate Customers (each customer billing over 1 million per month) Network Service List Note: Figures quoted in the above data form can be vereand any misstatement by the bidder may result in terminal contents.	
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. Please attach Company Profile and list of clients.	
. Contact Person Name	
. Office Address	_
. Contact Number	
Date Signature & Stan	np

Annex-A

Technical Evaluation Marks

Description	Marks	Criteria
Year of Establishment	15	One mark will be awarded for each year of experience beyond 10 years.
No. of Employees (Minimum 2500)	15	Five marks will be awarded for every 1000 employees beyond 3000 employees. (Above 500 employees will be considered as 1000 and below as zero).
Express Centers (minimum 250 centers)	15	Five marks will be awarded for every 100 express centers beyond 300 centers.
		(Above 50 centers will be considered as 100 and below as zero).
On line Locations (Minimum	10	Two marks will be awarded for every 50 on line locations beyond 250 locations.
250)		(Above 25 centers will be considered as 50 and below as zero)
SMS Tracking	10	Yes : 10 marks No : Nil
Own aircraft	10	Yes : 10 marks No : Nil
ISO Certified Company	10	Yes : 10 marks No: Nil
Corporate Customers (over Rs. 500,000/- billing per month)	15	> 20 : 15 marks < 15 : 10 marks < 10 : 5 marks
Total	100	≤ 05 : Nil





- Supporting documents must be attached with Technical Proposal for each evaluation parameter.
- Minimum threshold for qualifying is 70% i.e; bidders obtaining 70% marks shall be qualified for opening of financial proposals.



Annex-B

Financial Bid for Three Years

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				_

Service						pment Rate pees)	es			
Overnight	Weight	Within City			Same Zone				Different Zone	
		1st year	2nd Year	3rd Year	1st Year	2nd Year	3rd Year	1st Year	2nd Year	3rd Year
	0.0 KG to 0.5 KG									
	0.6 to 1 KG									
	Each Addl 0.5 KG	l _e								
Total Don	nestic Bid Price	-				,				

Description	Percen	tage	
	1 st Year	2 nd Year	3rd year
Fuel Adjustment Charges			

Note: The bidders shall quote price for all categories of shipments and weights

Sgnature & Stamp —	
Name	





Procurement of Courier Service Agreement

This	agreemer	it is	entered	into	and	executed	on	this	day		for	hiring	of	courier	services
betw	reen the P	akist	an Engi	neerir	ng Co	ouncil (PI	EC),	an A	utho	rity, havi	ng i	ts head	lqu	arters a	t G-5/2,
Head	dquarter, I	slam	abad (he	ereina	fter 1	referred a	s "P	EC")	of the	e first par	t				

				An	ıd					
M/s									a compa	ıny
incorporated located at the context so	permits	includ	(hereinafter de its assigns	called "Couri	er Com	pany")	which ex	press	ion shall wh	nerever
collectively ref	ferred to	as the	parties.							

1. TERMS OF AGREEMENT:

- a. **PERIOD:** This agreement will remain enforced from 2023 to2026 for total period of three years from the date of execution, renewable/extendable on yearly basis by PEC subject to mutual consent and satisfactory performance of the Courier Company.
- b. **EXECUTION:** The Courier Company will be bound to execute the terms of contract and instructions/directives of PEC.

2. PERFORMANCE GUARANTEE:

The courier company is required to deposit a "performance/ bank guarantee" equivalent to two (2) months service charges of the first year, through a Pay Order/ bank draft in favor of PEC within one week of Letter of Acceptance. The bid security of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.

3. PAYMENT OF SERVICES CHARGES:

PEC hereby covenants to pay the Courier Company, in consideration of the provision of courier services charges upon receipt of monthly invoice, for the services provided at national level on the terms and conditions, charges / rates and time given below:



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i. National (Domestic) Rates for Overnight Service

Service	Weight	w	ithin C	ity	S	ame Zo	ne -	Differ	ent Zon	е
Service	weight	1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year
	0.0 kg to 0.5 Kg									
Overnight	0.5 kg to 1.0 Kg									
	Eac h addl Kg									

ii. Fuel Adjustment Charges

Description	Rates / Charges						
	1st Year	2 nd Year	3rd Year				
Fuel Adjustment Charges							

•	Fuel adjustment charges will be applicable on above mentioned rates.
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iii. Consignment Delivery Time

a. National (Domestic) - O

Overnight

iv. <u>Voluntary Customer Insurance:</u> On a premium of 1% of declared value of shipment and 10% of premium of fragile items.

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4. TAXES:

- a. The Courier Company must be registered with sales tax department, having National Tax Number.
- b. The courier company shall be responsible to pay all the taxes required under the relevant laws of Pakistan. PEC will not pay any additional amount during contract period.

5. RESPONSIBILITIES OF THE COURIER COMPANY:

- a. The Courier Company shall be responsible to deliver and/or hand over all the consignments at their designated destinations within the time specified and agreed hereinabove.
- b. Upon failure or delay in the performance of service as agreed between the parties under this agreement, except in the events of *force majeure* and/or *Act of God*, PEC shall have the right to early terminate the agreement at any time by issuing a notice of seven (7) days to the courier company and take legal action against and claim damages or ask for specific performance etc arising out of the contraventions of this agreement.
- c. The Courier Company shall be responsible to pay PEC, the amount of loss or damage to a document or consignment actually sustained and claimed by PEC.

6. INDEMNITY:

The Courier Company shall at all times during the specified period of this agreement and thereafter indemnify the **PEC** and its officers against all losses and claims for injuries or damages to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by Courier Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

7. CONFIDENTIALITY:

The Courier Company shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the **PEC** or its offices and as to any other matter which may come to their knowledge by





reasons of the performance of the services specified in the agreement. If in the opinion of the **PEC** there has been any such disclosure the person concerned shall immediately be dismissed from the service.

8. MODIFICATION OF THE AGREEMENT:

Any amendment or modification of this agreement or additional obligations assumed by any of the parties, will be enforced only after mutual agreement of both parties. No supplement, alteration, waiver or amendment in any of the terms of this agreement will be effective/binding unless made in writing and duly executed by an authorized officer(s) or representative of both the parties.

9. PERFORMANCE STANDARDS:

The Courier Company shall perform the services under this agreement with the highest standards of professional expertise, ethical competence and integrity.

10. RESTRICTION OF ASSIGNMENTS TAKE OVER (Sublet of Agreement)

- a. Courier Company shall not assign or make a sub-agreement for any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the PEC to terminate this agreement forthwith.
- b. If Courier Company make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, PEC shall be entitled to terminate this agreement forthwith upon notice.

11. FORCE MAJEURE:

Force Majeure events or conditions beyond the control of Courier Company and PEC, such as acts of God, acts of terrorism, or similar acts, civil disturbances, or any other emergency beyond the parties control, which makes it inadvisable, illegal, or impossible for either party to this agreement to perform their obligations under this agreement as they relate to the performance. In case of such event, the agreement shall stand terminated and the courier company shall thereafter have no obligation to PEC and PEC shall not be required to pay to the courier company.

12. TERMINATION OF AGREEMENT:

If the courier Company breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from PEC shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

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This agreement has taken place w.e.f__2023 and will be in force for the period of three (03) years. (This agreement will be renewed every year subject to satisfactory performance of Courier Company).

Both parties have rights to terminate the agreement on one month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to last two months billing.

13. GOVERNING LAW:

This agreement will be enforceable and governed in accordance with the laws of Islamic Republic of Pakistan.

14. <u>DISPUTES:</u>

a.

- a. All questions, disputes, controversies arising between the parties with respect to the existence, scope, intent, extent, interpretation of the agreement, and specification of the services of the agreement will first be resolved/settled amicably by the parties through negotiations of their respective senior management personnel.
- b. All such disputes if not amicably resolved within thirty (30) days of failure of amicable discussion as judged by either party; shall be referred for arbitration in accordance with the provisions of the Arbitration Act, 1940 and the rules framed there under by either party by giving a thirty (30) days' notice to the other party.
- c. The arbitration proceedings will take place in Islamabad. The award rendered by the Arbitrator will be final and binding on the parties.

IN WITNESS WHEREOF, this agreement has been duly signed by the parties hereto on the day, month and year written hereinabove.

For and on behalf of	For and on behalf of
Company Name	Pakistan Engineering Council
Islamabad	Islamabad
Witnesses:	
1:	2:





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Instructions regarding Sealing, Submission & Opening of Bid

1.	Sealing of Bid	The bid to be properly sealed and covered in safe envelope.
2.	Title of Bid Envelopes	Tender Title: Hiring of Courier Services for PEC Tender No: 10/R&I/Admin/PEC Due Date 20th November, 2023 Bid Mode: Single Stage two envelope (36b)
3.	Bid Submission	Bid Submission/ Closing Date: 20th November, 2023. Submission/ Closing Time: 2:30 hrs.
4.	Bid Submission Venue	PEC Headquarters, Islamabad.
5.	Bid Opening	Bid Opening Date: 20th November, 2023 Bid Opening Time: 3:00 hrs.
6.	Bid Opening Venue	PEC Headquarters, Islamabad
7.	Bid Announcement	Public announcement of bids shall be made after being opened by Procurement Committee of PEC in presence of participating bidders or their deputed representatives, who wishes to be present at the designated date, time & venue,



