

TENDER NO. 01/2022

INVITATION TO BID

Hiring of Courier Services for Supreme Court of Pakistan at Islamabad and its Branch Registries at Lahore, Peshawar, Karachi and Quetta.

1. Supreme Court of Pakistan (SCP) invites sealed bids from the Courier Companies registered with Income Tax and Sales Tax Departments and are on Active Tax Payers List of the Federal Board of Revenue for provision of courier services to the SCP at Islamabad and its Branch Registries at Lahore, Peshawar, Karachi and Quetta, for a period of three years.
2. Those firms/companies which have already worked with SCP shall be in possession of a certificate of satisfactory performance issued from SCP alongwith technical proposal.
3. Bidding documents, containing terms and conditions etc are available at the **Office of the undersigned at Main Registry of this Court Islamabad** free of cost and can also be downloaded from <http://www.supremecourt.gov.pk>
4. The bids, prepared in accordance with the instructions in the bidding documents may be deposited in the tender box placed at Reception/Information Desk of SCP, Islamabad on or before **14th June, 2022** by **1100 Hours**. Bids will be opened on the same day at **1130 hours at SCP Islamabad**. This advertisement is also available on PPRA website at www.ppra.org.pk

(PERVAIZ IQBAL)
Assistant Registrar (General-II)

Hiring of Courier Services for Supreme Court of Pakistan

TENDER DOCUMENT

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

SUPREME COURT OF PAKISTAN
CONSTITUTION AVENUE
ISLAMABAD
Ph: 051-9220581
<http://www.supremecourt.gov.pk>

General Instructions

1. Supreme Court of Pakistan (SCP) intends to hire the services of a well reputed Courier Company for provision of courier services for pick and delivery of daily official dak to and from all its registries at Lahore, Karachi, Peshawar, Quetta and Islamabad.
2. The services will be hired according to PPRA 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. Those firms/companies which have already worked with SCP shall be in possession of a certificate of satisfactory performance issued from SCP alongwith technical proposal.
5. **Mandatory Requirements:** Courier Company shall 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. Company /Firm Website.
 - d. Minimum 10 years of experience
 - e. Affidavit on legal paper to the following effect:
 - i. That the company/firm has not been black listed by any Government/Semi Government organization.
 - ii. That the company/firm has fulfilled and agreed with all the requirements of general conditions and tender documents.
 - f. A certificate that earnest money of Rs.5,000/- in form of pay order/draft in favor of Registrar Supreme Court of Pakistan has been submitted with financial proposal.
6. Bid shall be valid for 90 days from financial bid opening date.
7. **Evaluation of Technical Proposals:** Based on record/documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at Annex-A. Minimum threshold to qualify for financial evaluation shall be 70% marks
8. Bidder shall quote the courier rates as per the format at Annex-B of this document. The rates shall be inclusive of all charges, taxes and adjustments etc.
9. **Award of Contract:** Financially lowest bidder as determined according to Annex-C shall be considered for award of contract.
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 a period of three years. Draft agreement also annexed in tender document at Annex-D.

12. The contract may be terminated by any party on one month's notice without assigning any reason.
13. Payments shall be made on monthly basis and the bills will be submitted by the contractor till the 7th of each month. Applicable taxes shall be charged/withheld by Supreme Court as per Government Rules.
14. Earnest Money to all bidders will be returned after award of contract to successful bidder.
15. Interested Courier Companies may deposit their proposals as per above instructions in the tender box placed at Reception/Information Desk of SCP, Islamabad on or before **14th June, 2022**
16. Any bidder whose technical or financial proposal violates the general conditions or Annex 'D' will be disqualified.
17. The SCP reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

(PERVAIZ IQBAL)
Assistant Registrar (General-II)

Technical Proposal (Data Sheet)

Description	Detail
Year of Establishment	
No. of Employees	
Express Centers	
On line Locations	
SMS Tracking	
Own aircraft	
ISO Certified Company	
Corporate Customers (each customer billing over Rs. 500,000/- (five lacs) per month	

Note: Figures quoted in the above data form can be verified independently by this Court and any misstatement by the bidder may result in termination of contract, forfeiture of pending payments and black listing of the company.

- 1. Please attach Company Profile and list of clients.
- 2. Contact Person Name: _____
- 3. Office Address: _____
- 4. Contact Number: _____

Date _____

Signature & Stamp _____

Name _____

Annex-A

Technical Evaluation Marks

Description	Marks	Criteria
Year of Establishment (Minimum 10 Years experience)	15	10 Years or above =15 marks Below 10 Years=0 marks
No. of Employees (Minimum 3000)	15	3000 or above= 15 marks Below 3000= 0 marks
Express Centers in Islamabad and in each provincial capital (Minimum 300 centers across the country)	15	300 or above= 15 marks Below 300= 0 marks
On line Locations (Minimum 250)	10	250 or above= 10 marks Below 250= 0 marks
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/- (five lacs) per month)	15	> 20 : 15 marks ≤ 15 : 10 marks ≤ 10 : 5 marks ≤ 05 : Nil
Total	100	

- 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

Service		Shipment Rates (Rupees)	
Overnight		Same Zone	Different Zone
	0.0 KG to 0.5 KG		
	Above 0.5 to 1 KG		
	Each Addl KG		

- Note:
- a. The bidders shall quote rates for above categories inclusive of all charges, taxes and adjustments etc.
 - b. 10 % annual increase will apply on above rates for the second and third year of contract.
 - c. Islamabad and Peshawar will be considered as same zone and other Branch Registries of this Court as different zones.
 - d. The bidders may also mention rates for special handling services.

Signature & Stamp -----

Name -----

FINANCIAL EVALUATION

Total Marks	100
Weightage to Same Zone Rates	20 Marks
Weightage to Different Zone Rates	80 Marks

SAME ZONE (20 Marks)

Upto 0.5 Kg (5 marks) Above 0.5 Kg to 1 Kg (5 marks) Addl Kg (10 marks)

Rupees upto	Marks	Rupees upto	Marks	Rupees upto	Marks
30	05	40	05	35	10
31 to 40	03	41 to 50	03	36 to 45	08
41 to 50	02	51 to 60	02	46 to 55	05
51 & above	01	61 & above	01	56 & above	03

DIFFERENT ZONE (80 Marks)

Upto 0.5 Kg (10 marks) Above 0.5 Kg to 1 Kg (20 marks) Addl Kg (50 marks)

Rupees upto	Marks	Rupees upto	Marks	Rupees upto	Marks
40	10	60	20	50	50
41 to 50	08	61 to 70	15	51 to 60	40
51 to 60	05	71 to 80	10	61 to 70	30
60 & above	03	81 & above	05	71 & above	20

Procurement of Courier Service Agreement

This agreement is entered into and executed on this day for hiring of courier services between the Supreme Court of Pakistan, Islamabad (hereinafter referred as “SCP” of the first part

And

M/s -----
----- a company incorporated under the Companies Act, 2017 and having its registered office located at
..... (hereinafter called “Courier Company”) which expression shall wherever the context so permits include its assignees and successors in interest of the second part, and both to be collectively referred to as the parties.

1. TERMS OF AGREEMENT:

- a. PERIOD: This agreement will remain enforced from 2022 to2025 for total period of three years from the date of execution, renewable/extendable on yearly basis by SCP subject to mutual consent and satisfactory performance of the Courier Company.
- b. EXECUTION: The Courier Company shall be bound to execute the terms of contract and instructions/directives of SCP.

2. PERFORMANCE GUARANTEE

The Courier Company shall submit security amount (Refundable) of Rs.100,000 (Rupees one lac only) in favor of Registrar SCP in the form of Banker’s Cheque within ten days of award of agreement.

3. PAYMENT OF SERVICE CHARGES:

Supreme Court of Pakistan hereby covenants to pay the Courier Company, in consideration of the provision of courier service charges on the terms and conditions given below. Bills will be submitted till the 7th of each month and one cheque will be issued in favour of the Courier Company.

Service		Shipment Rates (Rupees)	
		Same Zone	Different Zone
Overnight			
	0.0 KG to 0.5 KG		
	Above 0.5 to 1 KG		
	Each Addl KG		

10 % annual increase will apply on above rates for the second and third year of contract if mutually agreed between the parties.

iv. **Consignment Delivery Time**

The Courier Company will be bound to pick and deliver urgent dak overnight and routine dak in the morning of next day.

The above rates shall be applicable for provision of service in respect of SCP's Offices throughout the country, including but not limited to, Islamabad, Lahore, Karachi, Quetta and Peshawar.

4. **TAXES:**

- a. The Courier Company shall be registered with FBR/other revenue departments, having National Tax Number. The Courier Company shall be on Active Tax Payers List of the FBR.
- b. The Courier Company shall be responsible to pay all the applicable taxes required under the relevant laws of Pakistan. Applicable taxes shall be charged/withheld by Supreme Court as per Government Rules.

5. **REPONSIBILITIES OF THE COURIER COMPANY**

- a. The Courier Company shall be responsible to pick and deliver 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 event of force majeure, Supreme Court of Pakistan shall have the right to forfeit the security amount if the Courier Company fails to give a reasonable explanation of its default.

6. **INDEMNITY:**

The Courier Company shall at all times during the specified period of this agreement and thereafter indemnify the Supreme Court of Pakistan 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, proceedings, costs, charges and expenses 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 confidentiality of any document or any information which may come to the knowledge of its employees by reason of the performance of services specified in the agreement.

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 (Subletting of Agreement)**

- a. Courier Company shall not assign or make a sub-agreement for any of its duties or rights under this agreement.
- 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, SCP shall be entitled to terminate this agreement after notice.

12. **TERMINATION OF AGREEMENT**

The contract may be terminated by any party on one month's notice without assigning any reason. 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 SCP specifying such breach in reasonable detail, SCP shall have the right to terminate this agreement by giving one month's prior written notice to the company.

13. **GOVERNING LAW:**

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

14. **DISPUTES:**

All questions, disputes, controversies arising between the parties with respect to the existence, scope, intent, extent, interpretation of the agreement, specification of the services of the agreement will be resolved/settled by the Additional Registrar (Judicial), Supreme Court of Pakistan as sole arbitrator.

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
Company Name _____
Islamabad

For and on behalf of
Supreme Court of Pakistan,
Islamabad.

Witnesses:

1:- _____

2:- _____

Instructions regarding Sealing, Submission, Pre-Bid & Opening of Bids

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 Supreme Court of Pakistan Tender No: <u>01/2022</u> Due Date: 14th June, 2022 Bid Mode: Single Stage Two envelopes
3.	Bid Submission	Bid Submission/ Closing Date: 14th June, 2022 Submission/ Closing Time: 1100 hrs
4.	Bid Submission Venue	Supreme Court of Pakistan, Constitution Avenue, Islamabad.
5.	Pre-Bid Meeting	Meeting will be held on 09th June, 2022 from 11:00 am to 12:00 Noon
6.	Bid Opening	Bid Opening Date: 14th June, 2022 Bid Opening Time: 1130 hrs
7.	Bid Announcement	Proposals will be opened by Deputy Registrar (Admin)/Deputy Registrar (General) on the same day i.e. 14th June, 2022 at 1130 Hours in presence of bidders or their deputed representatives, who may wish to witness bid opening proceedings.