

**GOVERNMENT OF PAKISTAN  
REVENUE DIVISION  
FEDERAL BOARD OF REVENUE**

**National Competitive Bidding**

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**Provision of Courier Services for  
FBR (HQ), Islamabad**

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**Part One - Section I.**  
**Instructions to Bidders**

## **A. Introduction**

- 1. Source of Funds**
  - 1.1 Government of Pakistan has allocated budgetary grant to Federal Board of Revenue (HQs) in accordance with regular budgetary allocation for current expenditure. The Purchaser intends to spend a portion thereof towards the instant procurement.
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all firms/companies associated with carrying out similar assignments/works and preferably enlisted with any Government Body for execution of such works/services.
  - 2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
  - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by any authority/or legal entity.
- 3. Cost of Bidding**
  - 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

- 4. Content of Bidding Documents**
  - 4.1 The services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
    - (a) Instructions to Bidders (ITB)
    - (b) Bid Data Sheet
    - (c) General Conditions of Contract (GCC)
    - (d) Special Conditions of Contract (SCC)
    - (e) Schedule of Requirements
    - (g) Bid Form and Price Schedules
    - (h) Contract Form
  - 4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a

bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- 5. Clarification of Bidding Documents** 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in Bid Data Sheet.

### **C. Preparation of Bids**

- 6. Language of Bid** 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet.
- 7. Documents Comprising the Bid** 7.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule duly completed
  - (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) bid security furnished in accordance with ITB Clause 12.
- 8. Bid Form** 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be performed, a brief description of the services, quantity, and prices etc.
- 9. Bid Prices** 9.1 The Bidder shall indicate on the appropriate Price Schedule indicating the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract.
- 9.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. All taxes, duties, adjustments shall be included in the quoted prices.
- 9.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 20.5. Prices quoted conditionally shall make the bid liable to rejection.

- 10. Bid Currencies** 10.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 11. Documents Establishing Bidder's Eligibility and Qualification**
- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 12. Bid Security**
- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 12.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The bid security shall be in Pak. Rupees and shall be in forms of an irrevocable encashable on-demand Bank call-deposit or as may be specified in the Bid Data Sheet.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 20.5.
- 12.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 26 and furnishing the performance security, pursuant to ITB Clause 27.
- 12.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid

validity specified by the Bidder on the Bid Form; or

- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 25;
  - or**
  - (ii) to furnish performance security in accordance with ITB Clause 26.

**13. Period of Validity of Bids**

13.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

**14. Format and Signing of Bid**

14.1 The Bidder shall prepare the bid by incorporating such information/forms/formats as may be require duly typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

14.2 Any interlineations, erasers, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**D. Submission of Bids**

**15. Sealing and Marking of Bids**

15.1 The Bidder shall seal the the bid in envelope, duly marking the envelopes as "ORIGINAL" .

15.2 The envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

15.3 If the envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids**

16.1 Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified therein.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids in which case all rights and obligations of the

Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids**

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

**E. Opening and Evaluation of Bids**

**18. Opening of Bids by the Purchaser**

18.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids and bids with bid security less than the prescribed amount.

18.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

18.4 The Purchaser will prepare minutes of the bid opening.

**19. Clarification of Bids**

19.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**20. Preliminary Examination**

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the

unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

20.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause 21 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**21. Evaluation and Comparison of Bids**

21.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive.

21.2 The Purchaser's evaluation of a bid will be based on delivered duty paid (DDP) price inclusive of all duties and taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid. Prices for various categories of service shall be weighted as per scores mentioned in Bid Data Sheet.

**22. Contacting the Purchaser**

22.1 Subject to ITB Clause 19, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

22.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**23. Post-qualification**

23.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to



perform the contract satisfactorily, in accordance with the criteria listed in Bid Data Sheet

23.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

23.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**24. Award  
Criteria**

24.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**25. Purchaser's  
Right to  
Accept any Bid  
and to Reject  
any or All Bids**

25.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**26. Notification of  
Award**

26.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

**26. Signing of  
Contract**

26.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

26.2 Within thirty (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to

the Purchaser.

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**27 Performance  
Security**

- 27.1 Within twenty (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 27.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 26 or ITB Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**Part One - Section II.**  
**General Conditions of Contract**

### **General Conditions of Contract**

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) “The Services” means all services which the Supplier is required to provide to the Purchaser under the Contract.
  - (e) “GCC” means the General Conditions of Contract contained in this section.
  - (f) “SCC” means the Special Conditions of Contract.
  - (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
  - (h) “The Purchaser’s country” is the country named in SCC.
  - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
  - (j) “The Project Site,” where applicable, means the place or places named in SCC.
  - (k) “Day” means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
- NA
- 4. Standards**
- 4.1 The Services provided under this Contract shall conform to the standards mentioned in the Specifications Details.

- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
- 7. Performance Security**
- 7.1 Within twenty (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check, DDR/CDR valid for term of contract.

7.4 The performance security will be discharged by the Purchaser

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and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

17.1 Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## **18. Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **22. Delays in the Supplier's Performance**

22.1 Performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or  
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its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its service obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to perform any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or

soliciting of any thing of value to influence the action of a

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public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, 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.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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 the Force Majeure event.

## **26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which



has accrued or will accrue thereafter to the Purchaser.

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**27. Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**28. Resolution of Disputes**

28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**Part Two**  
**Section I. Invitation for Bids**

**Government of Pakistan  
(Revenue Division)  
Federal Board of Revenue  
\*\*\*\*\*  
Invitation for Bids**

The Federal Board of Revenue invites sealed bids from eligible bidders for **Provision of Courier Services at FBR (HQs), Islamabad**, with minimum bid security of **Rs. 150,000/-** of the quoted price.

2. A complete set of bidding documents in English may be obtained by interested bidders from the address below or may be downloaded from the website of Federal Board of Revenue ([www.fbr.gov.pk](http://www.fbr.gov.pk)) and Public Procurement Regulatory Authority ([www.ppra.org.pk](http://www.ppra.org.pk)).
3. Bids must be delivered to the address below on or before 02:30 p.m. on **13<sup>th</sup> January, 2013**. All bids must be accompanied by a bid security in the shape of DD/Pay Order/CDR which shall remain valid for a period of 91 days after Bids opening. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 03:00 p.m., on **13<sup>th</sup> January, 2013**.
4. Bidders are requested to furnish complete documentation alongwith the bid that might enable the purchases to establish the bidder's qualification and eligibility.

**Kaleem Arshad  
Second Secretary (S&M)  
Room No. 38 FBR House,  
Constitution Avenue, Islamabad  
Tel #. 051-9203679**

**Part Two**  
**Section II. Bid Data Sheet**

### Bid Data Sheet

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

<b>Introduction</b>				
<b>ITB 1.1</b>		Name of contract: Provision of Courier Services for FBR(HQs), Islamabad		
S.No	Description	Qty (No)	Delivery location	Bid Security (Pak Rs.)
1.	As mentioned in Specification Details	As per Specification Details	Islamabad	Rs. 150,000

<b>ITB 5.1</b>	The Purchaser's address is :  <b>Secretary (S&amp;M)</b> <b>FBR House, Constitution Avenue, Islamabad</b> <b>Tel #. 051-9203679</b>
<b>ITB 6.1</b>	Language of the bid. English

<b>Bid Price and Currency</b>	
<b>ITB 9.2</b>	The price quoted shall be (a). In Pak Rupees. (b). Delivery Duty Paid (DDP) including all taxes, duties, future price adjustments, surcharges etc and incidental costs.
<b>ITB 9.3</b>	The price shall be fixed for 05 years and may be negotiated after conclusion of 05 years from date of award of contract.

<b>Preparation and Submission of Bids</b>	
<b>ITB 11.2</b>	Qualification Requirements 1. The bidders should be doing business of provision of courier services in all the major cities of the country, for the last five years. 2. The Bidder should be registered with Sales Tax and Income Tax Department. (Documentary evidence required) 3. The Bidder should furnish documentary evidence (client's certificate) in support of the satisfactory operation of the service under at least (03) three contracts during the 03 years. (Documentary evidence required)
<b>ITB 12.1</b>	Amount of bid security is <b>Rs. 150,000/-</b>

<b>ITB 12.3</b>	Bid Security shall be in form of Pay Order/Demand Draft/CDR.
<b>ITB 13.1</b>	Bid validity period. : Ninety One (91) days after the Bid Opening.
<b>ITB 16.1</b>	Address for bid submission. <b>Mehmood Hussain Janjua</b> <b>Secretary (S&amp;M)</b> <b>FBR House, Constitution Avenue, Islamabad</b> <b>Tel #. 051-9203679</b>
<b>ITB 16.1</b>	Deadline for bid submission is 2:30 pm on <b>13<sup>th</sup> January, 2013</b>
<b>ITB 18.1</b>	Time, date, & place for bid opening. 3:00 pm on <b>13<sup>th</sup> January, 2013</b> at Federal Board of Revenue, FBR House, Constitution Avenue, Islamabad.
<b>Bid Evaluation</b>	
<b>ITB 21.2</b> <b>ITB 23.1</b>	Criteria for Bid evaluation: If X= price quoted for each weight range in local and national categories as per specifications details Then Average of Local delivery= [X<100mg + 3(100mg>X>500mg) + 2 (500mg>X>1000mg) + (X>1000mg)]/7 Average of National delivery= [X<100mg + 3(100mg>X>500mg) + 2 (500mg>X>1000mg) + (X>1000mg)]/7  Evaluated DDP = Average of Local Delivery x 20% + Average of National Delivery x 80%

**Part Two**  
**Section III. Special Conditions of Contract**

## **Special Conditions of Contract**

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

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Purchaser is: Federal Board of Revenue, Islamabad.

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (k)—The Project Site is: Islamabad

### **2. Country of Origin (GCC Clause 3)**

NA

### **3. Performance Security (GCC Clause 7)**

GCC 7.1— The supplier shall be required to provide performance security at the rate of 5 % of the bid amount. This performance security remains valid till twelve months from the date of contract and shall be renewed on yearly basis as an when the contracts are renewed. The standard form of performance security acceptable to the Employer shall be in the form of an unconditional bank guarantee from a scheduled bank, or other en cashable banking instrument including DDR/CDR valid for the period of the contract.

### **5. Delivery and Documents (GCC Clause 10)**

Delivery Duty Paid (DDP) terms.

GCC 10.3\_\_\_ Upon performance of service, the supplier shall notify the Purchaser the full details of the service, including Contract number, description of services, quantity etc. The Supplier shall provide the following documents to the Purchaser:-

- (i) Copies of Supplier's invoices showing service description, quantity , unit price and total amount.
- (ii) Delivery Reports of correspondence made during the period which for invoice has been generated.

### **6. Insurance (GCC Clause 11)**

NA



**9. Payment (GCC Clause 16)**

GCC 16.1—Method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**On Acceptance:** 100 percent of the invoice value shall be paid within thirty (30) days of receipt of the documents mentioned in SCC Clause 5. Invoices may be generated on monthly/quarterly basis.

**10. Prices (GCC Clause 17)**

GCC 17.1— Prices shall be fixed for the period of 05 years from date of award of contract.

**11. Liquidated Damages (GCC Clause 23)**

Liquidated Damages amounting to 1% of the invoice amount shall be deducted from in case more than 5% of the dispatched envelopes billed in the invoice are delivered beyond the time limit specified in the Schedule of Requirements.

Liquidated Damages amounting to 2% of the invoice amount shall be deducted from in case more than 10% of the dispatched envelopes billed in the invoice are delivered beyond the time limit specified in the Schedule of Requirements.

**12. Resolution of Disputes (GCC Clause 28)**

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the purchaser and the supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the purchaser's country.

**13. Governing Language (GCC Clause 29)**

GCC 30.1—The Governing Language shall be: English

**14. Applicable Law (GCC Clause 30)**

GCC 31.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**  
**Other relevant acts and laws**

**15. Notices (GCC Clause 31)**

GCC 32.1—Purchaser's address for notice purposes: Secretary S&M, Federal Board of Revenue, Islamabad.

**Part Two**  
**Section IV. Schedule of Requirements and service levels**

## Schedule of Requirements and service levels

<b>S#</b>	<b>Description</b>
1	Provision of courier services from point of collection (FBR) to addresses within the territorial jurisdiction of Islamabad (local)
2	Provision of courier services from point of collection (FBR) to any address in Pakistan, excluding at S.No 1
3	Delivery is required to be completed within 24 hours at any of the destination mentioned at S.N.1 and S.N. 2
4	Average no. of packages is 200 per day.
5	Packages for delivery shall be collected from FBR (HQs) twice at day i.e. at 11:00 am and 07:00 pm.

**Part Two**  
**Section V. Sample Forms**

## Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

# 1. Bid Form

Date: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of

*[total bid amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency
_____	_____

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 2- Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

S#	Description	Unit price per package in PKR			
		Upto 100 gms	Upto 500 gms	Upto 1000 gms	Per KG beyond 1000 gms
1	Provision of courier services from point of collection (FBR) to addresses within the territorial jurisdiction of Islamabad (local)				
2	Provision of courier services from point of collection (FBR) to any address in Pakistan, excluding at S.No 1(Nation wide)				

Signature of Bidder \_\_\_\_\_

**Note: In case of discrepancy between unit price and total, the unit price shall prevail.**



### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*