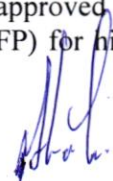


Dated 9th of March, 2023

All Prospective Bidders.

SUBJECT: MINUTES OF PRE-BID MEETING AND ADDENDUMS NO. 1 AND 2.

Minutes of Pre-Bid Meeting along-with Addendums No. 1 and 2 dully approved by the Competent Authority being integral part of Bidding Documents/Request for Proposals (RFP) for hiring of Courier Services are enclosed for necessary action, please.



The Chairman
Tender Opening and Evaluation Committee (TO&EC)
PM&DC-ISLAMABAD

Enclosures:

- i. Minutes of Pre-Bid Meeting held on 6th of March, 2023 (**One Page**)
- ii. Amended/Corrected General Conditions of Contract (**Addendum-1 Pages-Seven**)
- iii. Amended/Corrected Special Conditions of Contract (**Addendum -2 Pages-Three**)

Copy for information to:

- i. The Registrar, PM&DC-Islamabad.
- ii. All Members of Tender Opening and Evaluation Committee (TO&EC)-Islamabad.



Addendum-1

Section III

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 Employer's 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 Employer's 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 Employer's" means the organization purchasing the services, as named in SCC.
- (h) "The Employer'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2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.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 Employer'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 Employer's 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 Employer'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 Employer's and shall be returned (all copies) to the Employer's on completion of the Supplier's performance under the Contract if so required by the Employer's.

6. Patent Rights 6.1

The Supplier shall indemnify the Employer's against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods/Services or any part thereof in the Employer's country.

7. Performance Security

- 7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Employer's the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Employer's 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 Employer's 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 Employer's country, in the form provided in the bidding documents or another form acceptable to the Employer's; 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 Employer's

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.

8. Payment

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

8.2 The Supplier's request(s) for payment shall be made to the Employer's 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.

8.3 Payments shall be made promptly by the Employer's.

8.4 The currency of payment is Pak. Rupees.

9 Prices

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

10 Change Orders

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

10.2 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 Employer's change order.

11 Contract Amendments

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

12. Delays in the Supplier's Performance

12.1 Performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Employer's in the Schedule of Requirements.



- 12.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Employer's 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 Employer's 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.
- 12.3 Except as provided under GCC Clause , 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 , unless an extension of time is agreed upon pursuant to GCC Clause without the application of liquidated damages.

13. Liquidated Damages

- 13.1 Subject to GCC Clause , if the Supplier fails to perform the Services within the period(s) specified in the Contract, the Employer's 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 Employer's may consider termination of the Contract pursuant to GCC Clause .

14. Termination for Default

- 14.1 The Employer's, 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 Employer's pursuant to GCC Clause; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Employer's 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 public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts 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.

14.2 In the event the Employer's terminates the Contract in whole or in part, pursuant to GCC Clause , the Employer's 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 Employer's for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

15. Force Majeure

15.1 Notwithstanding the provisions of GCC Clauses , 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.

15.2 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 Employer's in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Employer's in writing of such condition and the cause thereof. Unless otherwise directed by the Employer's 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.

16 Termination for Insolvency

16.2 The Employer's 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 Employer's.



17 Termination for Convenience

17.2 The Employer's, 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 Employer's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

18 Resolution of Disputes

18.2 The Employer's 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.

18.3 If, after thirty (30) days from the commencement of such informal negotiations, the Employer's 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.

19 Governing Language

19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause , 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.

20 Applicable Law

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

21 Notices

21.1 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.

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

22 Taxes and Duties

22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Employer's.



Addendum-2

Section V

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 Employer's is: PM&DC, Islamabad. GCC 1.1 (h)—The

Employer'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 and 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 encashable banking instrument including DDR/CDR valid for the period of the contract.

5. Delivery and Documents.

Delivery Duty Paid (DDP) terms.

Upon performance of service, the supplier shall notify the Employer's the full details of the service, including Contract number, description of services, quantity etc. The Supplier shall provide the following documents to the Employer's:-

- (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

NA



9. Payment (GCC Clause 8)

GCC 8.1—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 9)

GCC 9.1— Prices shall be fixed for the period of 03 years from date of award of contract.

11. Liquidated Damages (GCC Clause 13)

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 18)

GCC 18.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 18.3 shall be as follows:

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

13. Governing Language (GCC Clause 29)

GCC 30.1—The Governing Language shall be: English

14. Applicable Law (GCC Clause 20)

GCC 20.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

15. Notices (GCC Clause 21)

GCC 21.1.2—Employer's address for notice purposes: Registrar, PM&DC, Islamabad.



MINUTES OF PRE-BID MEETING HELD ON 6TH March- 2023 AT ISLAMABAD

A Pre-Bid Meeting was held on 6th of March, 2023 in PM&DC Headquarters, Islamabad at 11.00 am to discuss the Bidding Documents/RFP regarding the hiring of Courier Services for period of three years in the presence of TO&EC Officials and Prospective Bidders. Following representatives were attended the above meeting:

1. Sajjad Alam Awan, Corporate Sales Head, M&P Express Logistics (Private) Limited, Islamabad.
2. Roaid Kamal, Leopard Courier Services, Islamabad.
3. Jawad Ahmed, Corporate Sales Head (International), TCS Private Limited, Islamabad.
4. Imran Khan, TCS Private Limited, Islamabad.

Moreover, M/s TCS & M&P submitted the below reservations/queries/suggestions against the bidding documents.

1.	<p>Clause 9. Sub clause 9.1.9.3. Fuel surcharge: since required prices are demanded inclusive of fuel, so we would like to request that it should be either variable or it should be considered for revision bi-yearly</p> <p>Dollar Exchange: As per the current condition of devaluation, we request to either fix the tariff in USD for international shipments and let the exchange rate variable for every month that should be applied as per NBP TT selling rates or make a provision to review USD Exchange rates Bi-Annually</p> <p>DDP: It would not be possible to quote rates including DDP as each country has different percentages against HS CODES – Incase of any DDP shipment – solution would be provided case to case basis and exact amount will be debited later after clearance in addition to the RFP quoted rates</p> <p>Additional handling: AHC like remote area, extended area, Risk elevated areas would not be inclusive in the RFP quoted rates – there should be provision of quoting the AHC simultaneously – where applicable.</p> <p>GST: The RFP prices maybe changed due to change in the prevailing TAX structure – that will be communicated if changed during the contract tenure.</p>
2.	<p>Clause 10. Sub clause 10.1. CURRENCY in PKR – Dollar Exchange: As per the current condition of devaluation, we request to either fix the tariff in USD for international shipments and let the exchange rate variable for every month that should be applied as per NBP TT selling rates or make a provision to review USD Exchange rate Bi-Annually</p>
3.	<p>Clause 21. Sub clause 21.2. As Appended in clause 9 feedback.</p>



4.	Clause 15. Sub clause 15.1. GCC clauses missing 23 ahead.
5.	Clause 22. Sub clause 22.1. As appended in clause 9 feedback. DDP
6.	Clause 6. Insurance – all the rates would be without any insurance
7.	Clause 11. GCC clauses missing for further understanding – however as a penalty for DELAY shall be applicable for the COST of that shipment, however in case of Damaged and LOST shipment it shall be resent on FOC (Free of Cost) again or freight can be claimed.

The RFP Document is for three years Bid. Whereas the inflation and price hikes have adversely affected the Courier Business as well. We proposed following for your kind Consideration.

Section II, Instructions to Bidder (ITBs)

9. Bid Prices	9.2 Prices indicated in Price Schedule shall be DDP. All Taxes, duties adjustment shall be included in the quoted price. M&P Assert that, DDP cannot be quoted for international shipments as different countries have different laws.
21. Evaluation and Comparison of Bids	21.2 The Employer's evaluation will be based upon the DDP Price inclusive of all taxes and duties. Usually, Prices quoted are inclusive of all taxes and exclusive of General Sales Tax (GST) Because Provinces and Federal has different rate of taxation.

Section III, General Conditions of Contract (GCC)

GCC has only 22 clauses mentioned whereas reference are even quoted for GCC Clause 30,31 and even 32,33.

Section IV. Bid Data Sheet

ITB 9.2	<p>The price quoted shall be in PKR Delivery Duty Paid (DDP) Including all taxes, duties, future price, adjustments surcharge etc and incidental costs. Domestic Services can be quoted in PKR. International Services however linked with USD. Kindly allow to quote prices for international in USD. Exchange Rate on the last working day will be used to settle the invoices. Further, DDP Prices for international is also not possible owing to law of the land of host country.</p> <p>Kindly allow to apply a certain %age of surcharge as Fuel Adjustment Charges (FAC) to cover the volatile fuel prices.</p> <p>The quoted prices are further inclusive of all local taxes and only exclusive of General Sales Tax (GST) for competitive bid evaluation. GST Rates for provinces and Federation have variance. This will impact on smooth invoicing.</p>
---------	---

Section V. Special Conditions of Contract

GCC Clauses Reference	<p>There are GCC clauses beyond 20 which are referred.</p> <p>The Bid Document does not have GCC Clauses beyond 20.</p>
-----------------------	---

The clarifications/replies to the queries raised during Pre-Bid Meeting and those submitted



afterwards are summarized below for information:

S.NO	CLAUSE	AMMENDMENTS
1.	Price Schedule:	Highest may be replaced with Lowest and years i.e. 2019-20, 2020-21 & 2021-22 may be considered as 2023-24, 2024-25 & 2025-26
2.	General Conditions of Contract	Amended Addendum-1 shall be considered as integral part of the Bidding Documents
3.	Special Conditions of Contract	Amended Addendum-2 shall also be the integral part of the Bidding Documents.
4.	Any Conflict	Wherever there is any conflict, the provisions of General Conditions of Contract shall prevail.
5.	Clause 10. Sub clause 10.1. & Section IV of Bid Data Sheet ITB 9.2 sub-Clause (a)	<p>Bid Currencies: 10.1: For local (In Country) consignments prices shall be quoted in PKR</p> <p>10.2: For International consignments, the prices shall be quoted Flat in USD per annum. Exchange rate shall be fixed as per SBP & NBP USD rates Bi-Annually.</p> <p>ITB 9.2 sub-Clause (a):</p> <ul style="list-style-type: none"> i) For local in country consignments prices quoted shall be in PKR. ii) For International consignments prices quoted shall be Flat in USD.

