



# **GOVERNMENT OF PAKISTAN**

Ministry of Science & Technology

Pakistan Council of Renewable Energy Technologies (PCRET)

Plot 25, Sector H-9, Islamabad

**“Establishment of Pak-Korea Testing Laboratory for PV Modules & Allied Equipment”**

## **BIDDING DOCUMENT**

**FOR**

**Appointment of Custom Clearing Agent / Freight Forwarder**

*(Certified that tender document contain 11 pages)*

---

**Pakistan Council of Renewable Energy Technologies (PCRET)**

**Plot 25, Sector H-9, Islamabad**

Ph: 051-9265278, Cell +92-307-0013931, Email: [pkppcret@gmail.com](mailto:pkppcret@gmail.com)

## **SCOPE OF THE PROJECT**

Pakistan Council for Renewable Energy Technologies (PCRET) is establishing Pak-Korea PV Module Testing Laboratory on Plot No 55, Street 07, H-8/4, Islamabad. Services of Clearing and Forwarding Agents is required for the clearance of consignments, collection and forwarding of project equipment consignments to Pak-Korea Project site from Karachi Port and Islamabad Airport (Loading and unloading is the responsibility of bidder).

The shipment includes 22 Containers (40 HC Containers: 17 and 40HF Containers: 05). There are 66 Wooden cases and total gross weight of the shipment is 124.070 tonnes.

The project equipment has been exempted for all custom duties and GST/VAT taxes / duties. Project Authority will hand over the exemption certificates to successful bidder for processing of the documents at Islamabad Airport / Karachi Port.

## **TERMS AND CONDITIONS**

- 1) PCRET Pak-Korea Project Administration will follow single stage two envelop process in accordance with Rule 36(b) Of PPRA Rules, 2004. All bidders must apply through EPADS (E-Pak Acquisition & Disposal System). Bids received via EPADS will be considered only. All bidders also submit the bid in hard form to undersigned address on the date of opening of tender which must contain two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal. Each envelope containing the respective proposal should be clearly marked with "Technical Proposal" and "Financial Proposal".
- 2) The Company should have minimum experience of three years in clearance and freight forwarding business and should have its registration with SECP as private limited company.
- 3) Interested Company should have a regular place of business with telephone and email address and must provide proof of their existence in the particular business for not less than 3 years.
- 4) The Company must be capable of customs clearance and freight forwarding worldwide and the clearance of consignments on freight collection and clearance of consignments quickly, particularly cases of urgency.
- 5) The Company should be financially sound to make payment of freight charges on collection of shipments on behalf of Pak-Korea Project Administration. Financial statements for the last three years should be attached with the technical bids.
- 6) The Company should provide some written contracts/working experience as partners with foreign renowned multinational companies for freight forwarding and customs clearance.
- 7) A list of local clientele with written agreements as proof and with foreign companies as partners or associates should be provided.
- 8) A statement showing presence of company in different parts of country (own offices or association) with documentary proof.
- 9) In case of unsatisfactory service in any manner including quality and timeline, the bid security / earnest money be forfeited and contract will be partially / fully cancelled which may lead to blacklisting of the Company.
- 10) Bids not accompanied by bid security / earnest money will not be entertained.

- 11) Bid security / earnest money of successful bidders will be retained as security deposit till expiry of the contract period and that of the rest will be returned.
- 12) No cutting/overwriting in the bids will be accepted. Deadline for the submission of bids is **02-04-2024** till **11:00 A.M.** Bids received after the due date and time will not be entertained.
- 13) The financial bids of only technically qualified bidders be opened. Financial Bids of technically unsuccessful bidders will be returned unopened.
- 14) Minimum threshold for qualification of the technical bids will be 70% marks (on overall basis) as per criteria for technical evaluation.
- 15) From amongst the technically qualified bidders, the Pak-Korea Project Administration accept most advantageous bid (based on least cost only) as per Rules 38 of PPRA Rules, 2004.
- 16) Successful bidder shall sign a formal agreement (specimen attached).
- 17) The bidding document can also be downloaded from the websites of PCRET, PPRA and PPRA E-PADS.
- 18) It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the bid will not be entertained.
- 19) The Pak-Korea Project Administration may reject any or all bids / proposals any time prior to acceptance. The ground for rejection of bid or proposal shall be communicated to the bidder upon request without giving justification thereof. Results of bid evaluation shall be announced in accordance with rule 35 Of Public Procurement Rules, 2004.
- 20) The decision of Pak-Korea Project Administration would be final and binding on all matters relating to this tender.

### **INSTRUCTION TO BIDDERS**

- 1) Bidders must read carefully and comply all terms and conditions given in the bidding documents.
- 2) The bid (both technical and financial) should be submitted via PPRA EPADS (E-Pak Acquisition and Disposal System) and also in hard form in sealed envelopes to PCRET HQ, Plot 25, H-9, Islamabad by 11:00 A.M on **02-04-2024**.
- 3) The Technical proposals will be opened at 11:30 A.M on the same day in the presence of the all the bidders representatives who may choose to be present.
- 4) The Bidder is required to offer competitive price. The prices should be inclusive of General Sales Tax (GST).
- 5) In case of public holiday on the bid opening date mentioned above, the bids will be opened on the very next working day.
- 6) Technical & Financial bids must be in two different sealed envelopes.
- 7) The technical bid must contain following documents / information:-
  - i. Company profile.

- ii. Detail of Previous/Current customers of related Supplies, Purchase Orders.
  - iii. Valid certificate of registration/ clearing agent's License issued by Customs Department.
  - iv. Copy of National Tax Registration Certificate.
  - v. Copy of Sales Tax Registration Certificate.
  - vi. Valid membership Certificate with Chamber Of Commerce and Industry.
  - vii. Valid Membership certificate Of Pakistan International Freight Forwarding Association (PIFFA).
  - viii. Valid registration with Security & Exchange Commission of Pakistan (SECP).
  - ix. Agreements / Contracts with Internationals Companies along with detail of foreign set up Of the company, if any.
  - x. Proof of sound financial position (last three year financial statement along with 03 years average turnover).
  - xi. Detailed project implementation schedule/Completion Schedule which includes the delivery of items.
  - xii. Bid declaration form at prescribed format attached with bidding documents.
- 8) The rates mentioned in the tender will be treated as firm till the completion of the assigned task.
- 9) The rates must be quoted under each head separately both in words and figures in Pakistan Currency. Additional information, if any, must be linked with entries on the schedule to Tender.

10) **Functions and liabilities of clearing and forwarding agent for consignments:**

Rates of Agency Commission of Clearing and Forwarding Agents shall be for services in connection with the clearance of consignments and delivery, collection and forwarding of project equipment consignments to Pak-Korea Project site from Karachi Port and Islamabad Airport (Loading and unloading is the responsibility of bidder), other than these mentioned in the financial form excepting:-

- i. The project equipment has been exempted for all custom duties and GST/VAT taxes / duties. Project Authority will hand over the exemption certificates to “The Company” for processing of the documents at Islamabad Airport / Karachi Port.
- ii. All dues i.e. Wharfage, demurrage charges etc. shall be paid by the Clearing and Forwarding Agent and reimbursed by Pak-Korea Project Authority through Agent Bills duly supported by Original Vouchers after clearance/forwarding of consignments. No advance payment shall be made to the Clearing and Forwarding Agent, and if the Clearing and Forwarding Agents fails to clear/export the consignment/consignments and if any delay occurs due to non-recoverable from the Clearing and Forwarding Agent.

- 11) Financial bids are required to be submitted on prescribed format given in the bidding document.

**Single Stage — two envelopes bidding procedure**

**The bidding shall be held as per PPRA Rules envelopes bidding 2004 under the Single stage — two envelopes procedure bidding procedure:-**

- The bid (both technical and financial) should be submitted via PPRA EPADS (E-Pak Acquisition and Disposal System) and also in hard form in sealed envelopes to PCRET HQ, Plot 25, H-9, Islamabad by 11:00 A.M on **02-04-2024**.

- The bid shall comprise a single big envelope containing two separate envelopes, one with the technical proposal & other carrying financial proposal
- The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- Initially, the envelope marked "TECHNICAL PROPOSAL" shall be opened for technical evaluation. Financial proposals of the technically responsive bidders shall be opened later on.
- The Purchaser, shall evaluate the technical proposal without reference to the price and reject any proposal which does not conform to the specified requirement/specification.
- The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders
- Before delivery pre-shipment inspection will be undertaken by the Purchasing Agency,

### **Bid Security:**

- 1) Any Bid (Financial) found without/deficient of earnest money (Rs. 160,000/- as mentioned on E-PADS) in shape of pay order/bank draft in favor of DDO Pak-Korea Project will be considered as non-responsive and will lead to rejection of bid.
- 2) The earnest money (Rs. 160,000/-) deposited along with bid will be refunded to all unsuccessful bidders after the approval from Competent Authority. The successful bidder however will be returned earnest money on timely completion of the awarded work

### **Bid Validity:**

The bid shall remain valid for a period of 60 days from the specified bid submission and opening date

### **Scope of Work:**

The successful bidder shall get the shipments cleared at Karachi port and Islamabad Airport and shall be responsible to deliver the consignments, soon after clearance, at Pak-Korea Testing Laboratory Building, Plot 55, Street 07, H-8/4, Islamabad after issuance of work order.

### **Signing of Bid:**

The authorized person signing the bid shall initial all the pages of the bid, where entries are made.

### **Sealing and Marking Of Bid:**

- i. The bid shall be submitted in a sealed envelope marked as under:  
**Project Director Pak-Korea Project, PCRET Plot 25, H-9, Islamabad**  
The envelope shall also bear the word "CONFIDENTIAL" and following:
- ii. Tender No  
For Procurement of  
Don't open before  
Technical/Financial Bid  
(Indicate one on each envelop)

If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the premature opening of bid(s).

iii. The bidder will have to submit one set of the bid in original. The bidder shall seal the original as "**Original**". The envelop shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late"

iv. Deadline for Submission of Bids

All bids must reach and be received by the Purchaser in sealed envelope on or before the prescribed deadline mentioned on EPADS. The bids shall be opened by the Committee Constituted for the purpose on the same day in the in presence of bidders at PCRET, HQ. However, the date and time of opening of financial bids of the successful bidders will be determined and communicated later.

v. Late Bids

Any bids received by the purchaser after the prescribed deadline (date and time) for submission of bids or incomplete bid shall not be considered and will be returned unopened.

### **Convincing:**

Unsolicited advice/clarification and any personal approaches at any stage of evaluations/purchase process are strictly prohibited and will lead to disqualification.

### **Delivery:**

The delivery of equipment shall be made at Pak-Korea Laboratory Building , Plot 55, Street 07, H-8/4, Islamabad.

### **Inspection:**

Upon delivery at the specified premises, the equipment/items shall be inspected by authorized PCRET officer(s) in the presence of the successful bidder or his/her representative at the time of delivery.

### **Payment:**

Payment shall be made through AGPR (Accountant General Pakistan Revenues, Islamabad), as per policy of incumbent government which shall be issued after completion of task.

**Note: All taxes will be deducted from bills as per applicable taxation rules.**

### **Arbitration:**

In case of any dispute concerning the interpretation and/or application of this tender, shall be settled through arbitration. Joint Secretary MoST Islamabad or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final, binding on the parties and not challengeable on any court of law.

### **Award Criteria:**

Subject to qualification requirement and criteria (mentioned in standard forms, evaluation criteria) the Purchaser will award the contract to technically qualified bidders on low cost basis.

**Notification of Award:**

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

**Signing of Contract:**

The bidder will submit the signed Contract Form on Legal Stamp Paper provided in the Bidding documents before issuance of work order.

**STANDARD BID FORM**

|   |  |
|---|--|
| Firm Name                                     |  |
| National Tax Number                           |  |
| Sales Tax Registration Number                 |  |
| Date of Registration (Company)                |  |
| Customs Registration                          |  |
| Owner(s) Name(s)                              |  |
| Business Address                              |  |
| Contact Details (Phone, Cell, Fax, Email etc) |  |

Authorized Signature/Stamp

Attachments:

- ✓ Copy of CNIC
- ✓ Copy of NTN
- ✓ Copy of STRN
- ✓ Copy of Customs Registration

|                        |  |
|------------------------|--|
| Tender Submission Date |  |
| Earnest Money          |  |
| Bank Draft/Pay order   |  |
| Issuing Bank           |  |

***Note: Contractors/ Vendors Must fill in all details as required in the form. Print in blue ink, use capital letters***



## Detailed Evaluation Criteria Clearing & Forwarding

|  |                     |
|--|---------------------|
| <b>1) Company Profile</b>  | <b>[100]</b>        |
| <b>a.</b> Number of Similar assignments (Size & Complexity)  | [30]                |
| <b>b.</b> No. of Personnel on company roster:<br>(strength/deployment year wise last 3 years)                        | [20]                |
| <b>c.</b> Office in Major Cities, Life of Company  | [15]                |
| <b>d.</b> Years of establishment of firm as Clearing & Forwarding  | [20]                |
| <b>e.</b> Audit Reports and should not be black listed in its history  | [15]                |
| <b>Total Points</b>  | <b>[A]</b>          |
| <b>2) Organizational Structure</b>   | <b>[100]</b>        |
| <b>a.</b> ISO Certification, AGPR Vendor Number.   | [10]                |
| <b>b.</b> Company with call center and after sale services   | [10]                |
| <b>c.</b> Registration with Customs/FBR as Clearing /Forwarding  | [10]                |
| <b>d.</b> Membership with trade body (KCCI, FPCCI)   | [10]                |
| <b>e.</b> Membership with All Pakistan/Karachi Clearing / Forwarding Group   | [10]                |
| <b>f.</b> Membership with International Freight Forwarding Associations and International Air Transport Associations | [20]                |
| <b>g.</b> Expertise and relevant experience running customs clearing & transportation business in Pakistan           | [10]                |
| <b>h.</b> Annual Turnover (Past 3 Years)   | [20]                |
| <b>Total Points</b>  | <b>[B]</b>          |
| Technical Score*<br>The minimum technical score required to pass is “70”   | = A (50%) + B (50%) |

Note: Please provide Documentary evidence in support of your answers. Without documentary evidence section will be marked as Zero.

## **AGREEMENT FORM**

Dated: \_\_\_\_\_

Subject: **AGREEMENT FOR APPOINTMENT OF CUSTOM CLEARING AGENT AND FREIGHT FORWARDER / EQUIPMENT TRANSPORTATION**

This Agreement is made on this day of \_\_\_\_\_ between the Government of Pakistan through PCRET Pak-Korea Project Administration, Ministry of Science and Technology (herein after referred as "the Pak-Korea Project Administration" AND M/S \_\_\_\_\_ (hereinafter referred as the "The Company"), who have agreed as follows:-

### **TERMS & CONDITIONS**

- 1) The tenure of appointment for the Clearing Agent & Freight Forwarder (The Company) shall remain valid until the completion of the task.
- 2) The Company shall be responsible for clearance of consignments at within the shortest possible time and free period allowed by Customs authorities.
- 3) The Company is responsible to fill and get bill of entry/GD complete from custom authorities.
- 4) The Company shall get the shipments cleared at Karachi port and Islamabad Airport.
- 5) The Company shall be responsible to deliver the consignments, soon after clearance, at Pak-Korea Testing Laboratory Building, Plot 55, Street 07, H-8/4, Islamabad.
- 6) The Company shall be responsible for loading and un-loading of the project equipment.
- 7) The project equipment has been exempted for all custom duties and GST/VAT taxes / duties. Project Authority will hand over the exemption certificates to "The Company" for processing of the documents at Islamabad Airport and Karachi Port.
- 8) The Company shall obtain copies of necessary documents from Pak- Korea Project Administration and get them endorsed from concerned authorities for timely release of each and every consignment to avoid levy of demurrage charges.
- 9) The Company shall carefully prepare bill(s) of entries and ensure that every fee / customs Duty etc. is charged at the correct rate.
- 10) The Company shall keep the Pak-Korea Project Administration informed of the possible delay in clearance or any difficulty that may be faced in the course of clearance, and the financial implication related thereto.
- 11) The Company shall submit daily progress report to Pak-Korea Project Administration in respect of all consignments cleared / under clearance.
- 12) The Company shall bear demurrage / penalties that may be imposed by the concerned agency due to negligence or inefficiency on the part of the Company and / or loss caused owing to mishandling of consignments by the Company.

- 13) Loss on account of theft, breakage and damage detected at the time of receipt of the equipment at the Project site at any stage shall be on account of Clearing Agent and loss as assessed by Pak-Korea project administration shall be final and to be charged to Clearing Agent.
- 14) The Income Tax and Sales Tax shall be deducted at source from the bill of the Company as per Government rules unless an exemption certificate from the appropriate authority is produced.
- 15) The rate of services charges quoted by the Company are inclusive of the taxes, charges of documentation, bill entry, processing of custom examination of Cargo, opening and closing of carton packages and other such services.
- 16) Other charges concerning the consignments like Civil Aviation charges, Airline storage charges, Cargo charges of International Airlines insurance charges, Government Taxes, loading / unloading charges at Airport shall be paid by the Pak-Korea Project Authority at actual as per original and verified receipts of the Company.
- 17) The Company shall claim transportation charges reflected on its invoice/bill bearing tax and registration numbers (No voucher other than the Company's own will be acceptable).
- 18) In case of any dispute between the Company and the Pak-Korea Project Administration, Joint Secretary, Ministry of Science and Technology, Government of Pakistan or his nominee shall act as the sole arbitrator, whose decision and award shall be final and binding on the Parties.
- 19) In case Of pandemic or any force majeure the Master Airway Bill (MAWB) / Original bills will be submitted subject to concurrence, prior approval of Pak-Korea Project Administration.

This Agreement shall become effective from the date of signatures.

The Company:

Project Director  
Pak-Korea Project

Witness:

Witness: