

**HIRING OF COURIER SERVICES AT GIK INSTITUTE OF  
ENGINEERING SCIENCES AND TECHNOLOGY, TOPI**

**TENDER NO.**

**GIKI/PD/FACILITATION-930/23**

**TENDER DOCUMENT**

**F.O.R BASIS**

**TENDER FEE NON-REFUNDABLE**

**Rs. 1,000/-**

**PROCUREMENT DEPARTMENT**

Ph: 0938-281026 EXT (2314) Fax: 0938-281045

Email: [farid.wahid@giki.edu.pk](mailto:farid.wahid@giki.edu.pk)

Web: [www.giki.edu.pk](http://www.giki.edu.pk)

## GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI PROCUREMENT DEPARTMENT

### INTRODUCTION:

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI, having (hereinafter Referred to as the Institute) invites sealed bids from eligible bidder(s) under Single Stage Two envelop bidding system (i.e. Technical and Financial Bids in separate envelops) for the provision of courier services at GIK Institute. All the Annexure from “C” to “K” are integral part of the Tender Document and its compliance is mandatory and must be signed and stamped by the vendor/supplier and attached with the relevant proposal, otherwise bids will be rejected.

The Technical Bids will be opened first on the date mentioned in Tender Notice. The financial bids of the only technically qualified bidder(s) will be opened publicly. The Technical Evaluation Report will be published on GIK INSTITUTE, website before financial bid opening.

### 1. INSTRUCTIONS TO BIDDER(S):

- 1.1. Courier Company must furnish following information/documents along with Technical Proposal failing which the bid shall be rejected without further evaluation:
  - Technical Bid Form duly signed and Stamped by the Bidder
  - Copy of NTN certificate.
  - Copy of GST certificate.
  - Copy of KPRA certificate.
  - UAN
  - List of Locations served in Pakistan.
  - List of Express Centers
  - Company /Firm Website.
  - Minimum 5 years of experience (copy of contract should be attached of previous Institute's)
  - Affidavit on legal paper that the firm has not been blacklisted by any Government/Semi Government organization.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than 5 days prior to deadline for submission of bid(s) prescribed by the Institute.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Institute considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the GIK INSTITUTE web site for the intimation to all the prospective bidder(s). Bidder(s) are required to submit their bid(s), which will bear words “CONFIDENTIAL” and for **TENDER NO. GIKI/PD/FACILITATION-930/23** as per Tender Notice.

- 1.4. The Institute will not take any responsibility for collecting the bids from any Agency.
- 1.5. It must be indicated in the offer that the Bid fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.6. The Institute reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, GIK Institute shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.7. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.8. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents in all respect will result in the rejection of the bid(s).
- 1.9. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their Bid.
- 1.10. Black listing procedure of the Company is attached as Appendix-J. The bidders, Companies or firms shall be dealt accordingly.
- 1.11. GIK Institute reserves the right to cancel PO/ Order in case of late deliveries.

## 2. **BID PRICES:**

- 2.1. Bidder shall quote the courier charges as per the format at Annex-B of this document.
- 2.2. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, Conditional bid / bid having any price adjustment formula will be rejected.
- 2.3. Quoted prices will be valid for 90 days from the opening date of the **Financial Bid.**
- 2.4. Any Bid not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.5. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.
- 2.6. Tender submitted without Tender Fee Rs. 1,000/- (in shape of challan form/ pay order/Demand Draft) & earnest money should be rejected at the time of opening of Tender. Earnest money & challan form will be submitted against each Tender separately.

## 3. **BID SECURITY MONEY:**

- 3.1. The sealed bids complete in all respect must reach in the office of Deputy Director Procurement GIK Institute along with Bid Security Money amount of Rs. 50,000/- in the name of GIK INSTITUTE OF ENGINEERING SCIENCES

AND TECHNOLOGY, TOPI in shape of Demand Draft/Pay order to be attached with financial offer.

- 3.2. Short Bid Security Money or Crossed Cheque as Bid Security Money is not acceptable.
- 3.3. The Bid Security Money of un-successful bidder(s) will be returned after award of Purchase Order to successful bidder(s). The Bid Security Money of successful bidder(s) will be discharged/ returned upon bidder(s) furnishing the executing the order/contract (Subject to the satisfactory report without any objection from the end user).
- 3.4. The Bid Security Money of bidder(s) whose bid is rejected under Clause 2.6 will be returned forth-with.
- 3.5. The Bid Security Money shall be forfeited:
  - 3.6.1. If a bidder withdraws its bid during the period of bid validity.
  - 3.6.2. In case of successful bidder, who fails (a) to sign the contract; (b) to furnish performance security (if any).

4. **SEALING AND MARKING OF BIDS:**

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes.
- 4.2. Technical Bids will be opened first.
- 4.3. Earnest money as mentioned in Press Tender Notice must be enclosed with Financial Bid.
- 4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Purchase Order to successful bidder(s).
- 4.6. The bid shall be submitted in a sealed envelope marked as under:

**PROCUREMENT DEPARTMENT**  
**GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY,**  
**TOPI**

4.7. The envelope shall also bear the word "CONFIDENTIAL" and following identifications:-

**TENDER NO. GIK/PD/FACILITATION-930/23**  
**DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)**  
**TECHNICAL/FINANCIAL BID(S) (INDICATE ONE ON EACH ENVELOPE)**

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

**5. DEADLINE FOR SUBMISSION OF BIDS:**

5.1. The bids must be delivered at the Procurement Department, GIK Institute, Topi on or before as per schedule mentioned in Press Tender Notice and the same will be opened accordingly.

**6. LATE BIDS:**

6.1. Any bid received by the Institute after the prescribed deadline for submission of bids mentioned in Press Tender Notice will not be accepted and returned un-opened to the bidder(s).

**7. BID OPENING:**

7.1. The Institute will open the Technical Bid, in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above.

7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.

7.3. The Institute will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.

7.4. Arithmetical errors found will be corrected as follows:

7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.

7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.

7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

**8. DETERMINATION OF RESPONSIVENESS:**

8.1. After opening of the bids, the Institute will determine whether each bid is substantially responsive to the requirements of the bidding documents.

8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means inconsistent with the bidding document, affects in any substantial way

the scope, quality or prescribed delivery schedule or which limits in any substantial way, the Institute's right or the bidder's obligation under the contract.

- 8.3. A bid determined to be non-responsive will be rejected by the Institute and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- 8.4. The Institute may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 8.5. To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. The bidder(s) may lodge a written complaint for redressed of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

**9. ISSUANCE OF PURCHASE ORDER (PO):**

- 9.1. The Institute will issue Purchase Order to the successful bidder(s) whose bid is determined to be the best evaluated bid.

**10. PAYMENT:**

- 10.1.1. Payments shall be made on a monthly basis after issuance of invoice by the company. Taxes and other duties will be deducted as per Government Rules.

**11. DELIVERY SCHEDULE:**

- 11.1 The Courier Company shall be responsible to deliver and/or hand over all the consignments at their designated destinations within the time specified and agreed as below.
  - 11.1.1. National (Domestic) - Overnight
  - 11.1.2. International - 96 – 120 hours
- 11.2 In case the addressee fails to receive the packet(s) in the first attempt, the Courier Company will be required to make another attempt to deliver the packet(s) after a predetermined (to be decided later) period of time. In case of failure to deliver the packet(s) even after second attempt, the courier company will deliver the packet(s) back to GIK Institute.
- 11.3 The Courier Company must ensure that Bill Number / Tracking Number are issued against each packet(s)
- 11.4 The Courier Company must maintain track record of each shipment for last one year and will produce it upon request by The Institute. The Courier Company is required to update delivery status of each packet in its Courier Information System. The Courier Company will provide online access of its Courier Information System to The Institute

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Deputy Director Procurement	Ghulam Ishaq Khan Institute, Topi.	0938-281026 (Ex: 2213)	0938-281045	<a href="mailto:Farid.wahid@giki.edu.pk">Farid.wahid@giki.edu.pk</a>

Tender Serial No. GIKI/PD/FACILITATION-930/23



**GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI**  
**(PROCUREMENT DEPARTMENT)**

**TENDER BIDS SUBMISSION & OPENING DATE AND TIME**

**HIRING OF COURIER SERVICES**

TENDER NOTICE: GIKI/PD/Facilitation-930/23

<b>Tender No.</b>	<b>Description/Specification</b>	<b>Bid Submission Date &amp; Time</b>	<b>Bid opening Date &amp; Time</b>
<b>GIKI/PD/Facilitation - 930/23</b>	<b>HIRING OF COURIER SERVICES</b> <i>As per specifications in Annexure – A.</i>	<b>1500 hours March 06, 2023,</b>	<b>1530 hours March 06, 2023,</b>

**Deputy Director Procurement**  
GIK Institute, Topi

**GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY,  
TOPI**

**Technical Evaluation Marks**

Description	Marks	Criteria
Year of Establishment	15	One mark will be awarded for each year of experience beyond 5 years.
No. of Employees (Minimum 1500)	15	Five marks will be awarded for every 500 employees beyond 1500 employees.  (Above 500 employees will be considered as 1000 and below as zero).
Express Centers (minimum 250 centers)	15	Five marks will be awarded for every 100 express centers beyond 250 centers.  (Above 50 centers will be considered as 100 and below as zero).
Online Locations (Minimum 250)	10	Two marks will be awarded for every 50 online locations beyond 250 locations.  (Above 25 centers will be considered as 50 and below as zero)
SMS Tracking	10	Yes : 10 marks No : Nil
Own aircraft	10	Yes : 10 marks No : Nil
ISO Certified Company	10	Yes : 10 marks No: Nil
Corporate Customers (over Rs. 25,000/- billing per month)	15	> 20 : 15 marks ≤ 15 : 10 marks ≤ 10 : 5 marks ≤ 05 : Nil
<b>Total</b>	<b>100</b>	



- 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.

**Deputy Director Procurement**  
GIK Institute, Topi

**Financial Bid for Two Years**

**Domestic**

Service	Weight	Shipment Rates (Rupees)					
		Within City		Same Zone		Different Zone	
Overnight		1 <sup>st</sup> year	2 <sup>nd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	250 to 500 grams						
	500 to 1000 grams						
	Prospectus 250 to 600 grams						
	Flyer up to 500 grams Special Handling Services (SHS ) domestic, valuable insured items such as mobile, laptop						
	Flyer up to 501 to 1000 grams Special Handling Services ( SHS ) domestic, valuable insured items such as mobile, laptop, original documents etc.						
	Each Addl 0.5 KG						
Total Domestic Bid Price							

**International**

Weight	Shipment Flat Rates Worldwide	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
International (250 to 500 grams)		
International (501 to 1000 grams)		
Each Add 0.5 KG		
Total International Bid Price		

Description	Percentage	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Fuel Adjustment Charges		

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

Signature & Stamp -----

Name -----

**BIDDING FORM (TECHNICAL BID)**

**Deputy Director Procurement GIK**  
Institute of Engineering Sciences and  
Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to provision of courier services «Description» in conformity with drawings, specifications and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence providing couriers services as specified in tender documents.
3. We agree to abide by all the terms & conditions of the tender for the period of 90 days from the opening of financial proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
4. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced 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 \_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address: - \_\_\_\_\_

\_\_\_\_\_

**BIDDING FORM (FINANCIAL BID)**

**Deputy Director Procurement GIK**  
Institute of Engineering Sciences and  
Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to provision of courier services «Description» in conformity with drawings, specifications and conditions of Tender for the sum of Rs. (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced 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 \_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address: - \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE – E**

***DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
CERTIFICATE***

Submitted to GIK Institute with the reference to Purchase Order No. \_ Hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Company/Firm represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Company/Firm certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Company/Firm accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Company/Firm agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Company/Firm as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of  
Company/Firm

**ANNEXURE – F**

(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF GIK INSTITUTE)

**FAIR PRICE CERTIFICATE**

WE M/S \_\_\_\_\_HEREBY CERTIFY  
THAT PRICES QUOTED BY US AGAINST GIK INSTITUTE TENDER NO.  
**GIK/PP/Facilitation- 930/23** ARE THE LOWEST AND MOST COMPETITIVE AS PER  
PREVAILING MARKET AS ON THE DATE OF QUOTE AND IF IT IS ESTABLISHED AT  
ANY STAGE THAT THESE WERE HIGHER WE SHALL BE HELD RESPONSIBLE AND  
AGREE TO PAY IMMEDIATELY THE DIFFERENTIAL TO GIK INSTITUTE, TOPI.

SIGNATURE AND SEAL OF THE  
*COMPANY/FIRM*

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID  
IS FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE  
TENDER.

**ANNEXURE -G**

(On official letter-head of the contractor)  
To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of GIK INSTITUTE involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of GIK INSTITUTE.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with GIK INSTITUTE and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold GIK INSTITUTE's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_



*(On official letter-head of the bidder)*

To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of GIK INSTITUTE involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of GIK Institute.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold Institute's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_

Tender No. GIKI/PD/Facilitation-930/23

Form 4

*Mandatory for participation in Bidding Process*

**A F F I D A V I T**

I, \_\_\_\_\_ S/o \_\_\_\_\_ Aged

Years \_\_\_\_\_ Working as Proprietor/Managing Partner/Director of M/s

\_\_\_\_\_ Having Its

Registered Office at \_\_\_\_\_

Do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s \_ 1. That M/s \_\_\_\_\_ is a proprietorship/partnership firm/company is participating in tender process conducted by Institute.
2. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
3. That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
4. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
5. That I further undertake that in case any of the facts contained above and in our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the GIK INSTITUTE.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 5 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**BLACK LISTING PROCEDURE**

1. Blacklisting

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:
  - Withdrawing a bid during the bid validity period; • Failure or refusal to:
    - i. sign the Contract;
    - ii. accept Purchase Order / Service Order Terms;
    - iii. execute work;
    - iv. submit earnest money amount of Rs. 50,000/- as per tender terms;
    - v. make supplies as per specification agreed;
    - vi. fulfill contractual obligations as per contract;
    - vii. meet purchase order / service order terms and conditions; and/or,
    - viii. to remedy underperformance as per contractual obligations.
    - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption. Tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

2. Debarment of Natural Terms.

The following shall stand disqualified and debarred from participating in GIK INSTITUTE tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners

### 3. Debarment of Associated Companies or Entities

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc shall also stand disqualified from participating in GIK INSTITUTE tenders or contracts

### 4. Proceedings for blacklisting

- a) Director Procurement on his own accord or on receipt of information or a complaint shall refer the matter to the Procurement Committee.
- b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.
- c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
- d) The Respondent shall be intimated by giving a 15 days' notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.
- e) In case the Respondent fails to furnish his defense or representation the committee may proceed expert on the basis of information, record and material available before it provided that two subsequent notices at seven working days intervals have been given .
- f) The Committee shall complete its proceedings within 60 days from the date of first notice given pursuant to paragraph (d) above.
- g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:
  - i. In case of an individual or sole proprietorship; in person .
  - ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
  - iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company

### 5. Findings & Decisions:

- a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:
  - i. Temporarily debarred, specifying the time period;
  - ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
  - iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form 3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Procurement Cell

### 6. Appeal

- a) The Respondent may appeal within 15 days working days of intimation of decision of the Committee to the Pro-Rector (Admin & Fin) in writing of any irregularity in the decision of the Committee.

- b) If there exists any substance in the appeal the Pro-Rector (Admin & Fin) after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 30 days.
- c) The Committee shall record its findings in writing and refer the same to the Pro-Rector (Admin & Fin) for appropriate orders.

Deputy Director Procurement  
GIK Institute, Topi

## Procurement of Courier Service Agreement

This agreement is entered into and executed on this day ..... for hiring of courier services between the Ghulam Ishaq Khan (GIK) Institute of Engineering Sciences & Technology Topi, District Swabi, Khyber Pakhtunkhwa, Pakistan (hereinafter referred as "Institute") of the first part

And

M/s ..... a company incorporated under the Companies Ordinance 1984 and having its registered office located at ..... (hereinafter called "Courier Company") which expression shall wherever the context so permits include its assigns and successor in interest) of the second part, and both to be collectively referred to as the parties.

### **1. TERMS OF AGREEMENT:**

- a. **PERIOD:** This agreement is valid for two years from ..... to ..... renewable/extendable on yearly basis by GIK Institute subject to mutual consent and satisfactory performance of the Courier Company.
- b. **EXECUTION:** The Courier Company will be bound to execute the terms of the contract and instructions/directives of GIK Institute.

### **2. PERFORMANCE GUARANTEE:**

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

**3. PAYMENT OF SERVICES CHARGES:**

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

**i. National (Domestic) Rates for Overnight Service**

Service	Weight	Shipment Rates (Rupees)					
		Within City		Same Zone		Different Zone	
Overnight		1 <sup>st</sup> year	2 <sup>nd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	250 to 500 grams						
	500 to 1000 grams						
	Prospectus 250 to 600 grams						
	Flyer up to 500 grams Special Handling Services (SHS ) domestic, valuable insured items such as mobile, laptop						
	Flyer up to 501 to 1000 grams Special Handling Services ( SHS ) domestic, valuable insured items such as mobile, laptop, original documents etc.						
	Each Addl 0.5 KG						

ii. **International Flat Rates**

Weight	Shipment Flat Rates Worldwide	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
International (250 to 500 grams)		
International (501 to 1000 grams)		
Each Add 0.5 KG		

iii. **Fuel Adjustment Charges**

Description	Rates / Charges	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Fuel Adjustment Charges		

- \_\_\_\_\_ Fuel adjustment charges will be applicable on above mentioned rates.

iv. **Consignment Delivery Time**

- National (Domestic) - Overnight
- International - 96 – 120 hours

v. **Voluntary Customer Insurance:** On a premium of 1% of declared value of shipment and 10% of premium of fragile items.

The above National (domestic) and International rates shall be applicable for provision of \_\_\_\_\_, service for National (domestic) and International in respect of GIK Institute.

4. **TAXES:**

- The Courier Company must be registered with relevant tax authorities.
- The courier company shall be responsible to pay all the taxes required under the relevant laws of Pakistan. GIK Institute will not pay any additional amount during the contract period.



**5. RESPONSIBILITIES OF THE COURIER COMPANY:**

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

**6. INDEMNITY:**

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

**7. CONFIDENTIALITY:**

The Courier Company shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the GIK Institute and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the agreement. If in the opinion of the GIK Institute there has been any such disclosure the person concerned shall immediately be dismissed from the service.

**8. MODIFICATION OF THE AGREEMENT:**

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

**9. PERFORMANCE STANDARDS:**

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

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

a. Courier Company shall not assign or make a sub-agreement for any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the GIK Institute to terminate this agreement forthwith.

b. If the Courier Company make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, GIK Institute shall be entitled to terminate this agreement forthwith upon notice.

**11. FORCE MAJEURE:**

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

**12. TERMINATION OF AGREEMENT:**

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

a. This agreement has taken place w.e.f \_\_\_\_\_2023 and will be in force for the period of two (02) years. (This agreement will be renewed every year subject to the satisfactory performance of Courier company).

b. Both parties have the right to terminate the agreement on one-month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to .....

**13. GOVERNING LAW:**

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

**14. DISPUTE:**

In case of any dispute between the Company and the GIK Institute, the decision of the Rector will be final and binding on the Company.

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

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For and on behalf of  
Company Name \_\_\_\_\_

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For and on behalf of  
Ghulam Ishaq Khan (GIK)  
Institute of Engineering Sciences & Technology

Witnesses:

1:- \_\_\_\_\_

2:- \_\_\_\_\_