

# **BID DOCUMENT**

## **INSTRUCTIONS TO PROSPECTIVE BIDDERS**



**FOR PROVIDING THE SERVICES FOR CLEARANCE OF CONSIGNMENTS OF  
UNIVERSITY OF AGRICULTURE, FAISALABAD FROM AIRPORT/SEAPORTS OF THE  
PAKISTAN AND THE CUSTOM AUTHORITIES**

**DIRECTORATE OF PROCUREMENT & INVENTORY**

**CONTROL (DPIC)**

**UNIVERSITY OF AGRICULTURE,  
FAISALABAD**

**2018**



## UNIVERSITY OF AGRICULTURE FAISALABAD

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### Tender Notice No.136/2018

Sealed tenders are invited from income tax, sales tax and PRA tax registered firms on the basis of single stage (two envelop procedure) for hiring the services of the reputable clearing and forwarding agency for clearance of consignments from port / custom authorities to be imported by University of Agriculture, Faisalabad.

**Date of receiving and opening: 17.07.2018**

|                       |                    |
|-----------------------|--------------------|
| <b>Receiving Time</b> | <b>10:30 a.m.</b>  |
| <b>Opening Time</b>   | <b>11:00 a.m.</b>  |
| <b>Bid Security</b>   |                    |
| <b>(Estimated)</b>    | <b>Rs.50,000/-</b> |
| <b>Tender Fee</b>     | <b>Rs.500/-</b>    |

Bidding documents are available in the office of the undersigned and the same may be obtained subject to the payment of the cost of the printing and provision of the document (tender fee) as mentioned above to be deposited in the A/c No.11-9/NBP UAF Branch (University Income Account). The bidding documents can also be down loaded free of cost from the UAF website [www.uaf.edu.pk](http://www.uaf.edu.pk) (Directorate of Procurement & Inventory Control).

**UMAR SAEED**

**DIRECTOR (DPIC)**

**(For and on behalf of the Committee)**

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## **TENDER FORM**

Subject: **APPOINTMENT OF CLEARING & FORWARDING AGENTS**

Tenders are invited by the Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad from the Clearing and Forwarding Agents declared pre-qualified for the purpose of appointment as Customs Clearing and Forwarding Agents for the University of Agriculture, Faisalabad of C&F/CFR/CPT imported stores at Karachi Airport/Sea Port, Lahore Airport /Dry Port, NLC Ports, Air Ports and Post Offices, if and when required by the Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad beginning from the date awarding of the contract. The work would comprise clearing and forwarding of stores including stevedoring by Licensed stevedores and taking delivery of goods from Karachi Airport/Sea Port, Lahore Airport / Dry Port, NLC Ports, Airports, Post Offices and Warehouses etc., and dispatch of the same to destinations prescribed by the Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad.

### **2. BASIS FOR QUOTATIONS**

Quotations submitted should be on percentage basis of the C&F/CFR/CPT value of stores i.e. Value of goods mentioned in Bill of Entry for ITC purposes C&F imported by sea or air or post parcel and includes charges for allied services.

### **3. TIME AND DATE OF RECEIPT OF TENDERS**

Tenders should be submitted by **10.30 a.m.** on 17.07.2018 in the Tender Box lying inside the office of the Director, Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad and tenderers are at liberty to be presented in person or through authorized representative at the time of the opening of tenders at **11.00 a.m.** on the same day.

### **4. VALIDITY OF OFFERS**

The offer will remain valid for 90 days from the date of opening of tenders.

### **5. TENDER FEE**

The tender documents are available in the office of the Director (DPIC), University of Agriculture, Faisalabad and the same may be obtained subject to the payment of the cost of the printing and provision of the document (non-refundable tender Fee) Rs.500/- to be deposited in the University Income Account (No.11-9/NBP, UAF Branch). The tender documents can also

**6. EARNEST MONEY**

Tenderers are required to furnish along with their offer, **Earnest Money of Rs.50,000/- (Rupees fifty thousand only)** in the form of Call Deposit Receipt in favor of Director (DPIC), University of Agriculture, Faisalabad from any scheduled Bank of Pakistan.

**7. SECURITY**

The successful tenderer shall be required to deposit a sum of **Rs.300,000/- (Rupees three hundred thousand only)** in case the duration of contract is one year, in the form of Call Deposit Receipt (CDR) in favor of the Director (DPIC), University of Agriculture, Faisalabad. This sum will be kept as security during the currency/completion of the contract, which can be extended for a further period with mutual consent of the parties. The security will be liable to be forfeited in whole or part thereof by the Competent Authority of the University of Agriculture, Faisalabad for breach of any term of the contract.

**8.** Tenderers must categorically state their willingness to accept the terms and conditions laid down in the tender otherwise their offer will be ignored.

**9.** The Competent Authority reserves the right:

- a) To accept any tender and is not bound to accept the lowest rate and may reject any or all the offers without assigning any reason.
- b) To award the contract between a number of parties and his decision in this regard shall be final.

**10. CONDITIONS OF THE CONTRACT**

Tenderers are requested to submit their quotations as detailed below:-

**Submission of Bids**

- a) Sealed tenders are invited from Income Tax, Sales Tax/PRA Tax registered firms on the basis of **Single Stage (two envelop procedure)** clearance of consignments of University of Agriculture, Faisalabad from Karachi Airport / Sea Port, Lahore Airport / Dry Port, NLC Ports, Air Ports and Post Offices, if and when required by the Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad.

- b) All outstation tenders must be sent by Registered Post well in time so as to reach this office before the opening date and time. Local tenders can be put personally in the tender box placed inside the office of the Director (DPIC), University of Agriculture, Faisalabad.
- c) Late tender will be ignored. The rejection of the tender will be in accordance with the PPRA Rules, 2014 amended upto-date.

#### **11. DURATION OF CONTRACT**

The contract shall be for a period of one year from the date of awarding thereof. However, the contract shall extend upto further six months with the consent of both parties. The decision of the Competent Authority however, in all such matters shall be final and binding on the Clearing Agent.

#### **12. TERMINATION OF CONTRACT**

The Competent Authority shall have the right to cancel the contract in case of any failure on the Part of the Clearing and Forwarding Agent in the discharge of his duties enjoined upon him under the agreement signed by the parties after the acceptance of the tender.

#### **13. BREACH OF CONTRACT AND FORFEITURE OF SECURITY DEPOST**

The Competent Authority of the University of Agriculture, Faisalabad shall be the sole judge whether the contract has been broken or whether any failure in the discharge of duties enjoined upon the Agent has taken place, and in his opinion such breach or failure has occurred, he shall be at liberty to cancel the contract without notice and without assigning any reason thereto. (The security deposit shall be liable to be forfeited) in whole or in part at the discretion of the Competent Authority of the University of Agriculture, Faisalabad in such an event.

#### **14. PAYMENT OF HANDLING CLEARING AND FORWARDING CHARGES**

Pre-receipted bills shall be submitted by Clearing Agent in triplicate for the work done by them at the accepted rate. The payment to the Agent shall be made by the Directorate of Procurement & Inventory Control (DPIC), University of Agriculture, Faisalabad.

#### **15. DEDUCTION FROM CLEARING AND FORWARDING AGENT'S BILL**

The Director (DPIC), University of Agriculture, Faisalabad as per para 14 has the right to deduct from Bills of Clearing Agents for service rendered under the contract any sum for which Clearing Agents are liable under any term of the contract. If any dispute arises regarding

the liability of the Clearing Agent and the concerned party under the contract, decision of the Competent Authority of the University shall be final and binding on both the parties.

**16. SETTLEMENT OF DISPUTES**

Any dispute or difference between the parties arising of this agreement the settlement of which is not otherwise specifically provided for in these terms and conditions/ considerations shall be referred to the Competent Authority of the University of Agriculture, Faisalabad or his nominee not below the rank of Director (DPIC) for arbitration and the decision of the said authority or his nominee shall be final and binding upon the parties to the contract.

**17. CANCELLATION OF CLEARING LICENCE**

In the event of cancellation or suspension of the Clearing License of the Clearing Agent, the Competent Authority shall have an option to stop, suspend or terminate the agreement. The Clearing Agent shall however process all bills of entry filed previous to cancellation or suspension of license. The Clearing Agent shall have to inform the Director (DPIC), University of Agriculture, Faisalabad on receipt of any such notice for cancellation or suspension of license. Failure to do so shall amount to breach of contract.

On re-instatement or lifting of suspension orders, the Clearing Agents will not be re-instated automatically. He shall have to apply afresh and the decision thereon will rest with the Competent Authority of the University of Agriculture, Faisalabad.

**18. AGENCY COMMISSION FOR CLEARING AND FORWARDING**

The rate of commission as clearing and forwarding agency will include all services such as documentation, clearing hand handling fees, stamps other than judicial stamps required while preparing an appeal against the judgment of the Collector of Customs, Postage, Customs examination, cooli charges, all cartage or local delivery booking from any station in Karachi Airport / Sea Port Trust Office/Lahore Dry Port/Air Port/Air Ports/Karachi and Lahore NLC Stations, Loading, unloading, direct delivery, shifting, stocking, sorting, minor repairing and packing or packaging, weighing, lashing and welding of minor nature & tallying except the following:-

**i) CUSTOMS CHARGES (if applicable)**

- a) Customs Duty
- b) Customs Sales Tax
- c) Customs Trade Tax
- d) Customs Penalty
- e) Customs Godown Rent
- f) Customs Rehabilitation Tax
- g) Customs Surcharges
- h) Extra Duty and Sales Tax
- i) Iqra Surcharge.

**ii) PORT CHARGES (if applicable)**

- a) Port Trust Wharfage.
- b) Port Trust Bonded Warehouse Charges.
- c) Port Trust Trolley Hire.
- d) Port Trust Barges Charges.
- e) Port Trust Watching Charges.
- f) Port Trust Loading Charges.
- g) Port Trust Lighterage Charges.
- h) Port Trust Holiday Charges.

**v) MISCELLANEOUS CHARGES (if applicable)**

- a) General average charges. (payable to the shipper and recoverable from insurance Co. and the consignee if not insured).
- b) Insurance and ship service charges.
- c) Refugee tax and licences and permits.
- d) Steamer/Air Freight charges.
- e) Shipping Co. Bills for barges and lighters.
- f) Heavy lift charges paid to shipping Co.
- g) Road transport charges if goods are sent by road.
- h) Payments made by Director (DPIC), University of Agriculture, Faisalabad.
- i) Any special charges incurred on the written instructions and dispatch to destination of the stores imported from abroad.

**19. SLINGING AND LOADING**

- a) The Clearing Agents shall also be responsible to see that before loading of store, the wagons are properly cleaned and swept and store have not got mixed with dust for any other foreign material. In case of negligence on this scope, the stevedores/agents shall be liable for any losses sustained by Government/consumer.
- b) The Clearing Agent shall at all time while engaged in discharging stores and loading it into wagons, have to keep sufficient muccadums, sarrages, or tindles present to supervise and direct the work and also experienced adults to direct the movement of crane. No work required to be performed by any person should be in contravention of children Act, 1939 as amended from time to time.
- c) The Clearing Agent shall be responsible for all damages which may be occasioned by his carelessness or negligence or that of his agents or man, to any Port Trust Property or to any Vessel or to any Machinery or to Goods in respect of which the Port Trust Board or this department may become liable for payment of damages.
- d) The Clearing Agent shall fully indemnify the Government against any claim for compensation under the workmen compensation Act, 1923 as amended from time to time, on account of any accident caused or any injury received by any workmen while engaged in implementing the terms of the contract.

- e) The Clearing Agent shall be required to submit a weekly out-turn statement to the Director (DPIC), University of Agriculture, Faisalabad. The Clearing Agent will show individual number of wagons loaded during the week with their carrying capacity, approximate weight loaded and will state whether the wagon is of the open or covered type and also show daily rate of the discharge of the vessel.

## **20. SUPERVISION OF DISCHARGE OF CARGOES**

- a) The Clearing Agent will ensure proper loading of NLC/wagons (open or covered) and in no case shall load less than the minimum weight charged by NLC/Wagon or Private Transport.
- b) In case any wagon is under loaded/cover loaded and returned or held up by NLC or by a representative of this department for this reason, the Clearing Agent shall correctly re-adjust the quantity at the NLC Weight Bridge, or as required by NLC at his expenses, and government will not be responsible for any shunting weightment, labour or other charges incurred in this connection.
- c) In case any wagon is actually dispatched/loaded below the minimum weight charged for the wagon, the Clearing Agent shall pay the excess of 10% deed freight which will be calculated on the basis of total weight shown in the relevant R.R. under which particular wagon or wagons have been dispatched and shall be deducted from his bills by the Director (DPIC), University of Agriculture, Faisalabad
- d) In case any wagon is found by NLC to be over loaded at the weight bridge and is returned or is held up by the NLC on this account, the Clearing Agent shall correctly re-adjust the quantity at the NLC weight bridge or as required by NLC at his expenses, and Government will not be responsible for any demurrage, shunting, local movement weightment, labour or any other charges raised in this connection.
- e) The Clearing Agent shall be responsible for unloading of stores from wagons which are found over loaded and shall also be responsible for reloading of all such unloaded stores lying at NLC sidings from over loaded wagons at his cost and expenses.

## **21. RATES OF COMMISSION**



The rate of commission on percentage basis of C&F/CFR/CPT value of store i.e. amount mentioned in GD - Goods declaration form as C&F/CFR/CPT value for purpose should hold good for a period of one year.

**DOCUMENTS/INFORMATION REQUIRED WITH TECHNICAL BID OF FIRM**

**1. PARTICULARS OF THE FIRM/COMPANY**

|   |   |
|---|---|
| a | Branches (name regions, addresses, contacts etc.)<br>Mandatory requirement for the company to have NOC /License from FBR/Custom/Airport/Seaport authority |
| b | Year of establishment of the Firm as Clearing & Forwarding  |
| c | Number of personnel on company roster<br>(strength/deployment   |
| d | Is company ISO certified (attach registration certificate)  |

**2. Special Requirement/conditions (Freight Forwarders)**

|    |  |
|----|--|
| a  | Registration with Customs/FBR as Clearing Forwarding, License / Registration No. and validity date |
| b. | Membership with trade bodies concerned   |
| c. | Membership with All Pakistan Clearing Forwarding Group   |
| d. | Details of specialized Staff/Manpower that has the proficiency goods clearance                     |
| e. | Expertise and relevant experience in the field/business/services specific                          |
| f. | Customs Innovative consultancy, understanding custom Innovative                                    |

**a. Annual Turnover (last financial year 2016-17 and 2017-18)**

**b. Annual Income Tax (last financial year 2016-17 and 2017-18)**

**3. LITIGATION HISTORY OF THE FIRM (Last 10 Years)**

**Note.** Please provide Documentary evidence in support of your answers. Without Documentary evidence section will be marked as rejected.

**UMAR SAEED**  
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(For & On behalf of the Committee)  
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