



NATIONAL TRANSMISSION & DESPATCH CO. LTD.

Manager (Custom Clearance & Logistics) NTDCI.

NO. Manager (CC&L)/NTDC/CC/LOT-I/2024-2026/1019-22 Dated: 08-07-2024

THE DEPUTY DIRECTOR (M & IMP)
PUBLIC PROCUREMENT REGULATORY AUTHORITY,
01ST FLOOR, FBC BUILDING, NEAR STATE BANK,
SECTOR G-5/2, ISLAMABAD.

SUBJECT: HIRING OF SERVICES OF CARRIAGE CONTRACTOR(S) LOT-I 2024-2026

In pursuance of Regulation No. 02 of Public Procurement Regulations 2009, enclosed please find the Contract Award details pertaining to the subject tender. It is requested to float the same on PPRA's Website under intimation to this office.

(Handwritten signature and date)
28/7/24

M. AYOOB SHAIKH
MANAGER
(CUSTOM CLEARANCE & LOGISTICS)
NTDC, KARACH
M. AYOOB SHAIKH
MANAGER
CUSTOM CLEARANCE & LOGISTICS
NTDC KARACHI

D/A: As Above

Copy to:-

- PS to MD (NTDC), WAPDA House, Lahore.
- The D.M.D (AD & M), NTDC, Lahore for kind information please.
- The G.M. (P & CM), NTDC, Lahore for kind information please.

Bungalow # 44-N/01, BLOCK-6, PECHS, KARACHI-Phone-021-99332550-48-49 and Fax-021-34394449-
Email: ccl.ntdel@ntdc.com.pk

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NAME OF THE ORGANIZATION / DEPTT National Transmission & Despatch Company Limited (NTDCL)
- FEDERAL / PROVINCIAL GOVT Federal
- TITLE OF CONTRACT Request for Proposal for hiring of services of carriage contractor(s) for year 2024-26(Lot-I)
- TENDER NUMBER CCL/CC/LOT-I
- BRIEF DESCRIPTION OF CONTRACT hiring of services of carriage contractor(s) for year 2024-26(Lot-I)

➤ TENDER VALUE

Kilometers	Rs./Ton/KM
0-600	3.99
Beyond 600	2.59
Rate of vehicle detention charges (Rs./day/vehicle)	
(20'&40' Truck) (20' Flat bed) (40' Flat bed) (Low bed/extended low bed/semi low bed)	
3,000	4,000 5,000 15,000

- ENGINEER'S ESTIMATE N/A (For civil works only)
- ESTIMATED COMPLETION PERIOD 24 months from the date of contract signing
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? ___ Yes/No
- ADVERTISEMENT:
 - i. PPRA Website Yes, PPRA Reference No. TS533341E Dated: 23-02-2024. Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - ii. Newspaper Yes, National Newspapers DAILY AUSAF & EXPRESS TRIBUNE dated: 24-02-2024 Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) 11-03-2024 at 10:30 AM
- NATURE OF PURCHASE Local Local/International
- EXTENSION IN DUE DATE (If any) ___ No Yes/No

1. NUMBER OF TENDER DOCUMENTS SOLD **12 Nos.**(Attach list of buyers)Name of buyers are:

- M/s. PKG Int. shipping & logistics Ltd
- M/s. Crescent syndicate
- M/s. Javed Enterprises goods transport Co.
- M/s. Msharib Shipping & Logistics PVT LTD
- ACE Cargo Int.
- Speedways transport Co.
- Daco international transport PVT Ltd
- Jehangir services PVT Ltd
- Nasrullah khan & company
- Crescent carriers
- Watco international
- Adil enterprises

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
(Yes/No) (If yes enclose a copy)(**Attached as Annex-A**)

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
(Yes/No)(If yes enclose a copy)(**Attached as Annex-B**)

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

a. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

c. TWO STAGE BIDDING PROCEDURE _____

d. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, and Negotiated Tendering etc.)

➤ WHO IS THE APPROVING AUTHORITY **Board of Directors (BoD) NTDC**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **Not Applicable.**

➤ NUMBER OF BIDS RECEIVED **(04) Nos.**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes.**(Yes/No)

➤ WHETHER INTEGRITY PACT WAS SIGNED **Yes**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS **Four (04)Nos.**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s. PKG Intl Shipping & Logistics Ltd
PKG House, 28-C, OPF Housing society Khayaban-e-Jinnah road, Lahore**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1st**
- NEED ANALYSIS (Why procurement was necessary?) **To ensure successful implementation of the contract as per technical specification and uninterrupted transportation services for NTDC consignments**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) **Nil**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS **Yes** Yes/No
- DATE OF CONTRACT SIGNING **02 July 2024** (Attach a copy of agreement)(**Attach as Annex-C**)
- CONTRACT AWARD PRICE

General Cargo	
Kilometers	Rs./Ton/KM
0-600	3.99
Beyond 600	2.59
Rate of vehicle detention charges (Rs./day/vehicle)	
(20' & 40' Truck)	(20' Flat bed) (40' Flat bed) (Low bed/extended low bed/semi low bed)
3,000	4,000 5,000 15,000

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **Yes, Evaluation Results were floated on NTDC / PPRA websites** (Yes/No)(Attach copy of the bid evaluation report)(**Attach as Annex-D**)

- ANY COMPLAINTS RECEIVED No(Yes/No) (If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS
N/A (Yes/No) (If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No (Yes/No) (If yes give details)
- SPECIAL CONDITIONS, IF ANY (Give brief description) Special Conditions of RFP Document are attached as Annex-E.

[F.No.2/1/2008/PPRA -RA.III]

RFP DISTRIBUTION LIST CARRIAGE CONTRACTOR LOT- I YEAR 2024-2026

SR. NO	CONTRACT NAME	P.O NO & DATE	AMOUNT	NAME OF REPRESENTATIVE	CONTACT NO	CNIC NO	SIGNATURE	DATE
01	PKG International Shipping & Logistics Limited	UBL 18740499 27-02-2024	3000/-	Adam	0322 2291295	42401-2676856-5		27/02/24
02	Crescent Syndicate	Meezan 01222210 23-02-2024	3000/-	M. Kabir Aziz	0300 0401564	42201-0795814-1	Kabir	28/02/24
03	Javed Enterprises Goods Transport Co.	Meezan 04773634 27-02-2024	3000/-	M. Afzal Rang	0333 9228042	42401-90838974-1	Khair. Mohd	29/02/24
04	Msharib Shipping & Logistics Pvt Ltd.	Meezan 01053937 28-02-2024	3000/-	M. Khalil	0313 0261284	32302-0962309-1		29/02/24
05	ACE Cargo International	ABL 15395592 28-02-2024	3000/-	Syed Akhtar	0315 2359295	42201-0273118-1		29/02/2024
06	Speedways Transport Company	Allied 15395554 26-02-2024	3000/-	M. Ibad Ullah	0321 8565818	42401-8931891-3	M. Ibad	29/2/24
07	Daco International Transport Pvt Ltd	NBL 26797141 29-02-2024	3000/-	Paul Walter	0332 2360118	42301-5806464-5		29/2/24
08	Jehangir Services (Pvt) Ltd.	MCB. 110059270 01-03-2024	3000/-	Makhdoom Imran ul Haq	0323 3195101	42401-0672132-9		01/3/24
09	Nasrullah Khan & Company	Fajal Bank 07133349 04-03-24	3000/-	M. Ayaz Jam	0332 9358201	17101-6617811-7		04/03/24
10	Crescent Carriers	Allied 15395679 07-03-24	3000/-	Nasir Abbas	0306 2778292	42201-3272940-5		08/03/24

11	Waco International	Meezan 01156063 08-03-2024	3000/-	Ghulam Abbas	0304 2427709	45505-0416521-1		08/03/24
12	Adil Enterprises	Meezan 01156065 08-03-2024	3000/-	Ghulam Abbas	0304 2427709	45505-0416521-1		08/03/24



Annexure 'A'

Invitation for Bid

Bid No. CCL/CC/LOT-I

For

SERVICES OF CARRIAGE CONTRACTOR(S) FOR THE YEAR 2024-26 (LOT-I)

1. National Transmission and Dispatch Company (NTDC) a corporate entity constituted after restructuring of WAPDA invites sealed proposals from well-established/bonafide firms having at least 08 years' experience of transportation/loading and unloading of General Machinery and equipment registered with income tax department. General Sales Tax department/Provincial Sales Tax department and are on Active Tax Payer list of FBR for providing services of Carriage Contractor for transportation/loading and unloading of General Machinery and equipment for the year 2024-26 on the format given in the Request for Proposal (RFPs) on basis of National Competitive Bidding (NCB) through Single Stage Single Envelope Procedure:
2. RFP documents, containing detailed terms and conditions, etc. are available at the following address given below, during office hours (8:30 am to 4:30 pm).
Manager (Custom Clearance & Logistics) NTDC
44-N/1, PECHS Block-6, Karachi
Phone: 021-99332548-50, E-mail address: ccl.ntdcl@ntdc.com.pk
3. Price of the RFP documents is Rs. 3,000/-the method of payment will be by a non-refundable fee in form of bank draft from any scheduled bank of Pakistan in favor of Manager (CC&L) NTDC Karachi. The documents may be collected in person or may be sent by courier for an additional fee of Rs. 1,000/- for domestic delivery. No liability will be accepted for loss or late delivery in such case. RFP document may also be download from NTDC Website free of cost (www.ntdc.gov.pk) but purchase of RFP document is compulsory for participation.
4. The Proposals, prepared in accordance with the instructions in the RFP documents, must reach at above address on or before **11.03.2024 at 10:00 AM PST**. Proposals will be opened the same day at **10:30 AM**. This advertisement is also available on PPRA and NTDC websites (www.ppra.org.pk & www.ntdc.gov.pk).
5. NTDC reserve all its rights regarding rejection of bids as defined in Clause 33(1) of PPRA Rules 2004.

Manager (Custom Clearance & Logistics) NTDC, Karachi
44-N/1, Block-6, PECHS, Karachi


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Section - V

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

Main Evaluation Criteria

Sr. #	Description	Weightage (%)
A	Experience of Firm	30
B	Equipment	50
C	Financial Health	20

Minimum overall qualification score required for Technical qualification of firm = 70%.
However, 60% score is mandatory against each item A,B & C.

A. Evaluation of Experience of Firm

Sr. #	Sub Factors	Max Marks
a	No. of offices	05
b	No. of workshops	05
c	Experience of the firm	20
TOTAL		30

Sub Criteria

A	Experience of Firm	Max Marks
A	No. of offices	
i)	One office in Karachi	3
ii)	Additional weightage One mark for each office in other provinces. Upto max of 2 marks.	2
Sub Total(a)		5
b.	Number of workshop (To be visited & verified by the representative of M(CCL))	Max Marks
i)	One workshop	3
ii)	Additional weightage One mark of each additional workshop upto max of 2 marks	2
Sub Total(b)		5
C	Experience of the firm	
I	Less than eight year	0
ii	Eight year	15
lii	Additional weightage 1 mark for additional one year experience over eight years upto max of 5 marks.	5
Sub Total(c)		20

B. Evaluation of Equipment

Sr. No.	Type of Vehicle	Maximum Marks
A	40 Feet Flat Bed Trailers(FBT)	25
B	Cranes (capacity of 10 to 20 Metric tons)	14
C	Low bed/semi low bed/extended low bed	1
D	20 Feet Flat Bed Trailer(FBT)	10
TOTAL:		50

Sub-Criteria of B**a) 40 Feet Flat Bed Trailers (FBT)**

Minimum requirement is 8 no. FBT in company's name or on lease.

Sr. No.	Description	Marks for Flat Bed trailers in the name of company	Marks for Flat Bed trailer on lease (75% of owned marks)
i)	Less than 8(40 FBT)	0	0
ii)	8 (FBT)	15	11.25
iii)	Additional 1 mark for each Additional FBT up to Max. 10	10	7.50
Sub Total		25	18.75

b) Cranes

Minimum requirement is 2 No. Cranes in company's name or on lease.

Sr No	Description	Marks for Cranes in the name of company	Marks for Cranes on lease(75% of owned marks)
i)	Less than two cranes.	0	0
ii)	For two cranes	8	6
iii)	Additional 2 marks for one Additional crane up to max. 6.	6	4.50
Sub-Total		14	10.5

c) Low bed/semi low bed/extended low bed trailer

Minimum requirement is 1 No. trailer in company's name or on lease.

Sr No	Description	Marks for trailer in the name of company	Marks for trailer on lease(75% of owned marks)
i)	Less than 01 trailer.	0	0
ii)	For 01 trailer	1	0.75
Sub-Total		1	0.75

d) 20' Flat Bed Trailers (FBT)

Minimum requirement is 8 no. FBT in company's name or on lease.

	Requirement	Marks for LBT in the name of company	Marks for LBT on lease(75% of owned marks)
i)	Less than 8(20 FBT).	0	0
ii)	For 8 FBT	5	3.75
iii)	Additional 1 mark for each Additional FBT up to Max. 5	5	3.75
Sub-Total		10	7.5

C. Financial Health

Turn over average of last 3 years (i.e. Financial Year 2020-21, 2021-22, 2022-23)

Sr. No.	Description	Marks.
i)	Less than Rs.50 million	0
ii)	For Rs.50 million	15
iii)	Additional 1 mark for each increase of turnover of Rs.2 million above Rs.50 Millions	5
Sub Total(c)		20

Note: Original registration books of vehicles will also be checked by Evaluation committee during physical verification of work shop.

Annexure 'C'
NTDCL copy



**NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED
(NTDCL)**

**CONTRACT AGREEMENT
FOR**

**TRANSPORTATION OF IMPORTED EQUIPMENT /MACHINERY
(GENERAL CARGO - LOT -I)
YEAR 2024-26**

WITH

M/s PKG INTERNATIONAL SHIPPING & LOGISTICS LIMITED

JULY-2024



Hk


**MANAGER
CUSTOM CLEARANCE & LOGISTIC
NTDCL, KARACHI**

- vii. Loss or damage to imported cargo or its packing occurring within the Carriage Contractor's territorial jurisdiction (viz. from respective port to consignee stores/Project sites) due to following reason will be borne and made good to NTDCI by the Carriage Contractor.
 - a) Pilferage/Theft.
 - b) Rain/Storm etc.
 - c) Fires.
 - d) Strikes in the city.

It will be the Carriage Contractor's responsibility to provide and adopt safety and security measures to safeguard against loss/damage of goods due to any or all causes mentioned above.

In case any consignment is found short or in damaged conditions, it will be the Carriage Contractor's responsibility to bring this fact to the notice of the MANAGER (CC&L), NTDCI, Karachi immediately prior to the lifting of that consignment from Karachi Port otherwise all the consequences will have to be borne by the Carriage Contractor.

NTDCI will not pay the vehicle detention charges to the transporter in case of natural disaster. The vehicle detention charges shall only be paid in case of delay at consignee end which shall be verified through date and time of vehicle reaching at site / gate in and leaving the site/ gate out duly signed by consignee / warehouse house staff on GRN/Bilties.

- viii. The Carriage Contractor will transport the consignment in such a manner that his transport reaches the destination during office hours. If the transport reaches after the office hours then the material will be unloaded on next working day.
- ix. The Carriage Contractor is responsible to lift at least 1000 metric tons (in case of bulk cargo) and 2000 metric tons (in case of containerized cargo where consignment is more than 2000 metric tons) per day per consignee failing which demurrage charges so incurred will be contractor's responsibility. Contractor has to intimate progress of lifting material weekly.
- x. The carriage contractor will arrange transportation of empty containers back to respective shipping yard as per requirement of shipping company. The Carriage contractor will also be responsible for de-stuffing and stacking of the material packed in containers. 80% payment on 40 ft and 20 ft containers will be made to carriage contractor for return journey.
- xi. Manager (CC&L) office under exceptional cases only reserves the right to allow the over dimensional non containerized/open top containerized General Cargo (having measurement more than 12.19x2.5x2.9 m3) and which requires special Handling i.e. on low-bed/extended low bed/semi low bed trailers after physical examination and assessment and recording the reasons and justification in writing. Furthermore, the low bed vehicles will only be allowed on written approval from Manager CC&L, otherwise no claim will be entertained.
- xii. In case of any damage to the consignment(s) in total and/or partial; during inland transportation; the carriage contractor will be liable to share the loss to the extent as fixed by "NICT" as 'Carrier Liability' as per Marine Insurance Procedure of WAPDA.
- xiii. The carriage contractor shall prioritize the multiple consignments for same destination according to their given placement programs. The first in hand consignment shall be lifted first and in case of two or more than two consignments for same destination, equal volume against each consignment shall be lifted, also containers with maximum volume/weight shall be lifted first to minimize the demurrage and container detention charges against each container.
- xiv. Transporter is responsible to lift material from warehouse to sites and vice versa as per work order issued by Manager (CC&L). Distance will be calculated from the place of loading and



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in between place of unloading and work order will be issued to respective transporter accordingly.

- xv. Any safety measures necessary during transportation/loading/unloading of material must be adopted by transporter and under intimation to Manager (CC&L).
- xvi. Under extreme urgency, Manager CC&L reserves the right to issue work order on Gazette holidays. The 75% advance payment will be made in case of extreme urgency on demand of transporter. If transporter fails to perform the job, the amount of demurrage and detention charges will be deducted from transporter payment.
- xvii. Transporter shall be responsible to submit terminal Empty IN and Import OUT EIRs within 14 working days after consignment unloading to warehouse/site to C/Agent under intimation to Manager (CC&L) enabling C/Agent for obtaining refund of container security deposit.

2) TRANSPORTATION CHARGES

The rates inclusive of loading at Port, transportation to destination and unloading and stacking of material at site on kilometer basis excluding provincial sales tax as per schedule given below. These rates shall also hold good for the transportation of the cargo from Sea Ports/Dry Ports/Airports/warehouse to warehouse and other sites in Pakistan.

Note: All the toll tax and NHA charges shall be included in the quoted rates

1. 0-600 K.M: 3.99/-
2. beyond 600 K.M: 2.59/-

Rate of vehicle detention Charges (Rs./day/Vehicle)

Truck	Flat Bed	Flat bed	low bed/extended low bed/semi low bed
(14') (20')	(40')	(20')	
3,000	5,000	4,000	15,000

NOTE:-

The work will be awarded to the firm(s) quoting lowest rates in each distance slabs. In case lowest rates in each slab is quoted by two separate firms, two separate contracts would be signed by NTDC against each distance slab. Necessary measures for the safety of material during transportation/loading/unloading at site must be taken up by transporter and included in bid price. The rate of low bed trailers/extended low bed/semi low bed will be applicable 3 times of the quoted against distance slab.

The rate of low bed trailers / extended low bed / semi low bed will be applicable 3 times of the quoted rates against distance slab.	
0 to 600 km	Beyond 600 km
(Rs: 3.99 x 3 = <u>11.97</u> Rs/ton/km)	(Rs: 2.59 X 3 = <u>7.77</u> Rs/ton/km)



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Whereas:

Annexure C

1. Metric Ton means 1000 K.G by weight or 1- Cubic meter by measurement whichever is higher.
2. Minimum payment of 10 metric ton will be allowed for the consignments of weight /volume less than 10 metric ton.
3. In case of containerized cargo the transporter will be required to de-stuff / stack the cargo at ultimate consignee premises (at least 2000 M.T /day where consignment is more than 2000 M T) and also return the empty containers back to the shipping company yard.
4. KM shall be calculated on basis of shortest available route from port/lifting site to the warehouse/unloading

2.1) FUEL INFLATION ADJUSTMENT

In case of increase/decrease in the fuel prices the carriage contractor will be allowed fuel inflation adjustment in the rates as per following formula: -

$$\text{Revised rate} = \text{base rate} + \{[(\text{present fuel rate} - \text{previous fuel rate}) / \text{previous fuel rate}] \times (\text{base rate} \times 0.6)\}$$

- i. 60% of the quoted / agreed rate (being fuel cost component shall be adjusted upward/downward for increase/decrease in fuel price.
- ii. The rate of fuels on the contract awarding date shall be taken as reference price on the basis of Proposal opening rates. Base rate will be that as determined by OGRA.
- iii. No fuel adjustment will be considered for increase/decrease in fuel price up to 10%.
- iv. The escalation will be calculated by taking into account the fuel rate at the time and date for lifting of the consignment intimated by Manager (CC&L), NTDCCL, Karachi.
- v. After the office of Manager (CC&L), NTDCCL, Karachi has issued a letter to the carriage contractor mentioning therein specific time and date for lifting the consignment from Port. any increase in fuel price declared after the said time and date will not be considered for that consignment.
- vi. The revised rates will become base rates for next inflation.

3) PAYMENT

50% payment for the services will be made by the Manager (CC&L), NTDCCL, Karachi at the time of lifting of Cargo by the Carriage Contractor, balance payment of 50% will be released on submission of the following documents: -

- i. Goods received Note (Bilty) duly acknowledged by the ultimate consignee(s) that goods have been received in good condition.
- ii. Octroi receipt if any, duly verified by the ultimate consignee(s)

In case of resumption of Octroi policy of Government, the bill of each shipment in duplicate along with Octroi receipt will be submitted to this office within one month after the material handed over by our clearing agent. These documents are required to be submitted to KMC for taking refund of Transit Pass advances from KMC. NTDCCL reserves the right to recover Transit pass advance amount from Carriage Contractor if the same forfeited due to non-submission of documents by transporter within stipulated period.

In case of lifting of cargo from port on public/bank holidays, the transporter may pay the port charges/demurrage charges (if any) in cash/cheque on behalf of consignee if he want to take delivery of consignment which shall be reimbursed on submission of stamped/signed paid invoice of port.



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NOTE:

NTDCL reserves the right to make adjustment on account of loss or damage as referred to in Para 1 (vii) against payment due to the Carriage Contractor. This loss or damage will be determined by the Manager (CC&L), NTDCL, Karachi in collaboration with General Manager (Insurance) WAPDA, Lahore or as per NTDC policy in vogue.

4) SECURITY

4.1 The successful Bidder(s) shall furnish to the Employer a Performance Security worth Rs. 5,000,000 (PKR: Five Million) in the shape of two Bank Guarantee of Rs. 2,500,000 (PKR: Two and half Million) each in favor of Manager (CC&L) NTDCL within a period of 28 days after the receipt of Letter of Acceptance.

4.2 Failure of the successful Bidder(s) to comply with the requirements of Sub Clause 10.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security.

4.3 Performance guarantee shall be reduced by 50% on expiry of the contract agreement and remaining 50% guarantee shall be returned to the successful Bidder(s) as and when settlement /Recoveries of the insurance claims, demurrage charges etc. are finalized.

4.4 The First Bank Guarantee of **Rs.2.5 million** must be with a validity of **24 months** and the Second Bank Guarantee of **Rs.2.5 million** with the validity of **36 months** from date of contract.

5) DURATION OF CONTRACT

This agreement with you shall be for a period of **Two (02) years** starting from **2nd of July-2024** extendable for a similar or shorter period subject to satisfactory performance and prior approval of the competent authority.

6) SETTLEMENT OF DISPUTES

All disputes relating to the interpretation etc. of any terms and conditions of the Contract, if and when concluded, shall be referred to and settled by the authority next higher to **MANAGER (CC&L), NTDCL Karachi** whose decision shall be final and binding and who shall give written notice of his decision to the Manager (CC&L), NTDCL Karachi as well as to the Contractor.

7) TERMINATION OF CONTRACT

- i) The contract could be terminated with one month's notice given by the Manager (CC&L), NTDCL, Karachi if the Carriage Contractor has in the opinion of the Manager (CC&L), NTDCL, Karachi failed to discharge any of his contractual obligations to the satisfaction of the Manager (CC&L), NTDCL, Karachi.
- ii) The Contract could be cancelled without notice if in the opinion of the Manager (CC&L), NTDCL, Karachi the Carriage Contractor has committed any offence or act of omission or Commission, which tantamount to fraud or misappropriation of NTDCL's property. NTDCL reserves the right to take any other legal action in this regard if deemed necessary.



M/

MANAGER
CUSTOM CLEARANCE & LOGISTIC
NTDCL, KARACHI

8) PENALTY CLAUSE

After taking over the consignments, (General Cargo / Non-containerized Cargo) Carriage Contractor will be responsible to deliver the same to ultimate consignee within the agreed time (Journey @ 300 KM/day after lifting the consignment from port). In case of any delay, NTDCL reserves the right to retrench an amount equal to 0.5% / day of the transportation invoice to the maximum of 5% of transportation invoice from the bills of the carriage contractor except in case where the delay occurred due to circumstances beyond control of the Carriage Contractor duly supported by documentary evidence.

However, in case of containerized cargo the carriage Contractor will be bound to return Container within the journey time calculated @ 300 KM/day, failing which the container detention charges levied by the shipping company will be deducted from the bills of the contractor. Number of days will be reckoned from the day the consignment is handed over to the Carriage Contractor.

- i) The transporter will also be bound to keep the consignor/consignee abreast of the Status/ location of the consignment / cargo after every 08 Hrs. of the journey to afford them operational flexibility at the site / destination.
- ii) NTDCL reserves the right to divert the transporter from his customary route and stipulated destination to any other route and destination if the exigencies of situation demand so. The fare will be adjusted in accordance with the proportionate increase / decrease in the mileage in tandem with abridgement / enhancement of time to destination.
- iii) The transporter will be bound to pay miscellaneous charges like container cleaning/damage/repair/maintenance charges etc charged by shipping companies subject to the condition of containers and remarks of shipping company on EIR i.e. if any damages are noted before loading of containers the cleaning/damage/repair/maintenance charges may be recovered from Supplier instead of transporter.
- iv) Transporter shall be responsible to submit Terminal Empty IN and Import OUT EIRs within 14 working days after consignment unloading to warehouse/site to Clearing agent under intimation to Manager (CC&L) enabling clearing agent for obtaining refund of container security deposit. In case of delay in submitting EIRs within 14 working days to Clearing agent; transporter will be charged for 0.25% / week of penalty of container security deposit amount.

9) LAW GOVERNING THE CONTRACT

This contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law

"Applicable Law" means the laws and other instruments having the force of law in the Islamic Republic of Pakistan as those may be issued and in force time to time.

"Employer" means National Transmission and Despatch Company Limited (NTDCL).

"Carriage contractor" means a person/firm whose tender /Proposal has been accepted by the employer and the legal successors in title to the contractor but not (except with the consent of the employer) any assignee of the contract.



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10) Force Majeure:

Annexure 'C'


- a) The Contractor 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.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor 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.

For and on behalf of


The National Transmission and Despatch Company Limited

Witness:

Signature:
Name:
Title:
CNIC


 M. HUMAYUN
 DMCA (CC&L)
 41304-0207262-3
 DEPUTY MANAGER
 CUSTOM CLEARANCE & LOGISTICS
 NTDC, KARACHI

Signature:
Name:
Title:
CNIC
Seal


 Muhammad Ayaz Sheikh
 Add: C. By.
 42201-6871089-3
 MANAGER
 CUSTOM CLEARANCE & LOGISTIC
 NTDC, KARACHI

For and on behalf of

M/s PKG International Shipping & Logistics Ltd

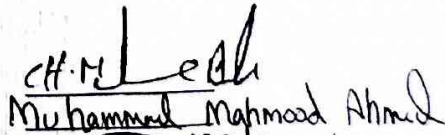
Witness


Signature:
Name:
Title:
CNIC


 Muhammad Mumtaz
 Director
 35202-8183988-5



Signature:
Name:
Title:
CNIC


 Muhammad Mahmood Ahmed
 MD/ Director
 35202-3331502-5






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 KARACHI

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. CCL/CC/LOT-1 Contract Value: (Rs: 3.99/- Per Ton/Km for 0-600 Km) & (Rs: 2.59/- Per Ton/Km for Beyond 600Km)

Contract Title: Contract for the transportation of imported equipment / machinery (General Cargo) - 2024-2026
M/s PKG International Shipping & Logistics Limited hereby declares that it has not obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, M/s PKG International Shipping & Logistics Limited 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 give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/s PKG International Shipping & Logistics Limited 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.

M/s PKG International Shipping & Logistics Limited accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting 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, M/s PKG International Shipping & Logistics Limited 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 M/s PKG International Shipping & Logistics Limited 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.

Name of Purchaser:
M/s. National Transmission & Despatch Company Ltd
Signature:

Name of Bidder:
M/s. PKG International Shipping & Logistics Ltd
Signature: *CHML*

[Signature]
MANAGER
CUSTOM CLEARANCE & LOGISTICS
NTDCL, KARACHI



EVALUATION REPORT
(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency **National Transmission and Despatch Co.Ltd (NTDCL)**
2. Method of Procurement **National Competitive Bidding (NCB)**
3. Title of Procurement **Services for carriage of imported machinery and equipment of National Transmission & Despatch Company Limit by road on truck/flat bed trailer whichever is required as per load limits defined in Axle Load Regime as per NHSO 2000 from Sea Ports/Dry Ports/Air Ports/ware house to ware house and other sites in Pakistan for the years 2024-26**
LOT-1 (General Cargo)
4. Tender Inquiry No. **CCL/CC/LOT-1**
5. PPRA Ref No. **TS533341E**
6. Date & Time of Bid Closing **Technical & Financial 11/03/2024 at 10:00 A.M**
7. Date & Time of Bid Opening **Technical & Financial: 11/03/2024 at 10:30 A.M**
8. No of Bids Received **04**
9. Criteria for Bid Evaluation **Evaluation and Comparison of Bid as per RFP**
10. Details of Bid(s) Evaluation

10.1 Evaluation of Technical and Financial Proposals

LOT-1 (General Cargo)

0-600 km

Sr. No.	Name of Firm	LOT-1 RS/MT/KM	Remarks	Marks Obtained (%) out of 100
1	M/s PKG International Shipping & Logistics Limited	3.99	Responsive/technically qualified	97
2	M/s ACE Cargo International	5.88	Responsive/technically qualified /Higher in Price	78
3	M/s Speed Ways Transport Company	7.00	Responsive/technically qualified /Higher in Price	82
4	M/s Crescent Carriers	8.95	Responsive/technically qualified /Higher in Price	82


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Beyond 600 km

Sr. No.	Name of Firm	LOT-1 RS/MT/KM	Remarks	Marks Obtained (%) out of 100
1	M/s PKG International Shipping & Logistics Limited	2.59	Responsive/technically qualified	97
2	M/s Speed Ways Transport Company	3.49	Responsive/technically qualified /Higher in Price	82
3	M/s ACE Cargo International	3.88	Responsive/technically qualified /Higher in Price	78
4	M/s Crescent Carriers	4.95	Responsive/technically qualified /Higher in Price	82


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11. Lowest Evaluated Responsive Bidder In

Lot-1(General Cargo) M/s PKG Int.shipping and logistics Ltd.

The rates of low bed/semi low bed/extended low bed trailer will be applicable 3 times of the quoted rates against distance slab i.e. for slab 0-600km (Rs.3.99*3=11.97 Rs/MT/km and beyond 600km slab(2.59*3=7.77Rs./MT/km) respectively.

The rates inclusive of loading, transportation, unloading and stacking of material at sites charges per MT/kilometer basis excluding PST. The treatment of PST will be done as per the rules and regulations of the relevant provisional revenue Authority.

General Cargo	
Kilometers	Rs./Ton/KM
0-600	3.99
Beyond 600	2.59
Rate of vehicle detention charges (Rs./day/vehicle)	
(20'&40' Truck)	(20' Flat bed)
(40' Flat bed)	(Low bed/extended low bed/semi low bed)
3,000	4,000
5,000	15,000

12. Any other additional/supporting information, the procuring agency may like to share

Signature  **MANAGER**
CUSTOM CLEARANCE & LOGISTIC
NTDCL, KARACHI
Official Stamp MANAGER(CC&L), NTDC,KARACHI

Note: The above evaluation results are based on detailed Bid Evaluation Report (BER) and correct to best of our Knowledge, however in case if any discrepancy, the contents of original BER shall prevail.

AGREEMENT FOR SERVICES

This agreement is entered into on this ___ day of ___ (month), 2024.

Between

NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED

And

M/S _____

The Parties hereto agree as under:-

1) FUNCTIONS AND DUTIES

The functions and duties of the appointed Carriage Contractor will be as follows:-

- i. To arrange transportation of imported/local equipment/material (General Cargo) from Sea Ports /Dry Ports / Air Ports /Factories / Warehouses in Pakistan to up-country stations and deliver, unload and stack the same at various consignees' stores/project sites located in all over the country. Take necessary measures related to unloading and stacking at site such as hiring of appropriate number of cranes, lifters, other equipment /machinery etc according to material description and sites location. Each consignment need not necessarily consist of truck/trailer load, but may involve package of any weight. The carriage Contractor will be required to arrange transportation of such package to ultimate consignee without undue delay.
- ii. To collect necessary documents in respect of the release of equipment/material and dispatch instructions from the Manager (CC&L), NTDCL, Karachi as and when required, to the consignee.
- iii. To ensure the receipt of requisite documents before commencement of journey. In case of any hindrance in the discharge of the Carriage duty, the risk and responsibility will be of the Carriage Contractor.
- iv. To keep in close contact with the Manager (CC&L), NTDCL, Karachi in respect of dispatch Instructions and to obtain complete address of the consignees at various stations within the country.
- v. To maintain close liaison with NTDCL's Clearing Agents from whom he will obtain delivery of the equipment/material/ against acknowledgement.
- vi. In case of resumption of Octroi Policy of Govt. during currency of Cont. Agreement the Carriage Contractor will ensure that his truck/trailers pass through the area of Karachi Metropolitan Corporation within sixteen (16) hours after leaving KPT limits. The Carriage Contractor shall return the transit pass on the next day to NTDCL's clearing agent who will obtain the refund of the transit pass charges. If considered necessary, NTDCL may nominate the Carriage Contractor as its representative to obtain the refund of transit pass charges direct from KMC authorities. In case the contractor fails to carry out these instructions the amount of transit pass paid for the particular consignment(s) shall be deducted from the Carriage Contractor's bills

- vii. Loss or damage to imported cargo or its packing occurring within the Carriage Contractor's territorial jurisdiction (viz. from respective port to consignee stores/Project sites) due to following reason will be borne and made good to NTDCL by the Carriage Contractor:
- Pilferage/Theft.
 - Rain/Storm etc.
 - Fires.
 - Strikes in the city.

It will be the Carriage Contractor's responsibility to provide and adopt safety and security measures to safeguard against loss/damage of goods due to any or all causes mentioned above.

In case any consignment is found short or in damaged conditions, it will be the Carriage Contractor's responsibility to bring this fact to the notice of the MANAGER (CC&L), NTDCL, Karachi immediately prior to the lifting of that consignment from Karachi Port otherwise all the consequences will have to be borne by the Carriage Contractor.

NTDCL will not pay the vehicle detention charges to the transporter in case of natural disaster. The vehicle detention charges shall only be paid in case of delay at consignee end which shall be verified through date and time of vehicle reaching at site / gate in and leaving the site/ gate out duly signed by consignee / warehouse house staff on GRN/Billies.

- viii. The Carriage Contractor will transport the consignment in such a manner that his transport reaches the destination during office hours. If the transport reaches after the office hours then the material will be unloaded on next working day.
- ix. The Carriage Contractor is responsible to lift at least 1000 metric tons (in case of bulk cargo) and 2000 metric tons (in case of containerized cargo where consignment is more than 2000 metric tons) per day per consignee failing which demurrage charges so incurred will be contractor's responsibility. Contractor has to intimate progress of lifting material weekly.
- x. The carriage contractor will arrange transportation of empty containers back to respective shipping yard as per requirement of shipping company. The Carriage contractor will also be responsible for de-stuffing and stacking of the material packed in containers. 80% payment on 40 ft and 20 ft containers will be made to carriage contractor for return journey.
- xi. Manager (CC&L) office under exceptional cases only reserves the right to allow the over dimensional non containerized/open top containerized General Cargo (having measurement more than 12.19x2.5x2.9 m³) and which requires special Handling i.e. on low-bed/extended low bed/semi low bed trailers after physical examination and assessment and recording the reasons and justification in writing. Furthermore, the low bed vehicles will only be allowed on written approval from Manager CC&L, otherwise no claim will be entertained.
- xii. In case of any damage to the consignment(s) in total and/or partial; during inland transportation; the carriage contractor will be liable to share the loss to the extent as fixed by "NICL" as 'Carrier Liability' as per Marine Insurance Procedure of WAPDA.
- xiii. The carriage contractor shall prioritize the multiple consignments for same destination according to their given placement programs. The first in hand consignment shall be lifted first and in case of two or more than two consignments for same destination, equal volume against each consignment shall be lifted. Also containers with maximum volume/weight shall be lifted first to minimize the demurrage and container detention charges against each container.
- xiv. Transporter is responsible to lift material from warehouse to sites and vice versa as per work order issued by Manager (CC&L); Distance will be calculated from the place of loading and