



BIDDING DOCUMENT

“Hiring the Services of Courier Agency” for House Building Finance Company (HBFC) Head Office and Regional Offices situated in Karachi, Lahore and Islamabad.

November, 2018



Ref: HBFCL/HOK/GSD/2018

November 6, 2018

Tender Notice
Hiring the Services of Courier Agency

House Building Finance Company Limited (HBFC) is country's leading housing finance institution providing affordable solutions to low and middle income groups of population. HBFC invites sealed bids for "Hiring the Services of Courier Agency" for a period of 02 years (renewable subject to mutual consent), as per details provided in the bidding document. The bids will be evaluated in terms of Rule-36(b) of Public Procurement Rules 2004 i.e. "Single stage two envelope procedure" and is open to all the firms who meet the following minimum eligibility criteria:

- The bidders must be registered with Tax Authorities and appear on Active Taxpayers List (ATL) of FBR.
- The bidders must have experience of at least 5 (Five) years of consistently providing courier services.
- The bidders must have at least 3 (Three) running contracts for providing courier services to organizations of comparable scale.
- The bidders must have a nationwide distribution and collection network fully equipped with experienced staff, allied facilities and diversified fleet.
- The bidders must have a reliable tracking system to confirm delivery & other mail management solutions.

Bidding documents containing detailed terms and conditions may be obtained from the undersigned during office hours or can be downloaded from website: www.hbfcl.com.

The bids prepared in accordance with the instructions, contained in the bidding documents must reach at the address given below on or before **26-11-2018** at 11:00 am. Late/ incomplete/ conditional bids will not be entertained. The bids will be opened on the same day at 11:30 am in the presence of bidder's representatives, who may choose to attend. The tender notice is also available at www.ppra.org.pk.

HBFC reserves the right to accept or reject any or all bids in accordance with relevant clause of Public Procurement Rules 2004.

Head – General Services Department
House Building Finance Company Limited
3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi
Tel: 021-35641739

A. General

1. Scope of Bid House Building Finance Company, having its principal place of business at 3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi, hereinafter called "Company", invites sealed bids from tax registered eligible Bidders for "Hiring the Services of Courier Agency" for House Building Finance Company (HBFC) Head Office and Regional Offices situated in Karachi, Lahore and Islamabad.

2. Cost of Bidding The Bidder shall bear all costs associated with the preparation and submission of its bid, and the HBFC will in no case be responsible or liable for those costs.

B. Bidding Documents

3. Content of Bidding Documents Bidders are expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- ii) Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Company. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- iii) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPRA 2004.

C. Preparation of Bids

5. Bid Prices The prices quoted would be inclusive of all charges/Taxes livable by the local Authority/Provincial/Federal Governments including loading/unloading, lifting & transportation charges to the place of work.

D – Submission of Bids

6. Deadline for Submission of Bids

- i) Bids must be received at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.
- ii) The Company may extend the deadline for submission of bids in accordance with Public Procurement Rule 27.

7. Late Bids Any Bid received by the Company after the deadline will be returned

unopened to the Bidder.

E – Bids Opening and Evaluation

- 8. Bid Opening** The Company will open all bids, including withdrawals and modifications in public, in the presence of Bidders' representatives who choose to attend, at the time, date and place specified in the BDS. Bidder's representatives shall sign a register as proof of their attendance.
- 8. Evaluation and Comparison of Bids** The technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Financial Proposals of the only technically accepted proposals will be opened and the bid found to be the lowest evaluated bid shall be accepted.
- 9. Bid Security** All bidders are required to submit amount of bid security @ 5% of total value of contract (out of which 2% shall be accompanied as earnest money with Tender/ Offer and remaining 3% after acceptance of Tender as security deposit) The detail is as under:
- i) No tender shall be considered as valid unless it is accompanied by The Earnest Money equal to 2% of the total value of contract in the form of a Bank Pay Order in favor of House Building Finance Company from a scheduled Bank at Karachi. No other form of payment of Earnest Money shall be acceptable. The earnest money shall be liable for forfeiture, in case the tenderer withdraws his tender during the period the tenders are opened for acceptance. The Earnest Money of unsuccessful Tenderers will be returned to them after expiry of the validity of the tender/offer.
 - ii) The successful tenderer shall furnish a Bank Pay Order equal to 3% of the total value of contract in the form of a Bank Pay Order in favor of House Building Finance Company Limited from a scheduled Bank within (3) three days from the date of acceptance of the tender. No interest shall be payable by the House Building Finance Company on these deposits. In the event of breach of any terms of the contract, earnest money & security deposit will be forfeited. Earnest money & Security Deposit shall be refundable on completion of contract period.

F - Award of Contract

- 10. Award Criteria** The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
- 11. Company's Right to Reject all the Bids** The Company reserves the right to annul the bidding process and reject all bids at any time prior to award of contract.
- 12. Overriding Effect of PPRA-2004** Whenever in conflict with these documents the stipulation of PPR 2004 as internally adopted by Company shall prevail.

G. Bid Data Sheet

1. "Hiring the Services of Courier Agency" for House Building Finance Company (HBFC) Head Office and Regional Offices situated in Karachi, Lahore and Islamabad.
2. The minimum qualification/eligibility is applicable as follows:
 - i. The bidders must be registered with Tax Authorities and appear on Active Taxpayers List (ATL) of FBR.
 - ii. The bidders must have experience of at least 5 (Five) years of consistently providing courier services.
 - iii. The bidders must have at least 3 (Three) running contracts /for providing courier services to organizations of comparable scale.
 - iv. The bidders must have a nationwide distribution and collection network fully equipped with experienced staff, allied facilities and diversified fleet.
 - v. The bidders must have a reliable tracking system to confirm delivery & other mail management solutions.
3. Earnest Money of not less than 2 % of total value of contract in the form of Pay Order / Bank Draft drawn in favor of HBFC must be accompanied by Financial Proposal in sealed envelope. Bid found without / insufficient earnest money will also be rejected instantly.
4. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes.
5. The deadline for submission of bids shall be **26-11-2018, at 11:00 a.m.**
6. Bids will be opened on **26-11-2018 at 11:30 am** at the following address:
HBFC, Head Office, 3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi.
7. Bidders have to submit bids for Complete Requirements, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.
8. Security Deposit: 3 % of total value of contract.

(ON SERVICE PROVIDER'S LETTER HEAD)

Name of Bidder _____

The service provider shall provide inland and overseas courier services to the Company with collection & delivery times, in the following format:

Sr. #	Description	Collection	Delivery
1	Inland /Domestic: (Inter cities - within the country)	Before close of business.	Morning of next working day
2	Overseas / International	Before close of business.	Within reasonable/ prescribed time.

Price Schedule per envelope / packet / box / parcel etc.

Sr. #	Description	Weight	Rate (Rs.)	Applicable tax/s	Rate inclusive of applicable tax/s (Rs.)
1	PACKAGE - 1 (Within City/Intra City) One time pick-up & delivery on next working day before 11:00 am.				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg			
	Sum of rates (R1)				
2	PACKAGE-2 (Inland/Domestic-Inter cities within Pakistan) One time pick-up & delivery on next working day before 11:00 am.				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg.			
	Sum of rates (R2):				
3	PACKAGE - 3 (Overseas / International): One time pick-up and delivery within minimum possible standard competitive time				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg.			
	Sum of rates (R3):				

**SPECIAL SERVICE CHARGES FOR BULK
STATEMENT ACCOUNTS SHIPMENT:**

PACKAGE -4

Bulk means up to 2000 envelopes/ shipments given at a time by the Shipper as and when required.

Description		Rate (Rs.)	Applicable Tax/s	Rate inclusive of Applicable Tax/s (Rs.)
Within city	(Containing up to 2000 Envelopes)			
City to city				
Sum of Rates (R4)				

Note: Prices for second and third year will be increased by inflationary adjustment as announced by State Bank of Pakistan. The decision of HBFC will be final in this regard and will be binding for both parties. Only lawfully applicable tax/s should be added in the proposals.

The courier charges should be inclusive of all applicable taxes, fuel rates, fuel surcharge, service provider's overheads & profit etc. No other payment shall be made by Company on any grounds whatsoever except the above quoted rates. Any duty or tax imposed or reduced / withdrawn by the government shall be included / adjusted to the quoted rates.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Evaluation Criteria

The Minimum Eligibility / Technical Compliance will be evaluated totally on compliance based method.

The Financial Proposals of the only technically accepted / compliant bidders will be opened and the bid found to be the lowest evaluated shall be accepted.

Contract will be awarded to the Service Provider who has quoted the lowest total amount according to formula given below for accumulated Packages 1+2+3+4 of the Services.

$$R_c = \frac{R_1 * W_1 + R_2 * W_2 + R_3 * W_3 + R_4 * W_4}{100}$$

R_c = Combined (Unified) Rate

R₁ = Sum of rates quoted for Package-1 by the Bidder

R₂ = Sum of rates quoted for Package-2 by the Bidder

R₃ = Sum of rates quoted for Package-3 by the Bidder

R₄ = Sum of rates quoted for Package-4 by the Bidder

W₁ = Weight assigned to Package-1 = 30%

W₂ = Weight assigned to Package-2 = 60%

W₃ = Weight assigned to Package-3 = 05%

W₄ = Weight assigned to Package-4 = 05%

Bidder Eligibility/Qualification Criteria:

S. No	Minimum Eligibility/ Qualification Criteria	Means of verification	Bidder's Assessment
1.	The bidders must be registered with Tax Authorities and appear on Active Taxpayers List (ATL) of FBR.	Copies of Tax Registration Certificate/s	
2.	The bidders must have experience of at least 5 (Five) years of consistently providing courier services.	Copies of Contracts/ Purchase Orders/ Other sufficient proof	
3.	The bidders should have at least 3 (Three) running contracts for providing courier services to organizations of comparable scale.	Copies of Contracts/ Purchase Orders/ Other sufficient proof	
4.	The bidders must have a nationwide distribution and collection network fully equipped with experienced staff, allied facilities and diversified fleet.	Provide complete details / documentary proof	
5.	The bidders must have a reliable tracking system to confirm delivery & other mail management	Provide complete details	

2- The Financial Proposals of the only technically accepted proposals will be opened and the bid found to be the lowest evaluated bid shall be accepted.

Description of the Services, Performance Specifications & Terms of Reference (TORs)

1. The service provider shall arrange to collect envelopes, parcels containing Company's documents, Financial Instruments, papers and other mail including cheques, drafts and advices from its Head Office Karachi/ Regional Offices situated at Karachi, Lahore and Islamabad.
2. The collection shall be made on daily basis at a mutually agreed time between 9:30 am to 6:00 pm on full working days and between 9:30 am to 2:30 pm on half working days (if applicable). Collection timings shall be changeable with mutual consent.
3. The collection shall be made against a proper receipt / invoice / airway bill that shall be jointly signed by an authorized staff of the concerned office of the Company and the representative of the bidding firm, collecting the dispatch.
4. The service provider shall not open any envelopes / packets for inspection of contents thereof. However, for the purpose of checking of the contents, if required by any agency / officials authorized to do so under law may be opened and re-sealed in the presence of Company's officials and staff of the bidding firm.
5. In all such cases when an envelope / packet is opened by security staff of a government agency / authority at the airport the same must be re-sealed again and the staff of the service provider and government agency shall paste a certificate on that envelope /parcel/packet etc. that the said envelope/packet/parcel was opened for security purposes and the event shall be immediately notified to the Company by the service provider w.r.t. the packet/parcel.
6. The service provider shall be responsible to deliver all envelopes/packets/parcels collected on a given day at the respective destinations by the agreed time on the same day within city (For Package-1) and next day for the Package-2 (if overnight delivery within the country). It is however, clearly understood that the said delivery option is subject to flight operations. Any change in flight schedules/delays which prevents the possibility of timely delivery, which is not within control of the service provider shall be considerable.

SERVICE AGREEMENT

This Agreement is made at Karachi this _____ day of _____

Between

House Building Finance Company Limited, a company incorporated under the laws of Pakistan, and having its registered office at 3rd Floor , Finance & Trade Centre, Shahrah-e-Faisal, Karachi, (hereinafter referred to as the **“Shipper/the Customer”** which expression shall where the context so admits and includes its successors-in-interest and assigns);

AND

M/s. _____, a private limited company duly incorporated under the laws of Pakistan and having its principal office at _____ (hereinafter called **“the Carrier”** which expression shall wherever the context so admits mean and include its success-in-interest and assigns).

The Shipper and the Carrier shall individually referred to as Party and collectively as Parties

WHEREAS

- i. The Carrier is, inter alia, provider of courier and logistics services and holds a premier position and a credible name in the said industry in Pakistan and globally,
- ii. The Shipper is Dynamic Financial Institute in Pakistan, providing financial assistance for Building, purchasing and renovation of houses.
- iii. The Shipper is desirous of entering into this Agreement with the Carrier for the procurement of courier services offered by the letter Annex ().
- iv. The Carrier agrees to provide courier services to the Shipper on the terms and conditions as described hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:-

1. Definitions

In this Agreement, the following terms shall have the meaning as defined hereunder:

- (i) "Agreement" means this Agreement, along with all the annexures hereto between the Shipper and the Carrier
- (ii) "Shipper" means the House Building Finance Company Limited
- (iii) "Carrier" means the M/s. _____
- (iv) Consignment shall mean to include documents collected by M/s. _____ from the Customer for the purpose of delivering them to the assigned address in consideration of the service charges.
- (v) "Services" means courier and delivery services which shall include handling, dispatching and transporting in bulk volume different sizes of envelopes, packets, parcels, packages containing correspondence and documents to different destinations within Pakistan and abroad, at an agreed rate for a fixed time period.
- (vi) "Charges" means the mutually agreed charges for the Services performed by the Carrier under this Agreement

For the avoidance of doubt and confusion in this Agreement, the singular includes the plural and vice versa.

2. Term of the Agreement

- (a) The Parties agree that they have entered into this Agreement for a period of _____ starting from _____ and ending on _____.
- (b) Further Party shall have a right to terminate this Agreement by giving one (1) month prior notice in writing to the other Party served through courier.
- (c) This Agreement is renewable on such terms and conditions and for such a period as the Parties may mutually agree upon.

3. Obligations of the Shipper

- a) Shipper shall provide to the Carrier envelopes, packets, packages and parcels in good condition with complete addresses and phone numbers of the consignees thereon legibly written or typed in English or Urdu and the address of the Shipper also prominently appearing thereon.
- b) In case of any change in information of consignee, e.g. address or name, discovered by the Carrier or otherwise, information will be conveyed to the Shipper. Only designated representative of the Shipper is authorized to make any changes in address or consignee's name. The Carrier's staff is not authorized to alter/change address for delivery purpose.
- c) The Shipper is under an obligation to make all payments in a timely manner and should abide with all procedural requirements of handing over the consignment to the Carrier for delivery.
- d) It shall be the responsibility of the Shipper to ensure that the consignments are packed properly suitable for the mode of transportation as per industrial standard.

- e) While the Shipper undertakes to be responsible for packing the consignment for delivery, the Carrier, may on request from the Shipper/Customer, undertake the packing of the Consignment, in which case, the Carrier shall charge separately against bill submitted for the same.
- f) The Customer undertakes that all payments due in relation to the content of the Consignment including but not limited to that of taxes, custom duties and tariffs, levies, demurrage fees, and charges, if any ("the Dues"), imposed by either federal or provincial government/ authorities in relation to the content therein have been paid in full and the Customer undertakes to provide all legal and valid documents of evidencing payment of the above mentioned Dues.
- g) In the event it, transpires that the above mentioned dues are not paid, the Customer undertakes to indemnify and hold harmless M/s._____, its affiliates, associated companies, agents, directors, employees ("the innocent parties") from and against any and all losses, damages, claims, costs, liabilities, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon the innocent parties by the relevant government authorities/departments.
- h) The Customer shall indemnifies and keeps M/s._____ fully and effectively against all losses, damages, liabilities, penalties, fines and expenses including, without limitation, legal expenses, resulting from or arising out of proceedings, claims, actions or demands, brought or made against M/s._____ as a result of breach of any applicable law including tax law, any breach of this Agreement or negligence including any negligent act or omission in connection with the Customer's obligations under this Agreement by itself or its staff which term will include but will not be limited to its directors, shareholders, third party contractors etc.
- i) The Customer further undertakes that at the time of the Consignment being handed over to M/s._____ for delivery, are in proper condition and there is no irregularity regarding it. The Shipper also undertakes to ensure that all of its Consignment provided to M/s._____ in pursuance of this Agreement are lawful and do not contain any contraband or any prohibited material that is contrary to the Laws of Islamic Republic of Pakistan.
- j) "without prejudice to above clauses, it is also agreed that in case of any loss, claim, damage, liability, penalty, fine caused/occurred to the Customer or any client/consumer/partner thereof, due to negligent act or omission of the M/s._____ or any of its employee/agent/contractor, the M/s._____ shall make good/compensate/pay off such loss/claim/damage/penalty/fine at its actual as well as M/s._____ will also bear all the expance(s) to be incurred on defending such loss/claim/damage/penalty/fine.

4. Obligations of the Carrier

- (a) Carrier shall ensure proper delivery to the consignee within _____ days if the consignee's address is in Pakistan and within _____ days if the consignee is located out of Pakistan.
- (b) M/s._____ shall take reasonable care while the Consignment is in its custody and protect it against any undue damage during transit. The Consignment shall be intended to be delivered to the Consignee in safe and sound condition.
- (c) The Consignments shall be offered to M/s._____ in a properly packed and sealed condition. M/s._____ shall take all reasonable precautions to ensure that the packing/seal remains intact during transit and the Consignment is delivered to the Consignee in such condition. M/s._____ may, however, for security reasons, check the contents of any Consignment in the presence of the representative of the Customer.

- (d) M/s._____ shall pickup Consignment(s) from given location of the Customer on daily basis by maximum 7.00 p.m. from Mondays to Fridays and by 2:00 p.m. on Saturdays (if require). A relaxation of half an hour at Customer's end will be permissible and M/s._____ on its part will ensure that the Consignment is picked up and booked on the same day.
- (e) M/s._____ shall make all reasonable efforts to deliver a consignment in a safe and expeditious manner within the time frame agreed/indicated for such delivery. However, M/s._____ excludes its liability if the delivery of any Consignment may be obstructed / delayed for operational reasons beyond the control of M/s._____ in which case M/s._____ shall use its best endeavors to deliver such a Consignment as early as possible.
- (f) All shipments will be made by air except destinations which do not have air connection facilities, in this case, Carrier will have combination of modes of transport, e.g. air plus road. If air transportation is not operated /available for 48 hours (working day to be considered only) due to any genuine constraints/reason, the Carrier will use other alternative means of transportation, such as train etc.

If requested by the Shipper, the Carrier may properly pack the contents or material as per its own standard whenever so deemed necessary and shall charge additional service charges for the same.

- (g) For FRAGILE items, the insurance cover, if any, shall be arranged & paid by Shipper to cover risks. However, in case of any valuable item(s) insurance shall not absolve the Carrier of its obligation herein above mentioned. Save as provided in clause 4(d) above where the responsibility of insurance of Consignment in transit rests with the Shipper, M/s._____ shall be responsible for and indemnify the Shipper against any loss or damage to the Consignment while in transit to the extent that such loss or damage arose out of M/s._____ gross negligence, omission or wrongful acts in the performance of the Services under this Agreement. Notwithstanding the foregoing, M/s._____ limits its liability which shall in no case exceed Rs._____ per Consignment for domestic destinations and Rs._____ per Consignment for foreign destinations.
- (h) M/s._____ to deliver the Consignment to any person available at given address after getting his/her signature and name and relationship with the Consignee, regardless of business or residential address.
- (i) In the event that the address is incomplete or not clearly/sufficiently marked, then such Consignment shall be returned to the Customer within 72 hours with the reason for return clearly mentioned. Redelivery in such case would be considered as a fresh job and charged as per the usual charges mentioned herein.
- (j) Save those Consignments which are lost, damaged or stolen during transit, re-forwarding of all returned shipments by the Customer shall not be done unless the same are re-booked by the Customer at the same cost.
- (k) In case of a closed address; M/s._____ courier will leave a message card to the Consignee's given address. If the Consignee contacts M/s._____ then the latter shall either effect re-delivery/ make provision for self-collection from M/s._____ designated office. In case of Consignee does not contact M/s._____ within two working days after first attempt, the Consignment shall be returned to the Customer at the end of second day.
- (l) M/s._____ shall provide proof of delivery if required by the Customer within 24 hours from the time request made by the Customer.

(m) In case of self-collection by the Consignee, the Consignment shall be held for a maximum of three days at M/s._____ office before it is returned to the Customer. Despite the Consignee being informed of self-collection, the Consignee does not collect the Consignment at the end of the third day, it will be returned back to the Customer at the end of third day.

(n) Any loss or theft of a Consignment to be reported immediately to the Customer by M/s._____.

5. Charges and Penalty

The courier charges payable by the Shipper to the Carrier will be as under:

Price Schedule per envelope / packet / box / parcel etc.

Sr. #	Description	Weight	Rate (Rs.)	Applicable tax/s	Rate inclusive of applicable tax/s (Rs.)
1	PACKAGE – 1 (Within City/Intra City) One time pick-up & delivery on next working day before 11:00 am.				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg			
	Sum of rates (R1):				
2	PACKAGE–2 (Inland/Domestic-Inter cities within Pakistan) One time pick-up & delivery on next working day before 11:00 am.				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg.			
	Sum of rates (R2):				
3	PACKAGE – 3 (Overseas / International): One time pick-up and delivery within minimum possible standard competitive time				
	Category 1	a) Up to 250 Grams			
	Category 2	b) Exceeding 250 Grams to 500 Grams.			
	Category 3	c) Exceeding 0.5 Kg to 1 Kg.			
	Category 4	d) Exceeding 1.0 Kg. per additional Kg.			
	Sum of rates (R3):				

SPECIAL SERVICE CHARGES FOR BULK

STATEMENT ACCOUNTS SHIPMENT:

Bulk means, like 2000 envelopes/ shipments given at a time by the Shipper as and when required.

Description		Rate (Rs.)	Applicable Tax/s	Rate inclusive of Applicable Tax/s (Rs.)
Within city	(Containing up to 2000 Envelopes)			
City to city				
Sum of Rates (R4)				

All bulk shipments received by Carrier from the shipper will be delivered within 06-working days. These special bulk shipments rates are based on total distribution of Shipper's statement of account through exclusive carrier only.

Above charges should be inclusive of all applicable taxes, fuel rates, fuel surcharge, service provider's overheads & profit etc. No other payment shall be made by Company/ Customer on any grounds whatsoever except the above quoted rates. Any duty or tax imposed or reduced / withdrawn by the government shall be included / adjusted to the quoted rates.

Payment shall be made by the shipper within 07 working days from the receipt of monthly invoices furnished by the carrier on regular monthly basis.

The Carrier shall be responsible in cases of loss/ damage or wrong delivery at any other address are subject to the clause laid down in the copy of M/s. _____ account opening form clause 5 (a,b,c).

No amount shall be deducted from the invoice of M/s. _____, if there is a dispute/discrepancy in the provision of services, delivery, pickups, etc. it would be settled through issuing the letter of claims within seven (07) working days which shall be assessed by at least one senior representative of both the Parties. In case the claim is settled in favor of the Customer, the amount due shall be deducted from the invoice which is due thirty (30) days after the resolution. In case the dispute is settled in favor of M/s. _____, the Customer shall be billed for the same in the next invoice issued by the former.

6. REVIEW OF CHARGES:

12% increase (on current agreed rates) would be enhanced upon renewal of agreement after one year current agrees period.

7. Waiver

Waiver of any right(s) under this Agreement whether expressed or implied shall not be effective unless the same is reduced in writing and signed by the Parties hereto.

8. Entire Agreement

This agreement contains the entire understanding between the Parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements, representation and understanding between the Parties whether expressed in writing or otherwise.

9. Confidentiality

- a) **Carrier** understands that Shipper as a financial institution is subject to fidelity and secrecy with regard to all data relating to its customers or potential customers. Any or all information or data whether written or oral supplied or communicated by the parties to each other under this Agreement or in respect of negotiation and preparation of this Agreement and the contents of this Agreement shall be kept strictly confidential by both the parties.
- b) The restrictions in 9(a) shall not apply to the extent that the information in question:-
 - i. has been lawfully obtained, free of any duty of confidentiality, other than directly or indirectly from the disclosing Party;
 - ii. is in the public domain other than as a result of a breach of the forgoing Section.
 - iii. is necessarily disclosed pursuant to a statutory obligation or the order of any court of competent jurisdiction or official body having authority to require disclosure;

- iv. is disclosed by the Parties to the Governments authorities as a requirement by law or for obtaining necessary approvals, permits, exemption, etc., or in confidence of persons in furtherance of the Parties' contractual obligations under the Agreement.

10. Governing Law

The terms of the contract shall be governed by the laws of the state of the Islamic Republic of Pakistan in vogue and also according to the directives and circulars issued by the State Bank of Pakistan from time to time.

11. Arbitration and Proceedings

The parties shall endeavor to settle any or all disputes amicably arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made there under for the time being in force.

12. Corporate and Regulatory Formalities

The Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent regulatory authorities to enter into this Agreement.

13. Assignment

The rights and obligations contained in this Agreement shall not be assigned, sub-delegated, novated or otherwise transferred by the Carrier to any other person not being a party to this Agreement unless the specific prior consent in writing of the Shipper has been obtained.

14. Termination

- (a) Either Party shall be at liberty to terminate this Agreement at any time by serving a thirty (30) days prior written notice without assigning any reasons.
- (b) Either Party may terminate this Agreement upon the breach of a term or condition of this Agreement by other Party. Upon any such breach, the aggrieved Party shall issue a 30 day(s) notice to the breaching Party for remedial/corrective measures. However if the breach is not rectified/resolved/remedied during the served notice period, the Agreement shall stand terminated upon the expiry of such notice period.
- (c) The Parties shall not be considered to be in breach of any terms of this Agreement upon the occurrence of a Force Majeure event. The term "Force Majeure" for the purposes of this Agreement, shall mean any occurrence beyond the reasonable control of the Parties and includes, but is not limited to: (a) any Acts of God such as lightening, fire, or any natural calamity; (b) any act of war, invasion, armed conflict, or an act of foreign enemy, civil disturbances, revolutions, hostilities and alike which makes the performance of this Agreement impossible.
- (d) The Party affected by an event of Force Majeure shall notify the other Party of the same, within ten (10) days of such an event (the "Force Majeure Notice"). If the Force Majeure event continues for

more than thirty (30) days from the date of receipt of the Force Majeure Notice by the other Party, this Agreement shall stand terminated in accordance with clause 9(i).

15. Jurisdiction

In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement or any sort of grievance (“Proceedings”) each of the parties irrevocably shall seeks remedy within jurisdiction, Karachi.

16. Notices

Notices under this Agreement shall be regarded as validity communicated whether sent personally, by fax or courier to the offices of either party mentioned in the heading to this Agreement and marked to the attention of the following

FOR M/s. _____:

FOR SHIPPER

17. Invalidity, Illegality, or Unenforceability

In case any one or more of the provisions contained in this Agreement would be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision, with a provision which best reflects their mutual intention and interest.

18. Heading

In this Agreement, the headings to clauses are for convenience only and have no legal effect.

19. Force Majeure

Neither Party shall be liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of any act of God or act of nature including but not limited to fire, flood, storm, explosion, sabotage, riot, act of war, earth quack, civil disturbance or any other causes beyond the control of any Party. The affected Party shall promptly notify the other Party in writing of Force Majeure and the estimated extent and duration of its inability to perform its obligations. Upon cessation of the event of the Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.

IN WITNESS WHERE OF the parties to have as their respective hands at Karachi on the day, Month and year first mentioned above.

FOR & ON BEHALF OF SHIPPER

FOR & ON BEHALF OF _____

WITNESS

1: _____

2: _____

1: _____

2: _____
