TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No.TCP/D&POD/Wheat/Transport/22-4/2022-23 June 07, 2022

INVITATION FOR BID

TRANSPORTATION OF 3.0 MILLION MT WHEAT (BAGGED) FROM KARACHI PORT / PORT BIN QASIM /GWADAR PORT TO TCP's GODOWNS LOCATED AT KORANGI, LANDHI AND PIPRI, KARACHI

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites sealed bids through Single Stage Single Envelop procedure from the reputed Sole Proprietorships / Firms / Transporters (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having five years' experience in the field of Transportation of bulk, break bulk and containerized cargo of various commodities viz sugar, urea, wheat etc., for transportation of bagged wheat from Karachi Port / Port Bin Qasim to TCP's godowns located at Korangi, Landhi and Pipri, Karachi.

2. Bidding documents containing detailed terms and conditions, work description, procedure for submission of bids, bids security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee, etc are available on payment of Rs.2,000/- (Rupees Two Thousand only) which can be purchased on all working days from (Monday to Saturday) during 0800 hours to 1500 hours (except Friday 0800 till 1300 hours) from 09th June, 2022 till 27th June, 2022 at 1030 hours (i.e. half hour before bid dropping time), from the following offices of TCP:

a. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);

b. General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 3rd Floor, Building No. 1, Aiwan-e-Iqbal Complex, Edgerton Road, Lahore (Phone No. 042-99206065-69);

c. Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 16th Floor, State Life Building No.5, Jinnah Avenue, Islamabad (Phone: 051-9222441-42, Fax: 051-9222443);

d. Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House # M-6, New Town, Near Roshan Masjid, Gwadar

3. The bidding documents can also be downloaded from official websites of TCP www.tcp.gov.pk. and PPRA www.ppra.org.pk. interested parties would, however be required to enclose with the bid, the prescribed fee of Rs.2000/- in form of Pay Order/Demand Draft in favor of TCP or Cash Receipt issued by TCP

4. The bids prepared in accordance with the instructions in the bidding documents must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block 'B', Finance and Trade Centre, Sharah-e-Faisal, Karachi, on 27th June, 2022, latest by 11:00 hours. The bids shall be opened on the same day at 11.30 AM in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.

5. A pre bid meeting shall be held on 16th June, 2022 at 1100 Hours in the Board Room of TCP at 4th Floor, Block-B, FTC Building, Shahra-e-Faisal, Karachi.

6. TCP reserves the right to accept or reject any or all offers, wholly or partially as per PPR, 2004.

7. This advertisement is also available at the official websites of TCP www.tcp.gov.pk. and PPRA www.ppra.org.pk

Qadeer Ahmed Bhutto
General Manager
Dispatch & Port Operations Division
Ph # 021-99207549

No. TCP/D&POD/Wheat/Transport/22-4/2022-23
Dated: 07-06-2022

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TRANSPORTATION OF 3.0 MILLION MT WHEAT (BAGGED) FROM KARACHI PORT / PORT BIN QASIM /GWADAR PORT TO TCP's GODOWNS LOCATED AT KORANGI, LANDHI AND PIPRI, KARACHI

1. GENERAL CONDITION

i. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites sealed bids through Single Stage Single Envelop procedure from the reputed sole proprietorships / firms / Transporters (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having five years' experience in the field of Transportation of bulk, break bulk and containerized cargo of various commodities viz Sugar / Wheat, etc., for transportation of wheat from Karachi Port / Port Bin Qasim / Gwadar to TCP's godowns located at Korangi, Landhi and Pipri, Karachi.

ii. TCP has right to reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPRA Rules 2004.

iii. TCP shall have the right to appoint more than one transporter and apportion the quantity of wheat to be handled amongst them at TCP's discretion.

iv. Bids must be accompanied with the Earnest Money of Rs. 500,000.00 (Rupees five hundred thousand only) in the form of Bank Pay Order/Demand Draft from scheduled Bank in Pakistan in favour of "Trading Corporation of Pakistan (Pvt.) Ltd, Karachi". Bids not accompanied with the required Earnest Money shall not be considered.

2. ELIGIBILITY

i. Sole proprietorships/firms/companies/individuals, duly registered with Income Tax and Sales Tax Department having five years' experience in the field of Transportation of bulk, break bulk and containerized cargo of various commodities viz Sugar/Wheat, etc., for transportation of wheat from Karachi Port / Port Bin Qasim / Gwadar are eligible to participate in the tender. Absence of minimum experience shall render the bidder ineligible to participate in the tender.

3. INELIGIBILITY

i. The individuals / sole proprietorships firms/ companies who are Blacklisted by TCP or any other Government entity are not eligible to participate in the tender. Those individuals / sole proprietorships firms/ companies who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the bids, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the tender opening date. Further, those individuals / sole proprietorships firms/ companies that have any sort of illtigation with TCP including cases in FIA / NAB, shall not be eligible to participate in the tender.

ii. The firm(s)/companies/individuals/bidder(s), who are involved directly or indirectly in the supply of Wheat to TCP, as the suppliers of Wheat or as local agents, will be ineligible for participation in this tender.

iii. Bids not complying with the above instructions or submitted conditionally or submitted without required documents or required bid/earnest money are liable to rejection.

4. PRE-BID MEETING

A pre bid meeting of tender shall be held on **16th June, 2022 at 1100 hours** in the Board Room of TCP at 4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

5. SUBMISSION OF BIDS / OFFERS

i. The Bids should invariably be accompanied with the following documents:-

a. Original receipt of purchase of tender documents in the name of the Bidder.

b. All tender documents duly signed and stamped on each page, including the Bid Form as per **Annex-I.**

c. Bids shall be accompanied with an earnest money of Rs. 500,000/- (Rupees Five Hundred Thousand) in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within fifteen days of finalization of tender.

d. Copy of Income Tax Registration Certificate / NTN Certificate and Sales Tax Registration Certificate in the name of Bidder(s) or proprietor(s), having active taxpayers' status as per FBR / SRB web portals.

e. Copy of status of Ownership (Sole Proprietorship, partnership Firm and Article and Memorandum of Association of Limited Company where applicable alongwith Registered address and Names, Addresses and Photocopies of valid CNIC of Owner/Partner/Directors) attested by Notary Public.

f. Detailed documents of handling of Bagged Cargoes in Pakistan showing experience of atleast three years.

g. A certificate from the Bank, showing the Bidder's credit worthiness for an amount of not less than rupees 10 (Ten) million, or bank statement of last one year showing the credit transactions of rupees ten million. The certificate should be dated, not earlier than 10 days prior to the submission of bid.

h. An Affidavit to the effect that the bidders have not been blacklisted by any Government department/autonomous body/TCP.

i. Name and address of the firm with telephone number, fax number and e-mail address etc. along with Company's Profile and name of directors/co-directors/partners/ proprietors.

j. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation.

k. An undertaking to the effect that the bidder or their owner/ partner/ director/ employee/ worker has no link with the suppliers of Wheat or their local agent.

l. Ownership of Trucks/Trailers and / or exclusive leasing / Contract with others, minimum 30 numbers having capacity of 30 MT minimum.

m. Copies of Documents / Evidences of ownership / leasing / contract to be submitted. Any duplication of Truck / Trailer with more than one applicant shall disqualify both the applicants. The list of trucks showing registration number must be included with bidding documents.

ii. The bids should invariably be submitted on the letter head of the applicant, as per Bid Form **(Annex – I)** duly signed and stamped by the bidder(s), to be used for quotation of rates only, any type of any condition, explanation, details or any additional information on the bid-form can be the reason for rejection and TCP reserves the right to forfeit the earnest money, without prejudice to claim for compensation.

iii. The Tender shall be awarded on the basis of lowest responsive bid.

iv. Taxes will be applicable as per law.

6. EVALUATION CRITERIA

i. Sealed offers/bid in an envelope, to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block 'B' Finance & Trade Centre, Sharea Faisal, Karachi on the date & time given in the IFB. The Bids shall be evaluated by the Bid evaluation Committee, solely on price subject to their conformity with terms and condition of tender document.

ii. TCP reserves the right to verify the ownership of Trucks / Trailers Exclusive Leasing Contracted vehicles of Minimum 30 numbers as offered by the bidder(s) at any time. The Bidder shall be required to keep the Trucks / Trailers Exclusive Leasing Contracted vehicles ready for inspection by TCP's nominated officer(s)/surveyor(s)/representatives. The vehicle should be in running/operating conditions at the time of inspection.

7. VALIDITY OF OFFER(S)

i. The offer(s) shall remain valid for acceptance for 30 days w.e.f. the date of opening of tender. The bidder(s) Transporter(s) must be in a position to handle the vessels carrying Wheat in Bags

ii. If any bid is withdrawn before the expiry of validity period or if the successful bidder fails or defaults in completing any or all formalities prescribed herein, or fails to take up the work upon the issuance of the letter of acceptance by TCP, then without prejudice, to any other legal remedy for recovery of losses or damages incurred by TCP due to such default or failure, TCP shall forfeit the earnest money forthwith.

8. EARNEST MONEY

i. Bids shall be accompanied with an earnest money of Rs.500,000/- (Rupees Five Hundred Thousand) in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within (15) fifteen days after finalization of tender.

ii. On receipt of Performance Guarantee, the Earnest Money shall be refunded to successful bidders. In case successful bidder fails to furnish the performance guarantee within three working days, TCP shall forfeit the earnest money without prejudice to any other claim by TCP.

9. PERFORMANCE GUARANTEE

i. In case of award of the tender / contract, the bidder shall furnish within three working days a Performance Guarantee of Rs. 5,000,000/- (Rupees Five million) in the form of Pay Order/Bank Draft/Bank Guarantee in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi, for smooth running and satisfactory completion of the entire operation of transportation of wheat. No interest will be claimed by the Bidder on the said guarantee.

ii. TCP shall forfeit the Performance Guarantee if the bidder: -

a. Fails to provide the required services as per terms & conditions of tender document.

b. Commits any breach of contract or fails to full any terms or conditions of the contract.

iii. The Performance Guarantee will be released to the bidder on successful and satisfactory execution of the contract. No claim shall lie in respect of interest on Performance Guarantee regardless of the time of its release.

10. SIGNING OF CONTRACT/PROVISION OF DOCUMENTS

In case of award of the tender/contract, the party/Transporter/bidder shall be responsible to sign the agreement with TCP within three days after award of contract and also submit the Integrity Pact as per **Annexure–II** and shall be responsible to complete all documents, as notified from time to time. Tender documents, invitation of bids and integrity pact shall be the integral part of the contract.

11. JOB DESCRIPTION

a. On receipt of ETA notice by **TCP** the **TRANSPORTER** shall arrange the trucks/vehicles for transportation of **CARGO** from port(s) to TCP's nominated warehouses/godowns.

b. Entry of vehicle into port area shall be the responsibility of **TRANSPORTER**.

c. The **TRANSPORTER** will be responsible for transportation of daily minimum 7,000 MT Wheat from port (Karachi / Bin Qasim / Gwadar) to TCP's Godown located at Korangi / Landhi / Pipri (loading of cargo at port shall be the responsibility of **TCP** through its Stevedores).

d. A time of 8 hours allowed to TCP's Transporter for loading of a truck directly from the vessel. In case of loading from ground, time allowed can be increased upto 12 hours. The vehicles shall be loaded on first come first load basis.

e. In case of delay in provision of vehicles/transport, the **TRANSPORTER** will be responsible for payment of demurrage/storage and the same shall be recovered from the account of **TRANSPORTER**.

f. The **TRANSPORTER** will be responsible to maintain truck/trailer/ vehicle/wagon-wise, date-wise detail/statement of dispatched Goods and submission of daily reports to The General Manager (D&POD) through Fax/Email/Whatsup as well as to GM (REM&S), without any fail.

g. After entire satisfaction about quality/quantity and bags' condition the **TRANSPORTER** will lift the cargo from Port and cover the **CARGO** with tarpaulins.

h. The Transporter will obtain truck wise Port Weighbridge slip from Stevedore to ascertain actual weight of the wheat bagged Cargo. In case of any refusal from stevedore or dispute, the transporter will inform TCP in writing, The vehicle shall be weighed without Driver at port weighbridge in empty condition and then after loading of wheat cargo (to get the exact quantity).

i. The tarpaulins shall be opened / removed within TCP's godowns after permission of TCP's Officer/Custodian.

j. The weighment at Destination point (TCP's godowns) shall be made in the presence of TCP's nominated Custodian / Godowns Surveyors (The vehicle shall be weighed without Driver at weighbridges).

k. In case of damaged/short cargo/Torn bags found at TCP's godowns, the vehicle shall be un-loaded after joint survey (Carried out by Transporter, TCP's Surveyors and / or TCP's nominated Custodian) and the claim will be lodged upon TRANSPORTER by TCP. The vehicle shall not be allowed to move from Godown/warehouse till settlement of claim between **TRANSPORTER** & **TCP**.

l. All type of payment like claims or any other type of payment shall be made by **TRANSPORTER** in the shape of PAY ORDER/DEMAND DRAFT in the Favor of TCP.

m. The **TRANSPORTER** shall obtain the proper clean receipt regarding handing over of the cargo at TCP's warehouse with the remarks that "ALL CARGO FOUND SOUND AND INTACT / NO SHORTAGE OR DAMAGED AS PER BUILTY", otherwise the bill of **TRANSPORTER** shall not be processed for payment till settlement of any claim.

n. Vehicle should reach within 12 hours from port to TCP's godowns. In case of delay, the **TRANSPORTER** shall report to the Officer designated by TCP and explain the reason for delay and the vehicle shall be un-loaded after having the permission of TCP's Officer. In case the vehicle reaches after 18 hours, the goods shall be un-loaded only after joint survey to ascertain the reason for delay.

o. Normal time of 10 hours shall be required to un-load the vehicle. On Friday/Sunday & holidays, the time can be increased upto 15 hours.

p. All charges/taxes/duties shall be the responsibility of **TRANSPORTER**.

q. The **TRANSPORTER** shall follow the route as indicated by TCP for specific destination. In any circumstances the vehicles cannot change the route unless having TCP's permission in-writing. In case of any change of route is found, the case shall be treated as theft case.

r. In case of any fault in the vehicle during transport, the same shall be informed to TCP's nominated Officer and if required the change of vehicle/shifting the cargo to another vehicle, this practice shall be made only after written permission of TCP's nominated officer, in the presence of TCP's nominated surveyors and report shall be made in Urdu language at place of accident and signed by vehicle Driver, vehicle cleaner, concerned mechanic and TCP's representative (The copy of Driver License & NIC shall be enclosed to the report), other-wise the cargo shall not be accepted at final destination and all losses/consequences shall be borne by the **TRANSPORTER**. Besides, the **TRANSPORTER** shall be responsible to shift the packed material from port to TCP's nominated godowns at the same rate which is applicable for **CARGO**.

s. Upon completion of Dispatches the **TRANSPORTER** will be responsible for submission of consignment detail to **TCP** within three working days.

12. GENERAL TERMS & CONDITIONS

a. In case of any delay/detention in discharging/unloading of vessel due to negligence/fault/delay in provision of transport found at the part of **TRANSPORTER,** the **TRANSPORTER** shall be responsible for demurrage charges @ US$ **40,000** PWWD or prorate strictly. These charges shall be deducted from the Bills of **TRANSPORTER**.

b. Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of **TRANSPORTER** and no such claim shall be entertained by **TCP**.

c. Any claim of injuries, loss of limb, of life to any worker/labor engaged / employed by the **TRANSPORTER** for operation/ performance /execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the **TRANSPORTER**. **TCP** shall, in no way, be responsible for any compensation in this connection.

13. PAYMENT

i. 80% payment shall be made on completion of removal of cargo from port and reaching upto TCP's godowns. **TRANSPORTER** shall be required to submit the following documents along with invoice & covering letter:-

a. Invoice with covering letter, both duly signed and stamped by the Transporter's authorized officer.

b. Copy of builties alongwith copy of Port weighbridge slip.

c. Copy of Clearing Agent's receipt.

d. Copy of Stevedore's receipt.

e. Date wise summary of cargo showing, number of bags and trucks number, etc.

f. Date-wise certificate from TCP's godowns showing receipt of cargo till date (showing weight, number of bags and Truck No. etc).

g. TCP's appointment letter for the specific vessel.

h. Copy of signed agreement with TCP.

i. Any other relevant document.

ii. Balance 20% payment will be made after completion of delivery:

i. Original builties along with Copy of Port weighbridge slip.

ii. Certificate from TCP's godowns showing date wise receipt of entire cargo as per weight, number of bags and Truck No. etc,

iii. TCP's appointment letter for the specific vessel.

iv. Copy of signed agreement with TCP.

v. Any other relevant document.

iii. Taxes shall be applicable as per law (i.e withholding taxes will be deducted as per law).

14. PERIOD OF CONTRACT

Contract will be deemed to have commenced on the date of issuance of acceptance letter and shall remain in force for a period of one year and extendable for a further period of six months at sole discretion of TCP, However, the Transporter shall be responsible for completion of functions, if any work in progress upon expiry of contract. The contract can be terminated earlier by the TCP at its sole discretion. The TCP shall not be liable for any damage / compensation / loss suffered by the contractor due to such cancellation by TCP.

15. RESOLUTION OF DIFFERENCE / DISPUTE BY ARBITRATION

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the TCP and Transporters, Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrations to be nominated one each by the TCP and Transporter within fifteen days of notice from either side or in the case of the said Arbitrations not agreeing, then to the award of an Umpire to be appointed by the Arbitrations in writing prior to proceeding with the arbitration. The decision of the Arbitrations or the umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistan Law of Arbitration Act 1940.

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN PRIVATE LIMITED

TRANSPORTATION OF 3.0 MILLION MT WHEAT (BAGGED) FROM KARACHI PORT / PORT BIN QASIM /GWADAR PORT TO TCP's GODOWNS LOCATED AT KORANGI, LANDHI AND PIPRI, KARACHI

Reference your advertisement which appeared in the daily ---------- dated----------, we offer the following rates on per metric ton net basis for Transportation Of 3.0 Million Mt Wheat (Bagged) From Karachi Port / Port Bin Qasim / Gwadar Port To TCP's Godowns Located At Korangi, Landhi And Pipri, Karachi

WORK	Rate in Rs. PMT (Nett including the weight of bags) inclusive of all taxes		
	Pipri	Landhi	Korangi
From Karachi Port			
From Port Bin Qasim			
From Gwadar Port			

2. We have thoroughly read the Tender Notice and all Terms and Conditions of the tender and accepted un-conditionally and we also confirm that we shall abide by all the terms and conditions of the tender un-conditionally.

Signature : _____

Name : _____

CNIC No. : _____

Designation : _____

Company : _____

NTN No. : _____

Date : _____

Stamp : _____

No. TCP/D&POD/Wheat/Transport/22-4/2022-23
Dated: 07-06-2022

ANNEXURE-II

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.

INTEGRITY PACT

Declaration of fees, commission and breakage etc payable by the suppliers of goods, services, and works.

[the Transporters 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (TCP, Ministry of commerce, Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Transporters 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

[the Transporters certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with TCP, Ministry of commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[the Transporters 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 right and remedies available to TCP, Ministry of commerce, Government of Pakistan under any law, contract or other instrument, be voidable at the option of TCP, Ministry of commerce, Government of Pakistan.

Notwithstanding any rights and remedies exercised by TCP, Ministry of commerce, Government of Pakistan in this regard, the Transporters agrees to indemnify fully TCP, Ministry of commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of commerce, Government of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Transporters 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 TCP, Ministry of commerce, Government of Pakistan.