TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

No. TCP/D&POD/Transport/1/2021-22 February 16, 2022

INVITATION FOR BID

TRANSPORTATION OF BAGGED UREA FROM KARACHI PORT / PORT BIN QASIM 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 and break bulk of various commodities viz Sugar, Wheat, Urea etc., for transportation of Urea 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 Friday) during 0900 hours to 1700 hours from **17th February 2022 till 04th March 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) The General Manager, TCP, Regional Office, 2nd Floor, LDA Plaza, Egerton Road, Lahore Tel: 042-99206065-69 Fax: 042-99206066 Email: lhr@tcp.gov.pk

c) The Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd. House No. 47, Street 2, PHAF Residencia Kurri Road, Islamabad Tel: (Phone: 051-9222441-42, Fax: 051-9222443)- Email: tcpliaison@hotmail.com

d) The bidding documents can also be downloaded from official websites of TCP www.tcp.gov.pk. and PPRA www.ppra.org.pk.

3) 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 **04th March 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.

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

5) 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 # 021-99207550

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TRANSPORTATION OFBAGGED UREA FROM KARACHI PORT (KPT)/ PORT BIN QASIM TO TCP's GODOWNS LOCATED AT KORANGI, LANDHI AND PIPRI, KARACHI

1) GENERAL CONDITION

a) 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 of various commodities viz Urea/Wheat/Sugar etc., for transportation of ureafrom Karachi Port (KPT) / Port Bin Qasim to TCP's godowns located at Korangi, Landhi and Pipri, Karachi.

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

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

d) 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

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 Urea, etc., for transportation of ureafrom Karachi Port / Port Bin Qasimeligible to participate in the tender. Absence of minimum experience, shall render the bidder ineligible to participate in the tender.

3) INELIGIBILITY

a) The individuals / sole proprietorships firms/ companies who are Black listed by TCP or any other Government entity are not eligible to participate in the tender. Further 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.

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

c) 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) SUBMISSION OF BIDS / OFFERS

a) The Bids should invariably be accompanied with the following documents:-

i) Original receipt of purchase of tender documents in the name of the Bidder.

ii) All tender documents duly signed and stamped on each page, except the Bid Form as per Annex-I.

iii) 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.

iv) Copy of Income Tax Registration Certificate / NTN Certificate and Sales Tax Registration Certificate in the name of Bidder(s) or proprietor(s), alongwith active tax payers list showing the name of bidder(s).

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

vi) Detailed documents of handling of Bagged Cargoes in Pakistan showing experience of atleastfive years.

vii) A certificate from the Bank, showing the Bidder's credit worthiness for an amount of not less than rupees 10 (Ten) million. The certificate should be dated, not earlier than 10 days prior to the opening of Tender.

viii) An Affidavit to the effect that the bidders have not been black listed by any Government department/autonomous body/TCP.

ix) 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.

x) 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.

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

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

xiii) Documents / Evidences of ownership / leasing / contract to be submitted. Any duplication of Truck / Trailer with more than one applicant shall disqualify both the applicants.

b) The bids should invariablybe 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 forquotation 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.

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

d) The bid shall be submitted inclusive of all taxes.

e) Taxes will be applicable as per law.

5) EVALUATION CRITERIA

a) 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 Bidsshall be evaluated by the Bid evaluation Committee.

b) 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 shallbe required to keep the Trucks / Trailers Exclusive Leasing Contracted vehiclesready for inspection by TCP's nominated officer(s)/surveyor(s)/representatives. The vehicle should be in running/operating conditions at the time of inspection.

6) VALIDITY OF OFFER(S)

a) 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 Ureain Bags

b) 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.

7) EARNEST MONEY

a) 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.

b) 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.

8) PERFORMANCE GUARANTEE

a) 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 millions) in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi, for smooth running and satisfactory completion of the entire operation of transportation of ureain all respects. No interest will be claimed by the Bidder on the said guarantee.

b) TCP shall forfeit the Performance Guarantee if the bidder: -

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

ii) 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.

9) SIGNING OF CONTRACT/PROVISION OF DOCUMENTS

a) 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&Annexure–III** agreement shall be responsible to complete all documents, as notified from time to time. Tender documents, invitation of bids Agreement and integrity pact shall be the integral part of the contract.

10) JOB DESCRIPTION

a) On receipt of ETA notice by **TCP** the **TRANSPORTER** shall arrange immediately but not later than 24 hours, 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 minimum 4,000 MT Ureafrom KPT/PQAto 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 24 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 upto36 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.

g) After entire satisfaction about quality/quantity (50 Kg nett) and bags' condition the TRANSPORTER will lift the cargo from Port and cover the CARGO with tarpaulins.The quantity shall be finalized on the basis of No. of bags, each bag carrying 50 KG (nett). However, KPT/PQA weighbridge will also be used to recheck the quantity. In case of any significant variation on lower/higher side, the number of bags of that particular vehicle shall be re-counted.

h) The Transporters shall be responsible to receive the cargo from the TCP's stevedore as per their entire satisfaction against proper clean receipt, issued by stevedored and acknowledged by transporter, which must be remarked by transporter "CARGO FOUND SOUND AND INTACT IN SATISFACTORY CONDITIONS ---------- BAG---------- MT (NET). Any other remarks on receipt shall never be treated as proper receipt.

i) The transporter shall also be responsible to collect the weighment slip of each truck of port weighbridges and submit copy of each slip to D&POD alongwith their Bills.

j) The **TRANSPORTER** will be responsible to deliver Cargo to TCP's representative at Destination Point on the Basis on Number of Bags each bag weighing Net weight of 50 KG. he will ensure weighment at Destination point (TCP's godowns) in the presence of TCP's nominated Custodian (The vehicle shall be weighed without Driver at destination point).The **TRANSPORTER**shall also provide copy of Stevedore slip and weighbridge slip issued at the Ports to the TCP's nominated Custodian enabling him to counter check the quantities.In case of any significant variation on lower/higher side, the number bags of that particular vehicle shall be re-counted. The TRANSPORTER shall receive acknowledgment slip from TCP's Custodian with remarks that "CARGO FOUND SOUND AND INTACT IN SATISFACTORY CONDITIONS ---------- BAG---------- MT (NET)".

k) The transporter shall be responsible to collect the Godown weighment slip of each truck and submit copy of each slip to D&POD alongwith their Bills.

l) The tarpaulins shall be opened/removed within TCP's godownss after permission of TCP's Officer/Custodian.

m) In case of damaged/short cargo found at TCP's godowns, the vehicle shall be un-loaded after joint survey and the claim will be lodged upon **TRANSPORTER** by **TCP**. The vehicle shall not be allowed to move from Godown/ware house till settlement of claim between **TRANSPORTER&TCP**.

n) 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.

o) The **TRANSPORTER** shall obtain the clean proper receipt regarding hand-over the cargo at TCP's ware house with the remarks that "ALL CARGO FOUND SOUND AND INTACT / NO SHORTAGE DAMAGED AS PER PORT WEIHGMENT SLIP", other-wise the bill of **TRANSPORTER** shall not be processed for payment till settlement of any claim.

p) 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.

q) Normal time of 24 hours shall be required to un-load the vehicle. On Friday/Sunday & holidays, the time can be increased upto36 hours.

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

s) 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.

t) 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 Licence& 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**.

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

11) GENERAL TERMS & CONDITIONS

a) In case of any delay/detention in discharging/loading 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$ 10,000 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/labour 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.

12) PAYMENT

a) 80% payment shall be made on completion of removal of cargo from port and reaching uptoTCP's godowns. **TRANSPORTER** shall be required to submit the following documents alongwith invoice & covering letter. The payment shall be made within 10 working days in shape of Cheque in favor of **TRANSPORTER**.: -

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

ii) Copy of Port weighbridgeslip.

iii) Copy of Clearing Agent's receipt.

iv) Copy of Stevedore's receipt.

v) Date wise summary of cargo showing trucks wise nettweight, number of bags and Truck No. etcalongwith the copy of Clean Receipt for each truck issued by stevedore an acknowledged by transporter.

vi) Provision of godownweighment slip of each truckalongwith Clean Receipt for each truck issued by transporter and acknowledged by TCP's Godown representative.

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

viii) TCP's appointment letter for the specific vessel.

ix) Copy of signed agreement with TCP.

x) Any other relevant document.

b) Balance 20% payment will be made after completion of delivery:

i) Copy of Builty.

ii) Certificate from TCP's godowns showing date wise receipt of entirecargo as per weight, number of bags and Truck No. etc, alongwith Clean Receipts.

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

iv) Copy of signed agreement with TCP.

v) Any other relevant document.

vi) Taxes shall be applicable and deducted as per law.

13) 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 on mutual consent, 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.

14) RESOLUTION OF DIFFERENCE / DISPUTE BY ARBITRATION

In the event of any dispute, the decision of the Chairman, Trading Corporation of Pakistan, Karachi or his nominee shall be final and binding on both the parties.i.e. Transporters/Logistic Company.

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN PRIVATE LIMITED

TRANSPORTATION OFBAGGED UREA FROM KARACHI PORT (KPT) / PORT BIN QASIMTO 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 OfBaggedUreafrom Karachi Port (KPT) / Port Bin Qasimto TCP's Godowns Located At Korangi, Landhi And Pipri, Karachi

WORK	Rate in Rs. PMT (Nett) inclusive of all taxes		
	Pipri	**Landhi**	**Korangi**
From Karachi Port			
From Port Bin Qasim			

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 : _____

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.

ANNEXURE-III

AGREEMENT

1. This agreement is made on _____between the M/S. TRADING CORPORATION OF PAKISTAN (PVT.) LTD, 4TH & 5TH FLOOR, BLOCK-B, FINANCE & TRADE CENTRE, SHARA-E-FAISAL, KARACHI *(hereinafter referred to as "TCP" which expression shall include its successors in office and assigns of the one part)* and M/s. _____ Karachi, _____, Karachi, *(hereinafter referred to as "TRANSPORTER / LOGISTIC COMPANY" which expression shall include their representative and assign of the other part) for the transportation TCP's imported goods from Seaport(s) to TCP's warehouse / godowns i.e. Pipri, Landhi and Korangi, Karachi. Terms are detailed below:-*

TCP	:	Trading Corporation of Pakistan (Pvt.) Ltd, 4th & 5th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi
CARGO	:	Urea (Bagged)
Transporter/Logistic	:	M/s. _____
KPT to	:	Pipri, Landhi and Korangi, Karachi
PQA to	:	Pipri, Landhi and Korangi, Karachi

2. Whereas the TCP has accepted the offer of the *"TRANSPORTER / LOGISTIC COMPANY"* against Tender No. TCP/D&POD/Transport/1/2022 for Transportation of urea from Karachi Port / Port Bin Qasim to TCP's Godowns Located at Korangi, Landhi and Pipri, Karachi. (The rates PMT Net Basis all inclusive, i.e., overtime and all other expenses of any other kind whatsoever):-

Work	RATE IN RS. PMT (NETT) INCLUSIVE OF ALL TAXES		
	Pipri	Landhi	Korangi
From Karachi Port			
From Port Bin Qasim			

3. Whereas, M/s. _____ has submitted the performance guarantee amounting to Rs. 5,000,000/- (rupees five million only) through Pay Order No._____, dated _____2022 drawn on _____, Karachi to Trading Corporation of Pakistan (Pvt.) Limited, Karachi for smooth running and satisfactory completion of the entire operation of Transportation of urea from Karachi Port / Port Bin Qasim / Gwadar Port to TCP's Godowns Located at Korangi, Landhi and Pipri, Karachi in all respects. No interest shall be claimed by the transporter / logistic on the said guarantee. The Performance Guarantee shall be refunded to the transporter / logistic upon successful completion of the contract.

4. JOB DESCRIPTION

   a. On receipt of ETA notice by TCP the TRANSPORTER shall arrange immediately but not later than 24 hours, 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 minimum 4,000 MT Urea from KPT/PQA 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 24 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 36 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.

g. After entire satisfaction about quality/quantity (50 Kg nett) and bags' condition the TRANSPORTER will lift the cargo from Port and cover the CARGO with tarpaulins. The quantity shall be finalized on the basis of No. of bags, each bag carrying 50 KG (nett). However, KPT/PQA weighbridge will also be used to recheck the quantity. In case of any significant variation on lower/higher side, the number of bags of that particular vehicle shall be re-counted.

h. The Transporters shall be responsible to receive the cargo from the TCP's stevedore as per their entire satisfaction against proper clean receipt, issued by stevedored and acknowledged by transporter, which must be remarked by transporter "CARGO FOUND SOUND AND INTACT IN SATISFACTORY CONDITIONS ---------- BAG---------- MT (NET). Any other remarks on receipt shall never be treated as proper receipt.

i. The transporter shall also be responsible to collect the weighment slip of each truck of port weighbridges and submit copy of each slip to D&POD alongwith their Bills.

j. The TRANSPORTER will be responsible to deliver Cargo to TCP's representative at Destination Point on the Basis on Number of Bags each bag weighing Net weight of 50 KG. he will ensure weighment at Destination point (TCP's godowns) in the presence of TCP's nominated Custodian (The vehicle shall be weighed without Driver at destination point). The TRANSPORTER shall also provide copy of Stevedore slip and weighbridge slip issued at the Ports to the TCP's nominated Custodian enabling him to counter check the quantities. In case of any significant variation on lower/higher side, the number bags of that particular vehicle shall be re-counted. The TRANSPORTER shall receive acknowledgment slip from TCP's Custodian with remarks that "CARGO FOUND SOUND AND INTACT IN SATISFACTORY CONDITIONS ---------- BAG---------- MT (NET)".

k. The transporter shall be responsible to collect the Godown weighment slip of each truck and submit copy of each slip to D&POD alongwith their Bills.

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

m. In case of damaged/short cargo found at TCP's godowns, the vehicle shall be un-loaded after joint survey and the claim will be lodged upon TRANSPORTER by TCP. The vehicle shall not be allowed to move from Godown/ware house till settlement of claim between TRANSPORTER & TCP.

n. 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.

o. The TRANSPORTER shall obtain the clean proper receipt regarding hand-over the cargo at TCP's ware house with the remarks that "ALL CARGO FOUND SOUND AND INTACT / NO SHORTAGE DAMAGED AS PER PORT WEIHGMENT SLIP", other-wise the bill of TRANSPORTER shall not be processed for payment till settlement of any claim.

p. 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.

q. Normal time of 24 hours shall be required to un-load the vehicle. On Friday/Sunday & holidays, the time can be increased upto 36 hours.

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

s. 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.

t. 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 Licence & 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.

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

5.

6. **GENERAL TERMS & CONDITIONS**

a. In case of any delay/detention in discharging/loading 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$ 10,000 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/labour 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.

7. PAYMENT

a. 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 alongwith invoice & covering letter. The payment shall be made within 10 working days in shape of Cheque in favor of TRANSPORTER.: -

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

ii. Copy of Port weighbridge slip.

iii. Copy of Clearing Agent's receipt.

iv. Copy of Stevedore's receipt.

v. Date wise summary of cargo showing trucks wise nett weight, number of bags and Truck No. etc alongwith the copy of Clean Receipt for each truck issued by stevedore an acknowledged by transporter.

vi. Provision of godown weighment slip of each truck alongwith Clean Receipt for each truck issued by transporter and acknowledged by TCP's Godown representative.

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

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

ix. Copy of signed agreement with TCP.

x. Any other relevant document.

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

i. Copy of Builty.

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

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

iv. Copy of signed agreement with TCP.

v. Any other relevant document.

vi. Taxes shall be applicable as per law.

8. 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.

9. RESOLUTION OF DIFFERENCE / DISPUTE BY ARBITRATION

In the event of any dispute, the decision of the Chairman, Trading Corporation of Pakistan, Karachi or his nominee shall be final and binding on both the parties i.e. Transporters / Logistic Company.

General Manager
Dispatch & Port Operation Division

On behalf of
Trading Corporation of Pakistan (Pvt) Ltd.
4th & 5th Floor, Block B, Finance & Trade Centre,
Sharea-Faisal, Karachi.

Witness-1

Signature:_____

Name:_____

CNIC NO._____

Witness-2

Signature:_____

Name:_____

CNIC NO._____