TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE
GOVERNMENT OF PAKISTAN

No. TCP/D&POD/Urea/Stev/23-1/2022-23 **February 08, 2023**

INVITATION FOR BID

STEVEDORING AND IN-PORT HANDLING OF BAGGED AND / OR BULK UREA AT KARACHI PORT

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 Two Envelop procedure from the reputed sole proprietorships / firms / cargo handling companies / stevedores (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having valid license of Stevedoring/Cargo Handling with Karachi Port Trust (KPT), for Stevedoring and In-port Handling of bagged and/or bulk urea consignments at Karachi Port (KPT).

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 0800 hours to 1600 hours from 09-02-2023 till 28-02-2023 at 1100 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** (Phone: 021-99202947-49 Ext.: 235);

b) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza Edgerton Road, **Lahore** (Phone No. 042-99206065-69);

c) The Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No.47, Street No.2, PHAF Residencia, Kurri Road, **Islamabad.** (Phone No. 051-9450441-42); and

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

3) The bids comprising two separate envelopes in respect of **Technical Proposal** and **Financial Proposal**, 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 **28-02-2023 (Tuesday)** at **1100 hours** The **Technical Proposals** shall be opened on the same day at **1130 hours** in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present. After evaluation and approval of Technical Proposals, TCP shall open publically the **Financial Proposals** of the technically accepted bids. **The date of opening of Financial Proposals will be communicated to all the bidders accordingly.** Financial Proposals found technically non-responsive shall be returned unopened to the representative of bidder(s).

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

(Sheeraz Ali Shahzad)
General Manager
Dispatch & Port Operations Division
Phone No.021-99207550

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

STEVEDORING AND IN-PORT HANDLING OF BULK AND / OR BAGGED UREA AT KARACHI PORT (KPT)

TERMS & CONDITIONS

1. General Condition

i. TCP invites sealed bids from the reputed sole proprietorships / firms / cargo handling companies / stevedores (active tax payers, duly registered with Income Tax and Sales Tax Department-FBR/SRB) having valid license of Stevedoring / Cargo Handling with Karachi Port Trust (KPT), for Stevedoring and In-port handling of imported urea (bagged) / bulk consignments scheduled to arrive at KPT. The *rates are to be quoted per metric ton basis (all-inclusive, i.e., overtime, and all other* expenses of any other kind whatsoever).

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

iii. 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 / METHOD OF PROCUREMENT

i. Sole proprietorships/firms/companies/individuals, duly registered with Income Tax and Sales Tax Department having valid license in their own name for stevedoring/cargo handling company with KPT having experience of at-least three years for handling of bulk / break bulk cargo in Pakistan, are eligible to participate in the tender. The bidders may submit their sealed offers / bids comprising separate envelopes in respect of Technical Proposal and Financial Proposal. Absence of valid license for KPT and / or required minimum experience, shall render the bidder, ineligible to participate in the tender.

ii. Sealed bids through Single Stage Two Envelop procedure from the reputed sole proprietorships / ship / firms / cargo handling companies / stevedores (active tax payers only duly registered with Income Tax and Sales Tax Department - FBR/SRB) are invited.

iii. The bid shall comprise a single package containing two separate envelopes. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

3. INELIGIBILITY

i. 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.

ii. The firm(s)/stevedores/companies/individuals/bidder(s), who are involved directly or indirectly in the supply of urea to TCP, as the suppliers of imported urea or as local representative, 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. SUBMISSION OF BIDS / OFFERS: -

a. **Technical Proposal(s)** 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. A valid license of stevedoring in the name of the bidders/stevedores at Karachi Port Trust. ***However, in the absence of such valid license submission of evidence of License renewal application issued by KPT will be required.***

vi. 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.

vii. Detailed documents of handling of Bulk / Break Bulk Cargoes in Pakistan showing experience of atleast three years.

viii. A certificate from the Bank, showing the Bidder's credit worthiness for an amount of not less than rupees 20 (Twenty) million. The certificate should be dated, not earlier than 10 days prior to the Publication of Tender.

ix. The details of equipment to be utilized for discharging and handling of imported urea (**bagged and / or bulk**) possessed by the bidder.

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

xi. 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.

xii. An undertaking to the effect that the bidder or their owner/ partner/ director/ employee/ worker has no link with the suppliers of imported urea (bagged) or their local agent.

b. Financial Proposal should invariably be submitted on the original bid form as per **Annex – I** duly signed and stamped by the bidder(s), to be quoted only rates on the bid form, 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 TCP's claim for compensation.

c. The Tender shall be awarded to the lowest responsive bidder separately against bagged and bulk urea stevedoring.

d. *Taxes will be applicable as per law.*

5. EVALUATION CRITERIA

a. Sealed offers/bid in an envelope, comprising two separate envelopes in respect of ***Technical Proposal*** *and* ***Financial Proposal*** *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 Technical Proposals will be evaluated by the Bid evaluation Committee and after evaluation and approval of Technical Proposals, TCP shall publicly open the Financial Proposals of the technically accepted bids only. Financial Proposals of bid(s) found technically non-responsive, shall be returned unopened to the representative of bidder(s).

b. TCP reserves the right to extend the opening date of Financial Proposal under intimation to the bidders.

c. TCP reserves the right to verify the equipment(s) as offered by the bidder(s) at any time. The Stevedore(s) is required to keep the equipments ready for inspection by TCP's nominated officer(s)/surveyor(s)/representatives from the date of opening of Technical Bid. (The equipment 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 Financial Bid. The bidder(s) stevedore(s) must be in a position to handle the vessels carrying imported urea (bagged).

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 30 (thirty) 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 stevedoring and in-port handling of urea (bagged) in 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.

c. 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: -

In case of award of the tender/contract, the party/stevedore/cargo handling company/terminal operator/bidder shall be responsible to sign the agreement with TCP as per **Annexure–II** within three days after award of contract and also submit the Integrity Pact as per **Annexure–III** 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.

10. JOB DESCRIPTION FOR BAGGED AND / OR BULK UREA: -

a. In case of bulk urea the Stevedore shall receive the PP bags @20 bags PMT + 2% extra bags with Inner liner from TCP's intimated supplier/transporter about 10 days prior to arrival of the vessel. The stevedore will keep party-wise/date-wise/vehicle-wise proper record of received PP bags. The stevedore shall also be responsible for safe custody of bags. In case of non- receiving of sufficient bags, stevedore shall be responsible to inform General Manager (D&POD) immediately, in order to arrange the empty/ PP bags/ packing material, failing which the time loss shall be on account of the stevedore.

b. In case of bagged urea, the stevedore shall receive the 2% empty bags from the vessel, keep the record properly and same shall be delivered to the TCP's nominated transporter as per instructions of TCP, empty bags can be used at maximum of 0.5% bags for re-filing of torn bags/sweeping/spillages after getting approval in-writing by TCP (bags should be filled in 50 Kg Net packing per bag). The re-filled bags shall be dispatched separately after joint survey of TCP's surveyors and representatives of transporters.

c. After the berthing of vessel, the stevedore shall arrange joint surveys of the ship and cargo in the presence of all attending surveyors including that of TCP's surveyor in order to assess the quantity and quality of cargo before commencement and after completion of discharge (The draught survey quantity shall be final for bulk urea). The stevedore shall also be required to submit joint draught survey reports and the Joint cargo condition survey report duly signed by all attending surveyors and the master of the vessel, to the officer designated by TCP, initially within 24 hours of the berthing of the ship and finally (through fax) within two hours of completion of discharge.

d. For bulk urea arrange discharging from the vessel, bagging into PP Bags (50 Kg Net per bag), stitching (Stevedore shall also be responsible to arrange the twine/cotton thread for the stitching of PP bags) and lifting of bagged cargo of bulk urea from the vessel as fast as possible but not less than an average daily discharge rate of 4,000 MT per weather working day (PWWD) from bulk carrier/vessel including Sundays and holidays (except the days when the port is closed) subject to availability of sufficient cargo in the ship (initial shift and vessel shifting time not to count).

e. For bagged urea, arrange discharging of bagged urea from the bulk carrier or any other type of vessel as fast as possible but no less than an average daily discharge rate of **3,500 MT** and in case of double/twin hatches/decker discharge rate would

be **3,000 MT** per weather working days (PWWD) from carrying vessel including Sundays and holidays (except the days when the port is closed) subject to availability of sufficient cargo (bagged urea) in the ship, initial shift/first eight hours after berthing of the vessel and vessel shifting time not to count.

f. In case of discharging during Ramzan month, an average decrease of daily discharge rate of 500 MT shall be allowed to the stevedore.

g. Be responsible for any demurrage @ US $ 20,000 (US Dollar twenty thousand) per day incurred on the vessel due to delay/loss in discharging, if the stevedore is at fault. The time shall be counted after the vessel is secured alongside the berth. TCP will deduct the detention charges @ US$ 20,000 per day or prorate at source from the bills of stevedore, if the desired discharge rate is not maintained. TCP reserve rights to deduct the detention charges @ US$ 20,000 per day or prorate, if the discharging suspended by the stevedore at his own and TCP reserves the right to get the remaining cargo discharged through another stevedore at the entire risk and cost of the stevedore. Besides, the stevedore may be black listed for not fulfilling the contractual obligation.

h. In case of bulk urea, the Stevedore shall arrange discharging with automatic pneumatic bagging plant / Grabs approved by TCP and Port Authorities. The bagging machines/hoppers/equipments for discharging shall be placed at least 10 feet away from the seashore to avoid any chance of spillage of cargo into sea.

i. Stevedore shall obtain the storage space from Port Authorities for temporary storage of cargo.

j. Stevedoring and inport Handling of bagged cargo including shifting/transportation of the bagged cargo within the port area.

k. All port and Survey formalities.

l. Arrange stacking & storage within Port area before deliveries to TCP's nominated transporter/parties.

m. Arrange deliveries to the transporters/parties nominated by TCP, directly from wharf or anywhere else as per directives of TCP.

n. During operation, stevedore will ensure adequate protection of quality of cargo in all respect, like damage due to rainwater, soiling or other damages and also responsible to cover the holes etc. at berth/plinth by tarpaulins/plastic underneath/grill/etc. Carefully watch discharge of cargo and, in the event of noticing of any damage to cargo at any stage, in the vessel, serve immediate and proper notice of loss/damage to the Master of the vessel(s), vessel's agent, Area Officer KPT and TCP; and arrange immediate removal of such damaged cargo to plinth /storage space after bagging under intimation to the officer designated by TCP. Failure to do so would render the stevedore liable for the losses incurred.

o. The stevedore shall arrange out turn report issued by the Port Authorities and also port weighbridge slips, if required, for outgoing cargo. The weighment charges shall be borne by TCP.

p. The discharging equipment / platforms shall be placed well away from the seashore to avoid any chance of flow / spillage of cargo into sea.

q. Arrange to furnish, 24 hours cargo discharge and dispatch report by 0830 hours daily (in duplicate) to the designated TCP officer, dispatch report should be signed and stampted by TCP's nominated Parties / Transporters.

r. Suspend discharge and inform TCP promptly in case of any damage occurring to cargo by rain or leakage or any other reason etc. and resume discharge only under instructions in-writing from the officer designated by TCP. In case of damage to cargo in the holds of vessel, the cargo will be discharged only after permission in writing of TCP's representative and joint survey. Report of survey will indicate extent of losses due to damages, which will form the basis for TCP to lodge claims on the parties concerned. If the stevedore fails to obtain aforesaid permission or did not submit the joint survey report within two hours / well before sailing of the vessel, the loss sustained by TCP shall be on stevedore's account. The report for damage cargo should be submitted to General Manager (D&POD) immediately on completion of the joint survey before sailing of the vessel and copy to Shipping Agent of the vessel well before departure/sailing of the vessel to allow TCP to take lawful action. If the damage cargo is found in the holds of the vessels. The stevedore shall be required to serve the notice to all concerned including master of the vessel, shipping agent, under-writer and will arrange the joint survey. The stevedore will obtain the findings/report of joint survey indicating the exact quantity/quantum of loss as well as the agency/party responsible, enabling TCP to lodge the claim on party concern, other-wise the stevedore shall be responsible and losses/consequences shall be recovered from the stevedore. In case of damaged cargo found upon completion, near to completion after office hours, on holidays, the stevedore will immediately serve notice to Master of vessel and Shipping Agent and will inform General Manager (D&POD) on telephone as well as in writing on very next working day by 0910 Hrs.

s. Any damage to the ship shall be settled by the stevedore with ship-owner directly without involving TCP.

t. Arrange to furnish statement of facts (SOF), duly checked and signed by the Shipping Agent to TCP within two (2) days of completion of discharge.

u. Arrangements for collecting sweeping/spillage of cargo in hatch/hold and on deck of the vessel and anywhere else. Arranging for tractor/shovel/loader etc, or other equipment required for this purpose. Any type of expenses, for this purpose shall be on account of stevedore, and no claim shall be entertained for payment purpose and to allow more time for discharging.

v. Ensuring that cargo discharge work continue uninterrupted round the clock on 24 hours basis including Sunday and holiday except the meal/tea break (not more than three hours out of 24 hours during normal days and not more than six hours out of 24 hours during Ramzan month) and / or stopped by TCP or Port Authorities in writing (payment of overtime shall be the responsibility of stevedore).

w. Arrange deliveries of cargo to the transporters/parties intimated by TCP and keep date wise/ party wise record properly, upto loading into the trucks / trailers / vehicles / Railway wagons etc. (The loading shall be the responsibility of stevedore). The stevedore shall also be responsible for loading of all the vehicles (i.e. trucks / trailers / vehicles / Railway wagons etc). All vehicles, strictly to be loaded on first come first load basis. Stevedore shall ensure the loading of vehicles round the clock with maximum possible loading capacity within shortest possible time.

x. The cargo will be delivered to TCP's nominated transporters/parties as per satisfaction of transporters/parties against proper clean receipt which must be marked by transporters "cargo found sound and intact in satisfactory condition_____ bags, _____ MT Net", any other remarks on receipts shall never be treated as proper clean receipt.

y. The stevedore shall submit daily report to GM (D&POD), duly signed and stamped by the Receiver, showing the acknowledge of receipt of Urea by the Receiver/Transporters/Parties.

z. Be responsible for payment of all types/accounts of charges of labour engaged for the stevedoring/handling of cargo and all other miscellaneous expenses including all types/account of labour cesses, etc. under this agreement.

aa. In case of bulk urea, the stevedore will ensure to check weighment of every 50th bag during bagging operation and provide all necessary assistance to the Tally contractors and/or Surveyors appointed by TCP, who will carry out the weighment checking of bags and also responsible for providing labour and Digital weighing scales to check weighment of bags, per each bagging line by TCP's nominated Surveyors/Tally Contractor/TCP's nominated parties/Transporters.

bb. Remove cargo, if required, from wharf/foreshore/shipside and store in the sheds or plinth or any place within the premises of port as per instructions of TCP and deliver the same to the TCP's nominated parties and collect residual, etc. from plinth after completion of unloading of cargo from vessel and after loading into the vehicles.

cc. Arrange loading/unloading of bagged cargo from plinth to trucks or from truck to truck, if necessary, and truck to train or any other mode of transport, including shifting/transportation of bagged cargo within port, stacking, counting of bags, collection of sweeping from trucks/railway wagons, etc., bagging of sweeping, stitching of sweeping bags, cleaning of trucks and provision of other equipment/services necessary for satisfactory performance of the work including stacking, providing and spreading tarpaulins, and also responsible to cover the holes, if any, etc at berth/plinth. Uniform stacking to be made on dunnage upto 22 bags high at plinth/shed in port area.

dd. In case bulk urea the stevedore shall obtain vessel–wise bags account from the nominated transporters / parties.

ee. Stevedore shall ensure that no hooks are used for handling of bags under any circumstances.

ff. After completion or during discharge/dispatches operation, if required, the stevedore shall handover the balance PP Bags (in the shape of countable lots/bundles as instructed) to TCP's nominated party upto loading into Vehicles.

gg. Keep the sheds and stocks clean for any inspection throughout the storage period and take all precautionary measures to avoid any damage to cargo and other Government stores / Port Premises in case of rains including covering with tarpaulins and use of dunnage/plastic underneath for full protection.

hh. The stevedore shall arrange tally and documentation and, if required, obtain the Outturn report issued by the Port Authorities for outgoing cargo.

ii. Stevedore will be responsible for any loss arising due to delay or otherwise sustained by owner as a result of labour strike or suspension of work on any account except the strike of port labour union (CBA).

jj. In case of excess cargo, the stevedore will ensure delivery of excess cargo. The stevedore will make proper arrangements for its temporary storage with proper dunnage/underneath and covering with tarpaulins (storage or demurrage charges will be paid by TCP) protecting it against rain water, soiling or other damages.

kk. The stevedore will strictly comply with the instructions issued by TCP from time to time for dispatches of cargo on "Free on Transport" / "Free on Rail" (FOT/FOR) against proper / clean receipt, directly from wharf/shed located within port area.

ll. One authorized representative of stevedore shall be available at port round the clock till sailing of vessel.

mm. Handling loss for total operation till completion of deliveries to TCP's nominated transporters/parties will be permissible at actual but not exceeding 0.05% for bagged urea and 0.15% for bulk urea for each vessel.

11. OTHER CONDITIONS

The Stevedore shall cover all financial rates of labour (including Dock Labour Board Cess) whether acquired through collective bargaining or given as stated hereunder:-

a. Any increase or decrease in any levies or rates imposed by the Government/CBA, labour wages and/or fluctuation in market rates of equipment, materials, etc. during the operation of this contract, shall be on the Stevedores' account and no claims for such increase shall be entertained by the TCP under any circumstances.

b. Any taxes/duties already in place or levied by the Government during the currency of the contract will be on Stevedore's account and no claim shall be entertained by the TCP.

c. Any claims of injuries, loss of limb or life etc to labour and other workers engaged/employed by the Stevedore for operations under this contract or work connected directly or indirectly with the contract shall be settled and paid by the Stevedore. TCP shall in no way be responsible for any compensation in this connection and shall be fully indemnified.

d. In the event of establishment of Dock Labour Board at Karachi Port Trust (KPT), the rules laid down and the all cess/charges levied by the Board for labour/stevedore on all accounts shall be payable by the Stevedore without any liability on the part of TCP.

12. PAYMENT

i. 80% payment will be made after completion of discharging of specific vessel. The Stevedore is required to submit the following documents alongwith 80% bill: -

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

b. Original set of discharge reports duly signed and stamped by the Master/Chief Officer.

c. Dispatch report of cargo which is dispatched till date duly signed and stamped by stevedore's authorized officer as well as the Receiver(s) / Transporter.

d. Copy of signed agreement with TCP.

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

f. Quantity certificate, duly signed and stamped by stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.

g. Time sheet/SOF showing the discharge rate maintained by the stevedore.

h. A certificate by the stevedore that all cargo discharged in accordance with terms and condition of this contract/agreement / tender, and no claim is recoverable from the vessel in respect of damage cargo/ short landing.

ii. Balance 20% payment will be made after completion of delivery from wharf/shed/port area of specific vessel. Stevedore is required to submit the following documents alongwith 20% bill: -

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

b. Copy of complete set of discharge reports duly signed and stamped by the Master/Chief Officer.

c. Final dispatch report of cargo duly signed by the Receiver(s) / Transporter.

d. Copy of signed agreement with TCP.

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

f. Quantity certificate, duly signed and stamped by the stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.

g. Consignment account of vessel / empty PP bags duly signed & stamped by the stevedore's authorized officer.

iii. Taxes shall be applicable 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 at sole discretion of TCP. However, the stevedore 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 / loss suffered / compensation to the stevedore due to such cancellation by TCP.

14. 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 Stevedore. Should the parties fail to come to an amicable settlement the same shall be referred to two Arbitrators to be nominated one each by the Stevedore and the TCP within fifteen days of notice from either side or in the case of the said Arbitrators not agreeing, then to an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators 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 Pakistani Law of Arbitration Act 1940.

ANNEXURE-I

BID FORM FOR STEVEDORING AND IN-PORT HANDLING OF BAGGED/BULK UREA AT KARACHI PORT

Reference your advertisement which appeared in the daily ---------- dated ---------- ----------, we offer the following rates on per metric ton net basis for stevedoring and in-port handling of bagged/bulk urea at KPT upto deliveries to TCP's nominated transporters / parties.

Rupees PMT Net, inclusive of all taxes for Stevedoring and In-port Handling of Bagged urea at Karachi Port (KPT) (all-inclusive, i.e., overtime and all other expenses of any other kind whatsoever).		**Railway Loading (Rs. PMT)**
Rate for Bagged Urea	**Rate for Bulk Urea**	**Rate**

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 : _____

Annex-II

DRAFT AGREEMENT

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. _____**, *(hereinafter referred to as **"STEVEDORE / HANDLING AGENT"** which expression shall include their representative and assign of the other part) for the discharging of Cargo /urea from vessel bagging of cargo within port area and in-port handling / temporary storage upto loading into the vehicles / wagons placed by TCP's nominated transporters / receivers. 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 in bulk through vessel(s)**

STEVEDORE : **M/s. _____**

PORT : **Karachi Port Trust (KPT).**

2. Whereas the TCP has accepted the offer of the "**STEVEDORE / HANDLING AGENT**" against Tender **No. TCP/D&POD/Urea/Stev/23-1/2022-23**, for discharging of cargo from vessel, bagging of cargo & in-port handling / transportation upto the loading in to the trucks / trailers / vehicles / wagons placed by TCP's nominated transporter/parties etc on the following rates (The rates are on net metric tons basis all inclusive, i.e., overtime, surcharge, taxes, and all other expenses of any other kind whatsoever):-

Rupees PMT Net, inclusive of all taxes for Stevedoring and In-port Handling of Bagged urea at Karachi Port (KPT) (all-inclusive, i.e., overtime and all other expenses of any other kind whatsoever).		**Railway Loading (Rs. PMT)**
Rate for Bagged Urea	**Rate for Bulk Urea**	**Rate**

3. Whereas, **M/s. _____** has submitted the performance guarantee amounting to **Rs.5,000,000/-** (rupees fie million only) through **Pay Order No. _____, dated _____** drawn on _____ to Trading Corporation of Pakistan (Pvt.) Limited, Karachi for smooth running and satisfactory completion of the entire operation of **STEVEDORE / HANDLING AGENT** in all respects. No interest shall be claimed by the **STEVEDORE / HANDLING AGENT** on the said guarantee. The Performance Guarantee shall be refunded to the handling agent upon successful completion of the contract.

4. **JOB DESCRIPTION FOR BAGGED AND / OR BULK UREA**: -

a. In case of bulk urea the Stevedore shall receive the PP bags @20 bags PMT + 2% extra bags with Inner liner from TCP's intimated supplier/transporter about 10 days prior to arrival of the vessel. The stevedore will keep party-wise/date-wise/vehicle-wise proper record of received PP bags. The stevedore shall also be responsible for safe custody of bags. In case of non- receiving of sufficient bags, stevedore shall be responsible to inform General Manager (D&POD) immediately, in order to arrange the empty/ PP bags/ packing material, failing which the time loss shall be on account of the stevedore.

b. In case of bagged urea, the stevedore shall receive the 2% empty bags from the vessel, keep the record properly and same shall be delivered to the TCP's nominated transporter as per instructions of TCP, empty bags can be used at maximum of 0.5% bags for re-filing of torn bags/sweeping/spillages after getting approval in-writing by TCP (bags should be filled in 50 Kg Net packing per bag). The re-filled bags shall be dispatched separately after joint survey of TCP's surveyors and representatives of transporters.

c. After the berthing of vessel, the stevedore shall arrange joint surveys of the ship and cargo in the presence of all attending surveyors including that of TCP's surveyor in order to assess the quantity and quality of cargo before commencement and after completion of discharge (The draught survey quantity shall be final for bulk urea). The stevedore shall also be required to submit joint draught survey reports and the Joint cargo condition survey report duly signed by all attending surveyors and the master of the vessel, to the officer designated by TCP, initially within 24 hours of the berthing of the ship and finally (through fax) within two hours of completion of discharge.

d. For bulk urea arrange discharging from the vessel, bagging into PP Bags (50 Kg Net per bag), stitching (Stevedore shall also be responsible to arrange the twine/cotton thread for the stitching of PP bags) and lifting of bagged cargo of bulk urea from the vessel as fast as possible but not less than an average daily discharge rate of 4,000 MT per weather working day (PWWD) from bulk carrier/vessel including Sundays and holidays (except the days when the port is closed) subject to availability of sufficient cargo in the ship (initial shift and vessel shifting time not to count).

e. For bagged urea, arrange discharging of bagged urea from the bulk carrier or any other type of vessel as fast as possible but no less than an average daily discharge rate of **3,500 MT** and in case of double/twin hatches/decker discharge rate would be **3,000 MT** per weather working days (PWWD) from carrying vessel including Sundays and holidays (except the days when the port is closed) subject to availability of sufficient cargo (bagged urea) in the ship, initial shift/first eight hours after berthing of the vessel and vessel shifting time not to count.

f. *In case of discharging during Ramzan month, an average decrease of daily* discharge rate of 500 MT shall be allowed to the stevedore.

g. Be responsible for any demurrage @ US $ 20,000 (US Dollar twenty thousand) per day incurred on the vessel due to delay/loss in discharging, if the stevedore is at fault. The time shall be counted after the vessel is secured alongside the berth. TCP will deduct the detention charges @ US$ 20,000 per day or prorate at source from the bills of stevedore, if the desired discharge rate is not maintained. TCP reserve rights to deduct the detention charges @ US$ 20,000 per day or prorate, if the discharging suspended by the stevedore at his own and TCP reserves the right to get the remaining cargo discharged through another stevedore at the entire risk and cost of the stevedore. Besides, the stevedore may be black listed for not fulfilling the contractual obligation.

h. In case of bulk urea, the Stevedore shall arrange discharging with automatic pneumatic bagging plant / Grabs approved by TCP and Port Authorities. The bagging machines/hoppers/equipments for discharging shall be placed at least 10 feet away from the seashore to avoid any chance of spillage of cargo into sea.

i. Stevedore shall obtain the storage space from Port Authorities for temporary storage of cargo.

j. Stevedoring and inport Handling of bagged cargo including shifting/transportation of the bagged cargo within the port area.

k. All port and Survey formalities.

l. Arrange stacking & storage within Port area before deliveries to TCP's nominated transporter/parties.

m. Arrange deliveries to the transporters/parties nominated by TCP, directly from wharf or anywhere else as per directives of TCP.

n. During operation, stevedore will ensure adequate protection of quality of cargo in all respect, like damage due to rainwater, soiling or other damages and also responsible to cover the holes etc. at berth/plinth by tarpaulins/plastic underneath/grill/etc. Carefully watch discharge of cargo and, in the event of noticing of any damage to cargo at any stage, in the vessel, serve immediate and proper notice of loss/damage to the Master of the vessel(s), vessel's agent, Area Officer KPT and TCP; and arrange immediate removal of such damaged cargo to plinth /storage space after bagging under intimation to the officer designated by TCP. Failure to do so would render the stevedore liable for the losses incurred.

o. The stevedore shall arrange out turn report issued by the Port Authorities and also port weighbridge slips, if required, for outgoing cargo. The weighment charges shall be borne by TCP.

p. The discharging equipment / platforms shall be placed well away from the seashore to avoid any chance of flow / spillage of cargo into sea.

q. Arrange to furnish, 24 hours cargo discharge and dispatch report by 0830 hours daily (in duplicate) to the designated TCP officer, dispatch report should be signed and stampted by TCP's nominated Parties / Transporters.

r. Suspend discharge and inform TCP promptly in case of any damage occurring to cargo by rain or leakage or any other reason etc. and resume discharge only under instructions in-writing from the officer designated by TCP. In case of damage to cargo in the holds of vessel, the cargo will be discharged only after permission in writing of TCP's representative and joint survey. Report of survey will indicate extent of losses due to damages, which will form the basis for TCP to lodge claims on the parties concerned. If the stevedore fails to obtain aforesaid permission or did not submit the joint survey report within two hours / well before sailing of the vessel, the loss sustained by TCP shall be on stevedore's account. The report for damage cargo should be submitted to General Manager (D&POD) immediately on completion of the joint survey before sailing of the vessel and copy to Shipping Agent of the vessel well before departure/sailing of the vessel to allow TCP to take lawful action. If the damage cargo is found in the holds of the vessels. The stevedore shall be required to serve the notice to all concerned including master of the vessel, shipping agent, under-writer and will arrange the joint survey. The stevedore will obtain the findings/report of joint survey indicating the exact quantity/quantum of loss as well as the agency/party responsible, enabling TCP to lodge the claim on party concern, other-wise the stevedore shall be responsible and losses/consequences shall be recovered from the stevedore. In case of damaged cargo found upon completion, near to completion after office hours, on holidays, the

stevedore will immediately serve notice to Master of vessel and Shipping Agent and will inform General Manager (D&POD) on telephone as well as in writing on very next working day by 0910 Hrs.

s. Any damage to the ship shall be settled by the stevedore with ship-owner directly without involving TCP.

t. Arrange to furnish statement of facts (SOF), duly checked and signed by the Shipping Agent to TCP within two (2) days of completion of discharge.

u. Arrangements for collecting sweeping/spillage of cargo in hatch/hold and on deck of the vessel and anywhere else. Arranging for tractor/shovel/loader etc, or other equipment required for this purpose. Any type of expenses, for this purpose shall be on account of stevedore, and no claim shall be entertained for payment purpose and to allow more time for discharging.

v. Ensuring that cargo discharge work continue uninterrupted round the clock on 24 hours basis including Sunday and holiday except the meal/tea break (not more than three hours out of 24 hours during normal days and not more than six hours out of 24 hours during Ramzan month) and / or stopped by TCP or Port Authorities in writing (payment of overtime shall be the responsibility of stevedore).

w. Arrange deliveries of cargo to the transporters/parties intimated by TCP and keep date wise/ party wise record properly, upto loading into the trucks / trailers / vehicles / Railway wagons etc. (The loading shall be the responsibility of stevedore). The stevedore shall also be responsible for loading of all the vehicles (i.e. trucks / trailers / vehicles / Railway wagons etc). All vehicles, strictly to be loaded on first come first load basis. Stevedore shall ensure the loading of vehicles round the clock with maximum possible loading capacity within shortest possible time.

x. The cargo will be delivered to TCP's nominated transporters/parties as per satisfaction of transporters/parties against proper clean receipt which must be marked by transporters "cargo found sound and intact in satisfactory condition_____ bags, _____ MT Net", any other remarks on receipts shall never be treated as proper clean receipt.

y. The stevedore shall submit daily report to GM (D&POD), duly signed and stamped by the Receiver, showing the acknowledge of receipt of Urea by the Receiver/Transporters/Parties.

z. Be responsible for payment of all types/accounts of charges of labour engaged for the stevedoring/handling of cargo and all other miscellaneous expenses including all types/account of labour cesses, etc. under this agreement.

aa. In case of bulk urea, the stevedore will ensure to check weighment of every 50th bag during bagging operation and provide all necessary assistance to the Tally contractors and/or Surveyors appointed by TCP, who will carry out the weighment checking of bags and also responsible for providing labour and Digital weighing scales to check weighment of bags, per each bagging line by TCP's nominated Surveyors/Tally Contractor/TCP's nominated parties/Transporters.

bb. Remove cargo, if required, from wharf/foreshore/shipside and store in the sheds or plinth or any place within the premises of port as per instructions of TCP and deliver the same to the TCP's nominated parties and collect residual, etc. from plinth after completion of unloading of cargo from vessel and after loading into the vehicles.

cc. Arrange loading/unloading of bagged cargo from plinth to trucks or from truck to truck, if necessary, and truck to train or any other mode of transport, including shifting/transportation of bagged cargo within port, stacking, counting of bags, collection of sweeping from trucks/railway wagons, etc., bagging of sweeping,

stitching of sweeping bags, cleaning of trucks and provision of other equipment/services necessary for satisfactory performance of the work including stacking, providing and spreading tarpaulins, and also responsible to cover the holes, if any, etc at berth/plinth. Uniform stacking to be made on dunnage upto 22 bags high at plinth/shed in port area.

dd. In case bulk urea the stevedore shall obtain vessel–wise bags account from the nominated transporters / parties.

ee. Stevedore shall ensure that no hooks are used for handling of bags under any circumstances.

ff. After completion or during discharge/dispatches operation, if required, the stevedore shall handover the balance PP Bags (in the shape of countable lots/bundles as instructed) to TCP's nominated party upto loading into Vehicles.

gg. Keep the sheds and stocks clean for any inspection throughout the storage period and take all precautionary measures to avoid any damage to cargo and other Government stores / Port Premises in case of rains including covering with tarpaulins and use of dunnage/plastic underneath for full protection.

hh. The stevedore shall arrange tally and documentation and, if required, obtain the Outturn report issued by the Port Authorities for outgoing cargo.

ii. Stevedore will be responsible for any loss arising due to delay or otherwise sustained by owner as a result of labour strike or suspension of work on any account except the strike of port labour union (CBA).

jj. In case of excess cargo, the stevedore will ensure delivery of excess cargo. The stevedore will make proper arrangements for its temporary storage with proper dunnage/underneath and covering with tarpaulins (storage or demurrage charges will be paid by TCP) protecting it against rain water, soiling or other damages.

kk. The stevedore will strictly comply with the instructions issued by TCP from time to time for dispatches of cargo on "Free on Transport" / "Free on Rail" (FOT/FOR) against proper / clean receipt, directly from wharf/shed located within port area.

ll. One authorized representative of stevedore shall be available at port round the clock till sailing of vessel.

mm. Handling loss for total operation till completion of deliveries to TCP's nominated transporters/parties will be permissible at actual but not exceeding 0.05% for bagged urea and 0.15% for bulk urea for each vessel.

11. <u>OTHER CONDITIONS</u>

The Stevedore shall cover all financial rates of labour (including Dock Labour Board Cess) whether acquired through collective bargaining or given as stated hereunder:-

a. Any increase or decrease in any levies or rates imposed by the Government/CBA, labour wages and/or fluctuation in market rates of equipment, materials, etc. during the operation of this contract, shall be on the Stevedores' account and no claims for such increase shall be entertained by the TCP under any circumstances.

b. Any taxes/duties already in place or levied by the Government during the currency of the contract will be on Stevedore's account and no claim shall be entertained by the TCP.

c. Any claims of injuries, loss of limb or life etc to labour and other workers engaged/employed by the Stevedore for operations under this contract or work connected directly or indirectly with the contract shall be settled and paid by the

Stevedore. TCP shall in no way be responsible for any compensation in this connection and shall be fully indemnified.

d. In the event of establishment of Dock Labour Board at Karachi Port Trust (KPT), the rules laid down and the all cess/charges levied by the Board for labour/stevedore on all accounts shall be payable by the Stevedore without any liability on the part of TCP.

12. PAYMENT

I. 80% payment will be made after completion of discharging of specific vessel. The Stevedore is required to submit the following documents alongwith 80% bill: -

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

b. Original set of discharge reports duly signed and stamped by the Master/Chief Officer.

c. Dispatch report of cargo which is dispatched till date duly signed and stamped by stevedore's authorized officer as well as the Receiver(s) / Transporter.

d. Copy of signed agreement with TCP.

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

f. Quantity certificate, duly signed and stamped by stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.

g. Time sheet/SOF showing the discharge rate maintained by the stevedore.

h. A certificate by the stevedore that all cargo discharged in accordance with *terms and condition of this contract/agreement / tender, and no claim* is recoverable from the vessel in respect of damage cargo/ short landing.

II Balance 20% payment will be made after completion of delivery from wharf/shed/port area of specific vessel. Stevedore is required to submit the following documents alongwith 20% bill: -

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

b. Copy of complete set of discharge reports duly signed and stamped by the Master/Chief Officer.

c. Final dispatch report of cargo duly signed by the Receiver(s) / Transporter.

d. Copy of signed agreement with TCP.

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

f. Quantity certificate, duly signed and stamped by the stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.

g. Consignment account of vessel / empty PP bags duly signed & stamped by the stevedore's authorized officer.

h. Taxes shall be applicable 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 at sole discretion of TCP. However, the stevedore 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 / loss suffered / compensation to the stevedore due to such cancellation by TCP.

14. 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 Stevedore. Should the parties fail to come to an amicable settlement the same shall be referred to two Arbitrators to be nominated one each by the Stevedore and the TCP within fifteen days of notice from either side or in the case of the said Arbitrators not agreeing, then to an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators 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 Pakistani Law of Arbitration Act 1940.

M/s. _____

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._____

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 Stevedores 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 Stevedores 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 Stevedores 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 Stevedores 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 Stevedores 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 Stevedores 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.

M/s._____