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

No.TCP/REOD/Lab.Cont/Sugar/2025 July 16, 2025

INVITATION FOR BIDS
TENDER FOR HIRING THE SERVICES OF A LABOUR CONTRACTOR FOR THE HANDLING OF BAGGED CARGO AT TCP'S PIPRI, LANDHI, AND KORANGI GODOWNS

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state-owned commercial organization working under the administrative control of the Ministry of Commerce, Government of Pakistan, invites bids, under Rule-42(d)(iii) of PPRA Rules, 2004, from the reputed and experienced companies/firms etc., having the capacity to intends to store/stack Bagged Cargo (Sugar) at TCP's godowns located at Korangi, Landhi and Pipri, Karachi.

2. Tender document containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, bid evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders on payment of PKR 2,000/- (Pak Rupees Two Thousand only), which can be purchased during 0830 hours to 1630 hours from following offices (Except Saturday & Sunday), till 1030 hours on 25th July 2025, from:

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

(ii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Edgerton Road, Lahore (Phone No.042-99206065-78); and

(iii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 114, Street 11, PHAF Residencia, Kurri Road, Islamabad (Tel: 051-9450441- 42).

3. The tender documents can also be downloaded from the official websites of TCP (www.tcp.gov.pk) and PPRA (www.ppra.org.pk). However, the receipt of purchase of tender documents can be obtained from the cash section of TCP against the payment of PKR 2,000/- (Pak Rupees Two Thousand only) Or Pay order of equal amount can be attached with bid, prior to dropping the bid envelope in the tender box within the specified time as mentioned in the tender documents.

4. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at the Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before **1100 hrs on 25th July 2025**. The bids will be opened on the same day at 11:30 A.M in the TCP's Board Room, in the presence of the members of the procurement committee & bidders or their authorized representatives who may wish to be present.

5. TCP reserves the right to accept or reject any or all offers, wholly or partially, as per PPA Rules, 2004.

(Ali Raza Altaf)
Dy. General Manager Incharge
(Real Estate Operation Division)

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/REOD/Lab.Cont/Sugar/2025 July 16, 2025

TENDER FOR HIRING THE SERVICES OF A LABOUR CONTRACTOR FOR THE HANDLING OF BAGGED CARGO AT TCP'S PIPRI, LANDHI, AND KORANGI GODOWNS

DEFINITION

a) "EMPLOYER/OWNER" means the Trading Corporation Pakistan (TCP).

b) "EMPLOYER'S REPRESENTATIVE" means a person designated by the Trading Corporation of Pakistan to act on behalf of the EMPLOYER in all matters arising out of the contract.

c) "CONTRACTOR" wherever used shall mean the successful bidder/companies/firms/person as defined in Income Tax Rules/Ordinance, whose offer has been accepted by the EMPLOYER and who has been awarded the work/service as mentioned in the Scope of Work.

d) "CONTRACT/AGREEMENT" wherever used shall mean mutual, legally enforceable obligations between TCP & the successful bidder whose offer has been accepted.

e) "BAGGED CARGO" means Sugar.

TENDER FOR HIRING THE SERVICES OF A LABOUR CONTRACTOR FOR THE HANDLING OF BAGGED CARGO AT TCP'S PIPRI, LANDHI, AND KORANGI GODOWNS

1. **INVITATION FOR BIDS: -**

1.1. Trading Corporation of Pakistan Private Limited ('TCP') intends to store/stack Bagged Cargo (Sugar) at TCP's godowns located at Korangi, Landhi, and Pipri, Karachi.

1.2. Interested parties may quote labour charges for handling of the sugar bag (50 kg/per bag).

1.3. The contract shall be governed by the relevant rules & regulations laid down by the Federal Government or concerned agencies and authorities, on the following terms & conditions.

2. **SCOPE OF WORK: -**

a. **UNLOADING SUGAR: -**

a.1. Unloading bagged cargo shall include the following functions: -

a.2. Removal of tarpaulin from truck and container, unloading of bagged sugar from truck or container without using the hooks, safe movement of bagged cargo from truck/container to place of unloading, stacking of bagged cargo in smooth and countable condition.

a.3. The employer/owner shall provide tarpaulin, and the contractor shall lay tarpaulin at the place of unloading to avoid damage to the cargo during unloading operations.

a.4. The Contractor shall place a plastic sheet, to be provided by the employer/owner, at the location designated by the Employer's Representative for the storage of bagged cargo. Before stacking the bagged cargo, the Contractor shall cover the floor of the storage area with a plastic sheet & after stacking, cover the top of the stacked cargo with the same plastic sheet. The plastic sheet shall then be securely fastened at both the bottom and the top of the stacked cargo using packing tape, which shall also be provided by the employer/owner. In addition, the Contractor shall be responsible for joining the plastic sheets by means of sewing or stitching. All equipment and materials necessary for such stitching, including but not limited to thread, an automatic stitching machine, and a generator for operating the said machine, shall be provided by the Contractor at its own cost. Furthermore, the Contractor shall apply tape provided by the employer/owner to the stitched areas on both sides of the plastic sheet to ensure that no leakage or seepage of water may occur.

a.5. Cleaning of the godowns & empty container(s)/truck(s) in a proper manner with a brush(s)/broom(s) to be provided by the Contractor and collecting the material (sugar) from the floor/wall of the container(s) and/or truck(s) and its refilling in separate bags that shall be provided by the employer/owner & stitching the bags, all equipment and materials necessary for such stitching, including but not limited to thread, an automatic stitching machine, and a generator for operating the said machine, shall be provided by the Contractor.

a.6 The removal and disposal of materials accumulated in the godowns subsequent to their cleaning, in accordance with the directions provided by the Employer's Representative.

a.7. Maintain comprehensive and accurate records on a truck-wise, container-wise, Bill of Lading-wise, vessel-wise, and godown-wise basis, ensuring daily reconciliation with the respective Godown Incharge(s); and ensure that proper weighment is carried out and documented.



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a.8. The Contractor shall make all necessary arrangements, at its own cost, for the provision and operation of lighting equipment, including but not limited to generators, flood lights, spotlights, searchlights, or any other apparatus not included in the tender, as may be required to facilitate work during night hours or beyond sunset, to ensure the uninterrupted continuation of operations on a round-the-clock basis, including both day and night shifts.

a.9. No Hooks shall be used on any bagged cargo during loading and unloading.

b. SCHEDULE OF UNLOADING: -

b.1. The contractor shall ensure unloading of the entire quantity of bagged cargo that shall arrive at Godown, which can be more or less than the awarded quantity. No extenuating circumstances shall be considered as a valid ground in this matter.

b.2. Contractor shall be responsible for unloading and stacking in proper manners the bagged cargo from all the truck(s)/container(s) arriving at Godowns after weighment.

b.3. The Contractor(s) assumes sole responsibility for deploying and maintaining at all times a workforce of adequate size and competency to unload a minimum quantity of 4,000 metric tons (MT) of bagged cargo, equating to 80,000 bags of fifty (50) kilograms each, within any twenty-four (24) hour period. Furthermore, the Contractor shall load the entirety of the bagged cargo stored at the designated Godown(s) upon demand, irrespective of whether such quantity exceeds the stipulated minimum quantity.

b.4. The trucks and/or containers shall be unloaded on a first-come, first-served basis.

b.5. The Contractor shall be responsible for ensuring the unloading of the truck(s) and/or container(s) within a period not exceeding ten (10) hours from the time of the initial weighing of the loaded vehicle(s), which shall serve as the commencement point for the calculation of the said time period.

b.6. In the event of any delay in the unloading of bagged cargo from truck(s) and/or container(s) beyond ten (10) hours, without acceptable justification, the Contractor shall be liable to pay delay charges at the rate of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per day. Such charges shall be deducted from the payments due to the Contractor.

c. RE-LOADING OF CARGO (AS AND WHEN REQUIRED): -

c.1 Re-Loading of bagged cargo when required shall include the following functions: -

c.2. The employer/owner shall issue a Work Order for the reloading of bagged cargo. Upon receipt of such Work Order, the Contractor shall undertake the reloading of the cargo into the designated truck(s) and/or any other vehicle(s) and shall be responsible for maintaining proper and detailed records on a truck-wise, Delivery Order-wise, and godown-wise basis. The Contractor shall also ensure daily reconciliation of such records with the Incharge of the respective godown(s).

c.3. The Contractor shall make all necessary arrangements, at its own cost, for the provision and operation of lighting equipment, including but not limited to generators, flood lights, spotlights, searchlights, or any other apparatus not included in the tender, as may be required to facilitate work during night hours or beyond sunset, to ensure the uninterrupted continuation of operations on a round-the-clock basis, including both day and night shifts.

c.4 Vehicles will be loaded on a first-come, first-served basis.

c.5. The loading of vehicles shall be carried out strictly in accordance with the written instructions issued by the Incharge Godown, which shall explicitly specify the name of

the vessel and the Godown number, as per the terms and details provided in the Delivery Order.

c.6. The Contractor shall bear full responsibility for arranging and ensuring the proper loading of the bagged cargo into all trucks and/or any other vehicles that arrive at the Godowns for the purpose of loading.

c.7. The Contractor assumes sole responsibility for deploying and maintaining at all times a workforce of adequate size and competency to load a minimum quantity of 4,000 metric tons (MT) of bagged cargo, equating to 80,000 bags of fifty (50) kilograms each, within any twenty-four (24) hour period. Furthermore, the Contractor shall load the entirety of the bagged cargo stored at the designated Godown(s) upon demand, irrespective of whether such quantity exceeds the stipulated minimum quantity.

c.8. The Contractor shall be responsible for ensuring the loading of the truck(s) and/or container(s) within a period not exceeding ten (10) hours from the time of the initial weighing of the unloaded vehicle(s), which shall serve as the commencement point for the calculation of the said time period.

c.9. In the event of any delay in the loading of bagged cargo on the truck(s) and/or container(s) beyond ten (10) hours, without acceptable justification, the Contractor shall be liable to pay delay charges at the rate of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per day. Such charges shall be deducted from the payments due to the Contractor.

d. <u>REFILLING & STITCHING SUGAR BAGS</u>: -

d.1. Upon the complete unloading of the truck(s) and/or container(s), the Contractor shall be responsible for sweeping and collecting any sugar that has been scattered or dispersed during the unloading process and shall ensure that such sugar is properly refilled into bags, weighed, and the bags are securely stitched.

d.2. The Contractor shall be responsible for ensuring that, following the refilling process involving sweeping of sugar, each bag shall contain a net weight of not less than 50 kilograms.

d.3. The Contractor shall be solely responsible for arranging and providing the stitching machine at its own cost. Notwithstanding the foregoing, the Employer/owner shall furnish the necessary packing materials.

3. <u>SUBMISSION OF BIDS</u>: -

4.1. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at the Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before 1100 hrs. on 25th July 2025. The bids will be opened on the same day at 11:30 A.M in the TCP's Board Room, in the presence of the members of the procurement committee & bidders or their authorized representatives who may wish to be present.

4.2. All bid(s) shall be submitted strictly in accordance with the Bid Form proforma provided at **Annexure-I**

4.3. The companies/firms, etc., that have defaulted in their contract(s) awarded by the TCP, or any other Government/Semi-Government Organization, are not eligible to participate in the tender. The bidder(s) who have not fulfilled their contractual obligation with the employer/owner are also not eligible to participate in the Bid(s) unless they clear their dues along with penalties or fulfill their contractual obligations with the employer/owner before opening the bids. Detailed requirements are indicated in the Tender Document containing the tender terms & conditions.

5. **INSTRUCTIONS FOR SUBMISSION OF BID: -**

5.1. Bidder must ensure that the Bid Form provided at **Annexure-I** is filled in all respects, without any confusion.

5.2. There should be no overwriting, cutting, interlineations, alterations, or additions of conditions in the bidding documents. All such bid(s)/proposal(s) shall be declared as non-responsive.

5.3. Separate and distinct rates for each godown, pertaining to the operations of unloading, re-loading, refilling, and stitching (constituting a complete cycle of handling), shall be clearly and explicitly quoted.

5.4. All quoted rates must be inclusive of all applicable taxes. The employer/owner reserves the right to deduct or withhold taxes in accordance with the prevailing laws and regulations.

6. **LIST OF DOCUMENTS TO BE SUBMITTED WITH BID/OFFER: -**

6.1. Bidder(s) must ensure that the following documents are enclosed with their bid(s).

6.2. Complete Tender Document, duly signed and stamped on each/page as acceptance of all terms & conditions.

6.3. Bid Form provided at **Annexure-I**, duly filled, signed, and stamped.

6.4. Attested copy of NTN certificates.

6.5. Attested copy of Sales Tax Registration Certificate.

6.6. Attested copy of the NIC of the signatory of the Bid Form provided at **Annexure-I**.

6.7. Any other relevant document.

6.8. The original bid security/earnest money equivalent to Rs. 500,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP).

6.9. Please be advised that the failure to submit any mandatory document may render the bid non-responsive

6.11. Duly attested Copy of status of Ownership (Sole Proprietorship, partnership, Firm, and articles and memorandum of association of a limited company, along with Registered address and Names, Addresses, and Photocopies of valid CNIC of the Owner/Partner/Directors).

6.12. Documentary Proof of at least five years' experience in handling bagged cargo.

6.13. An Affidavit on the judicial paper of PKR100/-, to the effect that the bidders have not been blacklisted by any Government department/autonomous body/TCP.

6.14. An Affidavit on the judicial paper of PKR 100/-, to the effect that the bidder or their owner/ partner/ director/employee/worker is/are not involved directly or indirectly in the supply of commodity to TCP, as the suppliers or as local agents.

6.15. The receipt of purchase of tender documents or a separate Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP) amounting to Rs. 2,000/-, for the purchase of tender documents.

7. **VALIDITY:**

7.1 All offers shall remain valid and binding for a period of sixty (60) working days commencing from the date of bid opening.

8. **BID EVALUATION CRITERIA: -**

8.1. Bids shall be evaluated solely on the basis of price, provided that they are in full conformity with the terms and conditions set forth in the tender document.

8.3. The Bidder shall have no right to modify, alter, or withdraw its offer, including but not limited to the price, terms, and conditions, after submission of the bid.

8.4 Tender shall be awarded on the basis of the lowest responsive bid/price to the successful bidder, including the most advantageous bidder.

8.5 In case the first lowest bidder fails to provide the required services or TCP is not satisfied with the provided products, TCP reserves the right to obtain the services from the second lowest bidder. In case the second-lowest bidder fails to provide the required services, or TCP is not satisfied with the provided services, TCP reserves the right to obtain the services from third third-lowest bidder.

9. **BASIS OF OFFERS/ PRICE: -**

9.1. The price shall be quoted in Pak on a per bag and Godown Basis.

9.2. The quoted price shall be for the scope of work given at clause 2 of the tender documents, i.e., (i) unloading, (ii) reloading, (iii) Refilling & Stitching of bags.

9.3 The employer/owner shall be liable solely for the quoted rate upon which the contract is awarded. No claim for payment in excess of this amount shall be admissible or considered at any stage, under any circumstances whatsoever.

10. **AWARD OF CONTRACT: -**

10.1. The contract shall be awarded to the bidder whose bid is determined to be the lowest evaluated, provided that such bid is found to be in full conformity with the terms and conditions stipulated in the tender documents. The successful bidder shall be obligated to execute the formal contract agreement with the employer/owner within seven (07) days of notification of award and shall submit a duly signed Integrity Pact, as set forth in **Annexure-II**, on non-judicial stamp paper of Rs. 100/- denomination.

11. **BID SECURITY/EARNEST MONEY & PERFORMANCE GUARANTEE: -**

11.1. Bid(s) shall be accompanied by the physical original bid security/earnest money equivalent to Rs. 500,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP) before the opening of the tender; otherwise, the bid(s)/proposal(s) shall be declared as non-responsive.

11.2. Bid Security/earnest money of the unsuccessful Bidder(s), including those whose Bid(s) is/are not accepted for any reason, will be returned within seven (7) days of the award of contract to the successful bidder.

11.3. The successful bidder shall, within seven (7) working days of award of the contract, furnish a Performance Guarantee in the form of a Pay Order or Demand Draft in the name of Trading Corporation of Pakistan (TCP) equivalent to five percent (5%) of the total contract value. The Bid security/earnest money submitted by the successful bidder shall be retained by the employer/owner until receipt of the aforesaid Performance Guarantee. The earnest money can also be adjusted towards the security deposit.

11.4. The Performance Guarantee shall be released after one (1) month following the satisfactory completion of the assigned work, subject to the fulfillment of all obligations and the settlement of any and all claims arising therefrom, in accordance with the Terms and Conditions of the Tender.

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11.5. The Contractor shall have no right to claim, and shall not be entitled to receive, any interest on the Performance Guarantee, irrespective of the time or circumstances of its release, and any such claim shall be deemed inadmissible and shall not be entertained.

13. FORFEITURE / RELEASE OF PERFORMANCE GUARANTEE: -

13.1. The employer/owner shall forfeit the Performance Guarantee if the contractor: -

a) Fails to unload the bagged cargo within the specified period as mentioned in clause b.5 of the tender documents.

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

14. GENERAL CONDITIONS: -

14.1. The Contractor shall bear all financial costs, including but not limited to all applicable taxes of any nature whatsoever, labor charges, unloading, reloading fees, cleaning expenses, costs associated with lighting arrangements, and any other related expenditures.

14.2. Any escalation or reduction in statutory levies, duties, or rates imposed by the Government or any competent authority, including but not limited to those imposed by the Collective Bargaining Agent (CBA), labor wages, and/or any fluctuation in the market prices of equipment, materials, fuel, or other inputs occurring during the execution of this Contract shall be borne solely by the Contractor. The employer/owner or any employer representative shall not be liable to entertain or accept any claim whatsoever in respect of such variations.

14.3. All taxes and duties existing at the time of execution of the Contract, as well as any that may be imposed by the Government during the term of the Contract under this tender, shall be borne solely by the Contractor, and no claims in this regard shall be entertained by the employer/owner or any employer representative.

14.4. The Contractor shall be solely liable for the settlement and payment of any claims arising out of injury, loss, or loss of life (including loss of limb or any other bodily harm) sustained by laborers or other workers engaged or employed by the Contractor in connection with the execution of the contract pursuant to this tender, whether such injury or loss arises directly or indirectly from the performance of the contractual work. The employer/owner or any employer representative shall bear no responsibility or liability whatsoever for any such claims or for the payment of any compensation in relation thereto or in relation to any dispute between the contractor and the labour employed by him.

14.5. The bagged cargo is to be unloaded and stacked in lots as per the instructions of the Incharge Godown.

14.6. The contractor shall arrange collection of sweeping of cargo as per the instructions of the Incharge Godown.

14.7. The invitation for bids (IFB), the terms and conditions of tender, the bid/offer/proposal submitted by the bidder, the letter of acceptance issued by the employer/owner, and the integrity pact executed by the contractor collectively constitute the contract/agreement between employer/owner and the contractor. This contractual arrangement shall remain valid and binding along with the execution of the formal contract/agreement on non-judicial stamp paper of Rs. 100/- denomination as provided in **Annexure-III**.

14.8. The employer/owner mandates that all participants in the tender process, under their respective contracts, shall adhere to the highest standards of ethical conduct throughout the procurement process and the performance of any resulting contracts. In furtherance of this policy, the following terms are hereby defined:

i. **"Corrupt Practice"** includes offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party.

ii. **"Fraudulent practice"** includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

iii. **"Coercive practice"** includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

14.9. The bidder involved in practice as mentioned in Section 1(S)(i)(ii)(iii) shall be blacklisted as per the rules.

14.10. The employer/owner reserves the right to reject any or all bid(s) without giving any reason. TCP reserves the right to scrap the Tender without giving any reason to the bidder(s). TCP shall, upon request, communicate to any bid(s) that submitted a bid(s) or proposal(s) the grounds for rejection of the bid(s) or proposal(s), but TCP is not required to justify those grounds.

14.11. Bidding will be conducted under Rule 36(a) of the PPA, Rules, 2004. i.e., Single Stage One Envelope procedure.

14.12. Employer/owner can seek/call for any further documents/clarifications before/after the award of the contract.

15. **RECEIPT OF SHORT/DAMAGED CARGO: -**

15.1. In the event that any damaged or torn bags are discovered within the truck(s) and/or container(s), the Contractor shall forthwith cease all unloading or reloading activities and shall immediately notify the Godown Incharge.

15.2. The damaged cargo shall be unloaded or reloaded only upon receipt of written instructions from the Incharge Godown.

15.3. The damaged cargo shall be and shall be stored separately from other goods at the time of unloading of cargo.

15.4. In the event of any shortage of bags discovered upon unloading from the truck(s) and/or container(s), the Contractor shall forthwith notify the Incharge Godown. The receipt of goods shall be issued only upon completion of all requisite formalities, and the particulars of storage shall be duly recorded in writing.

16. **SAFETY AND SECURITY: -**

16.1. The Contractor shall be solely responsible for ensuring the safe and secure unloading & reloading of the cargo in all respects. The Contractor shall take all necessary precautionary measures to protect the cargo from damage or loss and shall bear all expenses arising therefrom. Furthermore, the Contractor shall strictly comply with the Standard Operating Procedures (SOPs) issued by the employer/owner or the employer's representative, as may be amended or updated from time to time.

17. **PAYMENT: -**

17.1. Payment shall be made by the employer/owner upon submission of separate invoices by the Contractor for each commodity in respect of completed assignments; provided, however, that such payments shall not be made more than twice in any calendar month.

17.2. The contractor shall submit the following documents to process the payment: -

i. Contractor's Invoice.

ii. Copy of valid NTN, Sales Tax Registration certificate, etc.

iii. Proof of Active Taxpayer Status.

iv. Reconciliation Reports duly signed and verified by the Contractor and TCP's appointed surveyor.

v. Submission of the consignment account, duly itemized on a truck-wise, container-wise, Bill of Lading-wise, ship-wise, and godown-wise basis, and daily reconciliation thereof with the records maintained by the surveyors appointed by the employer/owner.

vi. Banking details (bank account should be in the name of the bidder).

vii. Any other document, if required by TCP.

18. CANCELLATION OF CONTRACT/AGREEMENT: -

18.1. In the event the Contractor fails to unload the entire quantity, regardless of the actual quantity involved, within the stipulated time period, the employer/owner shall have the right, at its sole discretion, to terminate the contract. Upon such termination, the employer/owner shall be entitled to recover any damage incurred and to forfeit the Performance Guarantee without prejudice to any other rights or remedies available to it under the contract or applicable law. the employer/owner shall bear no liability whatsoever for any risk, loss, or cost arising from or attributable to such termination.

19. PERIOD OF CONTRACT: -

19.1. The duration of the contract/agreement shall initially span one (01) year commencing from the date of signing of the contract. The employer/owner reserves the right to extend or renew the contract for an additional period of one (01) year.

20. RISK PURCHASE CLAUSE:

20.1. In the event of any breach of the terms and conditions of this Contract, the employer/owner shall have the right to obtain the required services from an alternative source. Any additional expenditure incurred by the employer/owner in this regard shall be recoverable from the Contractor, either by direct claim or by adjustment against any amounts due or becoming due to the Contractor. Furthermore, the Contractor shall be liable to indemnify the employer/owner for any and all losses, damages, or additional costs arising therefrom.

21. PENALTY:

21.1 In addition to any penalty set forth in Clause 2 of the tender documents, the employer/owner may invoke the RISK PURCHASE CLAUSE as mentioned in Clause 20 of the tender documents. Without prejudice to any other rights or remedies available to the employer/owner under this Contract or at law, the employer/owner shall be entitled to forfeit the Performance Guarantee, in whole or in part, upon the occurrence of any of the following events:

a) The Contractor breaches any of its obligations hereunder or fails to perform the Services in accordance with the specifications of this Contract; or

b) Damage is sustained by the employer/owner arising from any occurrence, act, omission, or commission attributable to the Contractor, its employees, or its agents in connection with the Services provided pursuant to this Contract.

22. ARBITRATION: -

22.1. Any difference, dispute, or claim whatsoever arising out of or in connection with this Contract, including its interpretation, performance, or fulfillment, shall, to the extent possible,

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be resolved amicably between the Contractors and the employer/owner. Failing such amicable resolution, the matter shall be referred to the Chairman of Trading Corporation of Pakistan (TCP), who shall act as the sole arbitrator. The decision rendered by the Chairman TCP in such capacity shall be final, conclusive, and binding upon both parties.



ANNEXURE –I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM

1. **Name & Address of Bidder:** _____
   Telephone: _____
   Fax: _____
   Email: _____
   Sales Tax No. _____
   NTN. _____

2. Quoted rates each for **UNLOADING, RE-LOADING, and REFILLING/STITCHING** as per the scope of work given in the tender document should be inclusive of taxes.
3. Godown-wise cumulative total shall be evaluated to ascertain the lowest bid option.
4. Rates should be filled in the following table: -

COMMODITY	SCOPE OF WORK	Rates are inclusive of taxes		
		Pipri Rate per bag	Landhi Rate per bag	Korangi (Rate per bag)
SUGAR (App 50 kg bag)	(i) Unloading Sugar Bagged Cargo & stacking them in godowns, (ii) Including Stitching & taping of Plastic sheets.			
	(iii) Loading of Sugar Bagged Cargo in the designated container(s)/truck(s)			
	(iv) Refilling of scattered/spread out Sugar, sweeping, & stitching (50 kg bag).			
	TOTAL			

5. **Amount of Bid Security** Rs._____ In word: _____

   _____

   Pay-Order No. _____ dated_____-_____-2025

   Drawn at. _____

6. **We shall abide by all the terms and conditions of the tender in its letter and spirit.**

Signature: _____

Name: _____

Designation: _____

CNIC No. _____

Date: _____

Stamp: _____

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ANNEXURE –II

INTEGRITY PACT

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

The contractor 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 contractor 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 contractor 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 Contractor 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, the Ministry of Commerce, Government of Pakistan, in this regard.

The Contractor agrees to indemnify fully and to keep indemnified 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor 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 TCP, Ministry of Commerce, Government of Pakistan.

ANNEXURE –III



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AGREEMENT FOR HANDLING OF BAGGED SUGAR CARGO
BETWEEN
TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED (TCP)
AND
[NAME OF LABOR CONTRACTOR]

1. PARTIES:

Trading Corporation of Pakistan (Pvt.) Limited, a company incorporated under the Companies Ordinance, 1984, having its principal office at Block B, 4th, 5th & 8th Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan (hereinafter referred to as the **"Employer" or "TCP"**),

AND

M/s. _____, having its registered office at _____, (hereinafter referred to as the **"Contractor"**), which expression shall, where the context so permits, include their successors, legal heirs, and assigns.

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2. SCOPE OF WORK

The Contractor agrees to provide labor and related services for **unloading, re-loading, refilling, stitching, and stacking of bagged cargo (Sugar)** at the designated godown(s), strictly in accordance with the detailed Scope of Work, Schedule of Unloading, Re-loading procedures, and other responsibilities as outlined in tender documents hereto and forming an integral part of this Agreement.

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3. PERFORMANCE GUARANTEE

The Contractor has submitted a **Performance Guarantee** amounting to **Rs.** _____, Vide **Pay Order No.** _____ **dated** _____, issued by _____ **Bank.** This guarantee shall be refundable only upon **satisfactory completion** of contractual obligations, subject to no breach or default. **No interest** shall be payable on the performance guarantee.

TCP shall have the right to **forfeit** the Performance Guarantee under the conditions described in Clause 13 of the tender document.

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4. CONTRACT PERIOD

This Agreement shall remain valid for a period of **one (01) year** from the date of signing. The Employer may, at its sole discretion, **extend or renew** this Agreement for a further period of one (01) year, subject to satisfactory performance and mutual agreement.

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5. PAYMENT TERMS

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Payments to the Contractor shall be made **not more than twice per calendar month** against verified invoices. The Contractor shall submit documentation as listed in Clause 17.2 of the tender document. Payments shall be made via bank transfer into the Contractor's designated bank account.

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6. TAXES AND DUTIES

All **applicable taxes, levies, and statutory dues** shall be borne solely by the Contractor. TCP shall not entertain any claim in this regard, including but not limited to changes in wage rates, CBA-imposed charges, or fluctuations in fuel prices.

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7. SAFETY, SECURITY & INSURANCE

The Contractor shall be solely responsible for the **safety and security** of the laborers and the cargo during all operations. TCP shall not be liable for any **injury, loss of life, or damage** arising out of the Contractor's actions or negligence. Insurance, if any, shall be arranged by the Contractor at their own cost.

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8. PENALTIES & LIQUIDATED DAMAGES

a) Delay in unloading/loading beyond **ten (10) hours** without acceptable justification shall attract **penalty charges of Rs. 2,500/- per day per truck/container**.

b) In the event of failure to meet minimum unloading/loading targets (4,000 MT/24 hrs.), TCP reserves the right to invoke the **Risk Purchase Clause** and/or **forfeit the Performance Guarantee**.

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9. TERMINATION & CANCELLATION

TCP may, at its sole discretion, **terminate this Agreement** without prior notice in case of failure to perform, breach of contract, or any act of default. Upon termination, TCP shall reserve the right to:

- Forfeit the Performance Guarantee.
- Recover any losses/damages.
- Engage alternate contractors at the risk and cost of the original Contractor.

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10. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be attempted to be resolved **amicably**. Failing which, the matter shall be referred to the **Chairman TCP**, who shall act as **sole arbitrator**, and whose decision shall be **final and binding** on both parties.



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11. RISK PURCHASE CLAUSE

In the event of default, TCP reserves the right to arrange alternate services from another party. All additional expenses thus incurred shall be recoverable from the Contractor, including through deduction from pending payments or legal recovery.

12. ENTIRE AGREEMENT

This Agreement, including **"The Tender Documents" (Scope of Work, Penalties, Terms & Conditions)**, constitutes the entire understanding between the Parties and supersedes all previous communications, promises, or agreements.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

For and on behalf of TCP:
Signature: _____
Name: _____
Designation: _____
Seal:

For and on behalf of the Contractor:
Signature: _____
Name: _____
Designation: _____
Seal:

