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

No.TCP/REOD/Lab.Cont/Sugar/2025 October 13, 2025

INVITATION FOR APPLICATIONS

PRE-QUALIFICATION OF THE SERVICES OF A LABOUR CONTRACTOR(S) FOR THE HANDLING OF BAGGED CARGO AT TCP'S PIPRI, LANDHI, AND KORANGI GODOWNS

Trading Corporation of Pakistan (Private) Limited (TCP), Karachi, a state-owned commercial entity operating under the administrative control of the Ministry of Commerce, Government of Pakistan, hereby invites applications for pre-qualification from reputed, financially sound, and professionally experienced companies/firms, in accordance with the provisions of Rule 42(d)(iii), read with Rule 13(1) of the Public Procurement Rules, 2004.

2. The scope of pre-qualification shall include the handling, stacking, and storage of bagged cargo (sugar) at TCP's designated godown facilities situated at Pipri, Landhi, and Korangi, Karachi. The applicant entities must demonstrate adequate technical expertise, manpower capacity, financial strength, and operational resources to undertake and efficiently manage the aforesaid storage operations in strict compliance with the terms and conditions prescribed by TCP.

3. It is further clarified that any firms/companies already registered with TCP as Labour Contractor(s) shall not be eligible to apply for this pre-qualification process, and their applications, if submitted, shall not be entertained.

4. Pre-Qualification document containing detailed terms & conditions, method of procurement, procedure for submission of Applications, validity, last date of Applications, evaluation criteria, clarification/rejection of Applications etc. are available for the interested Applicants 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 **21st October2025**, from:

(i) Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 8th Floor, Block-A, 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).

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

6. The Applications, prepared in accordance with the instructions in the Pre-Qualification documents, must be dropped in the Pre-Qualification 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 21st October2025**. The Applications 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 & applicants or their authorized representatives who may wish to be present.

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

(Sher Muhammad Mahar)
General Manager
(Real Estate Operation Division)

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

PRE-QUALIFICATION OF THE SERVICES OF A LABOUR CONTRACTOR(S) 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(S)" wherever used shall mean the successful Applicant/companies/firms/person/AOP as defined in Income Tax Rules/Ordinance, whose offer has been accepted/pre-qualified by the EMPLOYER and who shall be 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/pre-qualified Applicants.

e) "BAGGED CARGO" means Sugar and/or any other commodity specified by TCP.

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

PRE-QUALIFICATION OF THE SERVICES OF A LABOUR CONTRACTOR(S) FOR THE HANDLING OF BAGGED CARGO AT TCP'S PIPRI, LANDHI, AND KORANGI GODOWNS

1. **INVITATION FOR APPLICATIONS: -**

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 shall handle the bagged cargo (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.

1.4. TCP has the right to apportion the quantity amongst the successfully pre-qualified labour Contractor(s).

1.5. Those firms/companies/AOP/Sole Proprietor that have already been registered with TCP as Labour Contractor(s) are not eligible to participate in the Pre-Qualification process.

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, and stacking of bagged cargo in smooth and countable condition.

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

a.4. The Contractor(s) 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(s) 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(s) 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(s) at its own cost. Furthermore, the Contractor(s) 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(s) 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(s).

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.

a.8. The Contractor(s) 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 Pre-Qualification, 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(s) 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(s) 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) shall assume 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(s) 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(s) 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(s) 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(s).

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(s) 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(s) shall also ensure daily reconciliation of such records with the Incharge of the respective godown(s).

c.3. The Contractor(s) 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 Pre-Qualification document, 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(s) 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(s) 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(s) 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(s) 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(s) 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(s).

d. REFILLING & STITCHING SUGAR BAGS: -

d.1. Upon the complete unloading of the truck(s) and/or container(s), the Contractor(s) 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(s) shall be responsible for ensuring that, following the refilling process involving sweeping sugar, each bag shall contain a net weight of not less than 50 kilograms.

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

3. SUBMISSION OF APPLICATIONS: -

3.1. The Applications, prepared in accordance with the instructions in the Pre-Qualification documents, must be dropped in the Pre-Qualification 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 21st October, 2025. The Applications 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 & Applicants or their authorized representatives who may wish to be present.

3.2. The companies/firms/AOP, 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 Pre-Qualification. The Applicant(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 Applications. Detailed requirements are indicated in the Pre-Qualification Document containing the Pre-Qualification terms & conditions.

4. INSTRUCTIONS FOR SUBMISSION OF BID: -

4.1. 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. LIST OF DOCUMENTS TO BE SUBMITTED WITH BID/OFFER.

5.1. Applicants(s) must ensure that the following documents are enclosed with their bid(s).

5.2. Complete Pre-Qualification Document, duly signed and stamped on each/page as acceptance of all terms & conditions.

5.3. Attested copy of NTN certificates.

5.4. Attested copy of Sales Tax Registration Certificate.

5.5. Attested copy of the CNIC of the signatory or the Applicant.

5.6. Any other relevant document.

5.7. An application security money equivalent to Rs. 50,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP).

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

5.9. Documentary Proof of at least three (03) years' experience in handling bagged cargo.

5.10. An Affidavit on the judicial paper of PKR 100/-, to the effect that the Applicants have not been blacklisted by any Government department/autonomous body/TCP.

5.11. An Affidavit on the judicial paper of PKR 100/-, to the effect that the Applicants 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.

5.12. The receipt of purchase of Pre-Qualification 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 Pre-Qualification documents.

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

6. PRE-QUALIFICATION EVALUATION CRITERIA:

6.1. Applications shall be evaluated solely on the basis of evaluation criteria provided that they are in full conformity with the terms and conditions set forth in the Pre-Qualification document.

6.2. The Applicants shall have no right to modify, alter, or withdraw their offer/bids, including but not limited to the terms, and conditions, after submission of the Application.

7. AWARD OF WORK ORDER: -

7.1. The work order shall be awarded to the Contractor whose quotation is determined as evaluated lowest, provided that such quotation is found to be in full conformity with the terms and conditions stipulated in the Pre-Qualification documents.

8. PRE-QUALIFICATION SECURITY/EARNEST MONEY & PERFORMANCE GUARANTEE: -

8.1. Application(s) shall be accompanied by the physical original security/earnest money equivalent to Rs. 50,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP) before the opening of the Pre-Qualification; otherwise, the Application(s)/proposal(s) shall be declared as non-responsive.

8.2. Application Security/earnest money of the unsuccessful Applicant(s)/bidder(s), including those whose Applications(s) is/are not accepted for any reason, will be returned within seven (7) days of the completion of Pre-qualification of successful Applicant(s).

8.3. The successful/pre-qualified Applicant(s) shall, within seven (7) working days of the award of the work order, 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 5% of the amount of the work order. The security/earnest money submitted by the successful/pre-qualified Applicants 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.

8.4. 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 Pre-Qualification.

8.5. The Contractor(s) 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.

9. FORFEITURE / RELEASE OF PERFORMANCE GUARANTEE: -

9.1. The employer/owner shall forfeit the Performance Guarantee if the Contractor(s): -

9.1.1. Fails to unload the bagged cargo within the specified period as mentioned in clause b.5 of the Pre-Qualification documents.

9.1.2. Commits any breach of the terms & conditions of the work order or fails to fulfill any terms & conditions as mentioned in the Pre-Qualification Documents.

10. GENERAL CONDITIONS: -

10.1. The Contractor(s) 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.

10.2. 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 the work order shall be borne solely by the Contractor(s). The employer/owner or any employer representative shall not be liable to entertain or accept any claim whatsoever in respect of such variations.

10.3. 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 Pre-Qualification, shall be borne solely by the Contractor(s), and no claims in this regard shall be entertained by the employer/owner or any employer representative.

10.4. The Contractor(s) 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(s) in connection with the execution of the work order pursuant to this Pre-Qualification, whether such injury or loss arises directly or indirectly from the performance of the awarded work order. The employer/owner or any employer representative shall bear no responsibility whatsoever for any such claims or for the payment of any compensation in relation thereto or in relation to any dispute between the Contractor(s) and the labour employed by them.

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

10.6. The Contractor(s) shall arrange collection of sweeping of cargo as per the instructions of the Incharge Godown.

10.7. The Invitation for Applications, the terms and conditions of Pre-Qualification, the bid/offer/proposal submitted by the Applicants, the letter of acceptance issued by the employer/owner, the awarded work order, and the integrity pact executed by the Contractor(s) collectively constitute the contract/agreement between the employer/owner and the Contractor(s).

10.8. The employer/owner mandates that all participants in the Pre-Qualification 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:

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

10.8.2. **"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.

10.8.3. **"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.

10.9. The Applicants involved in practice as mentioned in Section 14.8 (i)(ii)(iii) shall be blacklisted as per the rules.

10.10. The employer/owner reserves the right to reject any or all Applications without giving any reason. TCP reserves the right to scrap the Pre-Qualification without giving any reason to the Applicant(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.

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

11. RECEIPT OF SHORT/DAMAGED CARGO: -

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

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

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

11.4. In the event of any shortage of bags discovered upon unloading from the truck(s) and/or container(s), the Contractor(s) 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.

12. SAFETY AND SECURITY: -

12.1. The Contractor(s) shall be solely responsible for ensuring the safe and secure unloading & reloading of the cargo in all respects. The Contractor(s) shall take all necessary precautionary measures to protect the cargo from damage or loss and shall bear all expenses arising therefrom. Furthermore, the Contractor(s) 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.

13. PAYMENT: -

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

13.2. The Contractor(s) shall submit the following documents to process the payment: -

13.2.1. Contractor(s) 's Invoice.

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

13.2.3. Proof of Active Taxpayer Status.

13.2.4. Reconciliation Reports duly signed and verified by the Contractor(s) and TCP's appointed surveyor.

13.2.5. 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.

13.2.6. Banking details (bank account should be in the name of the Applicants).

13.2.7. Any other document, if required by TCP.

14. CANCELLATION OF CONTRACT/AGREEMENT: -

14.1. In the event the Contractor(s) fail 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.

15. PERIOD OF CONTRACT: -

15.1. The duration of the pre-qualification shall initially span one (01) year commencing from the date of issuance of the letter of acceptance issued by the employer/owner.

16. PENALTY:

16.1. In addition to any penalty set forth in Clause 2 of the Pre-Qualification documents, the employer/owner without prejudice shall be entitled to forfeit the Performance Guarantee, in whole or in part, upon the occurrence of any of the following events:

16.1.1. The Contractor(s) breach any of its obligations hereunder or fail to perform the Services in accordance with the specifications of this Contract; or

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

17. ARBITRATION: -

17.1. Any difference, dispute, or claim whatsoever arising out of or in connection with Pre-Qualification Documents, including its interpretation, performance, or fulfillment, shall, to the extent possible, be resolved amicably between the Contractor(s) 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 of TCP in such capacity shall be final, conclusive, and binding upon both parties.