MINISTRY OF COMMERCE

No. TCP/REM&S/S&W-3/2021 November 25, 2021

QUOTATIONS FOR SURVEY, INSPECTION AND MONITORING OF UNLOADING AND LOADING OF IMPORTED WHEAT AND SUGAR BAGS AT PIPRI, LANDHI AND KORANGI GODOWNS
INVITATION FOR SEALED QUOTATIONS

Trading Corporation of Pakistan (Private) Limited, Karachi, invites quotations from its enlisted Surveyors who are registered with tax authorities for survey, monitoring of unloading and loading including counting and tally of imported wheat and sugar bags at Pipri, Landhi and Korangi Godowns on the terms & conditions as stipulated in the quotation document.

2. Interested TCP Pre-qualified/enlisted Surveyors, who shall hold the valid license and can arrange for survey, monitoring of unloading and loading including counting and tally of imported wheat and sugar bags at Pipri, Landhi and Korangi Godowns, may submit their quotations in sealed envelopes, to be dropped in the Quotations Box placed at Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, on **Monday 13-12-2021, latest by 1100 hours**. The quotation shall be opened at **1130 Hours** on the same day in the TCP's Board Room, in presence of quotationers or their authorized representatives who may wish to be present.

3. Terms & Conditions can be purchased on payment of Rs.200/- (rupees two hundred only), during 0900 hours to 1700 hours from the publication of this notice, till closure of quotation submission time from:-

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

b) Manager Incharge, Regional Office, 2nd Floor L.D.A Plaza, Egerton Road Lahore (Phone No. 042-99206065, 99206067);

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

4. The Quotation Notice/document can also be downloaded from official website of TCP i.e. www.tcp.gov.pk, however, the receipt for purchase of Quotation document must be obtained from the cash section of TCP against the payment of Rs.200/- prior to dropping the quotation envelope in the quotation box within the specified time.

Khizar Hayat
General Manager
(REM&S Division)

EMERGING PAKISTAN

No. TCP/REM&S/S&W-3/2021 November 25, 2021

TERMS & CONDITIONS FOR SURVEY, INSPECTION AND MONITORING OF UNLOADING AND LOADING OF IMPORTED WHEAT AND SUGAR BAGS AT PIPRI, LANDHI AND KORANGI GODOWNS

1. **INVITATION FOR SEALED QUOTATIONS: -**

Trading Corporation of Pakistan (Private) Limited, Karachi, invites quotations from its enlisted Surveyors for survey, monitoring of unloading and loading including counting and tally of imported wheat and sugar bags at Pipri, Landhi and Korangi Godowns on the terms & conditions detailed below.

2. **COMMODITY:**

2.1. 70,000 Bagged Sugar.

2.2. 120,000 Bagged Wheat.

2.3. Quantity can be increased / decreased by TCP at its sole discretion.

3. **BASIS OF OFFERS/ PRICE:**

Quotationers are required to be submitted in sealed envelopes, where they are eligible to perform their duties smoothly, as per provision in the Quotation Form Annex "**I**".

4. **QUOTATIONS EVALUATION CRITERIA: -**

Quotations shall be evaluated solely on basis of price subject to their conformity with terms & conditions for survey, monitoring of unloading and loading including counting and tally of imported wheat and sugar bags at Pipri Godown and/or Landhi Godown and/or Korangi Godown.

5. **VALIDITY OF OFFER: -**

Offer/Quotations should be valid for fifteen working days w.e.f. date of opening of Quotations.

6. **SECURITY / PERFORMANCE GUARANTEE: -**

6.1. The bidder shall enclose the Pay Order of Rs.50,000/- (Rupees Fifty Thousand Only) as Bid Security / Performance Guarantee.

6.2. Bid Security of unsuccessful quotationer shall be released within seven days after expiry of quotation validity.

6.3. Bid Security of successful quotationer shall be considered as Performance Guarantee.

6.4. The Performance Guarantee of the successful quotationer shall be forfeited, if a surveyor fails to provide the services as per terms & conditions / agreement.

7. **SUBMISSION OF QUOTATIONS: -**

7.1. Interested enlisted surveyors may submit their Quotation in sealed envelope to be dropped in the Quotation Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, Karachi on the date / time stipulated in the Invitation for Sealed Quotations Notice.

7.2. Quotations received through fax, cable, courier or any other means, except as prescribed above shall not be considered.

7.3. The Quotations received will be opened on the same day (as specified in the IFQ) in the TCP Board Room in presence of Quotationer or their authorized representatives who may wish to be present.

7.4. All Quotations must be submitted on the prescribed proforma given at Annexure-I (along with original receipt of purchase of Terms & Conditions in the name of Quotationer).

7.5. Authorized representative of the Quotationer must present Original Authority Letter in his favour alongwith copy of CNIC at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, Karachi. The original CNIC may also be available with him for identification purpose.

7.6. TCP reserves the right to split the quantity, on its sole discretion, within the provision of this terms & conditions.

7.7. TCP reserves the right to accept or reject any or all quotations wholly or partially.

7.8. Any Surveyors who has failed/defaulted to perform a contract awarded by TCP in the past shall not be allowed to offer quotations or participate.

8. ELIGIBILITY: -

8.1. Only enlisted Surveyors with TCP are eligible to participate.

8.2. Surveyor must having the valid relevant license and certification for inspection and post landing survey of goods.

9. INELIGIBILITY: -

9.1. If the Surveyor declared as Blacklisted or defaulter by any Government body.

9.2. If the Surveyor involving in litigation with TCP.

9.3. If TCP terminated contract with Surveyor due to non satisfactory performance.

9.4. The firms with common Owner/Directors/Managers/Operator, who is involved in the shipment under reference at any stage, including as PSIA, Clearing & Forwarding Agent, Shipping Agent, Terminal Operator, Stevedore, Cargo Handling Agent or any agency either appointed by TCP or any other agency. (an undertaking to this effect shall be submitted by the quotationer alongwith quotations).

10. INSTRUCTIONS FOR THE QUOTATIONERS: -

10.1. Terms & Conditions document may be read alongwith Invitation for Sealed Quotations and relevant rules carefully by the bidder. Incomplete application shall be rejected and no chance shall be given to the quotationer for completion of the formalities, once quotation dropped/submitted.

10.2. The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant. Any such corrections must be initiated by the person or persons who sign(s) the Terms & Conditions document / Quotation Form, any kind of doubt will attract the rejection of Quotation.

10.3. The completed document shall be signed off and initiated by authorized representative of the Sealed Quotationer and stamped.

10.4. Applicant will meet all costs associated with preparation and submission of their applications.

10.5. TCP will disqualify a Surveyor where it is determined that the Surveyor has engaged in corrupt or fraudulent activities in competing Quotations for the terms & conditions in question, which may includes the following practices: -

10.5.1. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the TCP/Government in the bidding process; and

10.5.2. "**Fraudulent practice**" means a misrepresentation of facts in order to influence the bidding process to the detriment of the TCP/Government, and includes collusive practices among Surveyor (prior to or after submission of quotations) designed to establish prices at artificial, non-competitive levels and to deprive the TCP/Government of the benefits of free and open competition.

10.5.3. Any attempt(s), either written and/or oral and/or through any other mean by the applicant to influence TCP in the evaluation or competitive quotations process.

10.6. Applicant shall not contact TCP in any form, either in written or oral on the matter relating to the quotations process upto the time of receipt to the official communication of the results.

10.7. All documents should be in English Language.

10.8. Quotationers may quote separate rates for Wheat and Sugar for every Godown, where the surveyor is eligible to handle consignment smoothly.

10.9. Please note that responding by a Surveyor against this terms & conditions document, the quotationer accept that all terms & conditions of this document are legally binding, which may be used as evidence in any court of law, which has the jurisdiction.

11. DOCUMENTS TO BE ATTACHED WITH SEALED QUOTATIONS: -

11.1. Surveyor shall submit the following documents with quotation: -

11.1.1. Original receipt for purchase of this terms & conditions document.

11.1.2. Quotations Form in Original as per **Annex – I**.

11.1.3. Copy of valid license being Surveyor.

11.1.4. Integrity Pact as per **Annex – II**.

12. DOCUMENTS CONSTITUTING CONTRACT: -

12.1. The Surveyor shall sign the appropriate contract with TCP, within seven calendar days from acceptance of offer by TCP.

12.2. The Invitation for Sealed Quotations, the Terms & Conditions, the Letter of Acceptance and allocation letter shall also be treated as an integral part of the contract.

12.3. Surveyor shall sign the "Integrity Pact" immediately on award of contract.

12.4. All terms & conditions of this quotation documents and Invitation for sealed quotations shall be treated as an integral part of contract.

12.5. The contract against this terms & conditions shall be in supersession to the contract already signed between TCP and Surveyor, if any. This supersession shall be for the application of terms & conditions only.

13. JOB DESCRIPTION: -

13.1.1. Upon receipt of pre-arrival notice(s) from TCP for arrival of specific commodity at particular godown, the Surveyor is required to coordinate with the Incharge Godown for immediate & smooth survey and inspection of imported wheat and sugar.

13.1.2. Surveyor shall keep the receiving / arrival details of wheat and sugar at particular Godown and maintain the truck-wise, container-wise, Bills of Lading-wise, Ship-wise record, Godowns-wise record (as the case may be) properly and reconcile with TCP's Official / Labour Contractor on daily basis.

13.1.3. Surveyor shall intimate the 24 hours arrival position to Incharge Godown, GM (Godowns), TCP over email/fax at 0900 hrs., without any fail.

13.1.4. In case of any, short received / damaged cargo received from Container/Truck, the Surveyor must report to the Incharge Godown and General Manager (REM&S) in writing immediately.

13.1.5. In case of any damaged cargo received from Container/Truck, the Surveyor shall issue instructions to stop the unloading operation and report to the Incharge Godown and General Manager (Godown) in writing. The unloading operation shall be restored upon receipt of written directives from TCP.

13.1.6. In case of joint survey arranged by the TCP to ascertain the quantum of loss, the surveyor shall participate on behalf of TCP to protect TCP's interest.

13.1.7. Surveyor shall be responsible to depute atleast three officials in each shift at every Godown, where the operational activities are carried out, name, contact number CNIC number and a copy of CNIC will be provided in advance to General Manager (Godowns) and Incharge (Godowns).

13.1.8. In case of any undesired / abnormal situation, the Surveyor shall intimate immediately to the Incharge Godown and General Manager (Godowns), in writing, as well as over telephone.

13.1.9. In case of any difficulty, the surveyor shall notify the same to General Manager (Godowns) in writing.

13.1.10. The Surveyor may issue any instructions to the Transporter, Truck drivers / Labour Contractor to adopt precautionary measures for safe storage of the cargo, but no instructions should be issued in contradiction with the mandate of the labour contractor. (Copy of terms & condition / job description assigned to the respective labour contractor can be obtained from TCP after signing of contract).

13.1.11. Surveyor shall also arrange any other formality and operation, if required to handle the operation smoothly.

13.1.12. Surveyor shall obey any other instructions / directives if given in writing by the Incharge / General Manager, Godown, TCP.

14. GENERAL CONDITION: -

14.1.1. All the duties, taxes fees and other levies of Federal/Provincial Government of Local Bodies or any other Government agency on the services shall be borne / paid by the Surveyor. Any claim in this respect shall not be entertained by TCP.

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

14.1.3. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Surveyor for operation/ performance/execution under this quotations or work directly or indirectly connected with the contract shall be settled/faced/paid by the Surveyor. TCP shall, in no way, be responsible for any compensation in this connection in respect of any third party claim.

15. CANCELLATION OF CONTRACT: -

15.1. The Contract may be cancelled by the TCP for breach of any provision(s) of the agreement by the Surveyor, besides imposing the penalty as per relevant clause of this terms & conditions.

16. ARBITRATION: -

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

17. **PAYMENT: -**

17.1.1. The payment shall be processed by TCP upon receipt of written request of Surveyor. The contractor may submit their bill(s)/running bill(s) as and when required however once a calendar month, separate for each godown/commodity

17.1.2. The Surveyor shall submit the following documents to process the payment: -

17.1.3. Surveyor 's Invoice;

17.1.4. Copy of valid NTN, Sales Tax Registration etc;

17.1.5. Reports duly signed and reconciled with Labour Contractor and TCP's nominated official;

17.1.6. Submission of account with truck-wise, container-wise, Bills of Lading-wise, Ship-wise record, Godowns-wise record, as the case may be properly and reconcile with TCP's appointed contractor and TCP's nominated official.

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

17.1.8. Copy of signed agreement;

17.1.9. Copy of award letter.

17.1.10. Tax will be applicable as per law.

17.1.11. Any other document(s) if required by TCP.

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

Annex - I

QUOTATION FORM

1. **Name & Address of Quotationer:** _____

   Telephone: _____

   Fax: _____

   Email: _____

   Sales Tax No. _____

   National Tax No. _____

2. We have read/understood all the terms & conditions No.TCP/Godowns/S&W-3/2021, dated 29-09-2021 and we hereby offer our services being Surveyor for survey, monitoring of unloading / loading including counting and tally of imported wheat and sugar bags at Pipri, Landhi and Korangi Godowns as per detailed below: -

SURVEY AND MONITORING INCLUDING COUNTING AND TALLY OF IMPORTED WHEAT AND SUGAR BAGS	**RATE PER METRIC TON BASIS NET WEIGHT INCLUSIVE OF ALL APPLICABLE TAXES** (Taxes will be deducted/withheld from bill)	
	In figure	**In Words**
Unloading/Loading of Wheat Bagged cargo at Pipri Godown at the time of arrival/dispatch		
Unloading/Loading of Wheat Bagged cargo at Landhi Godown at the time of arrival/dispatch		
Unloading/Loading of Wheat Bagged cargo at Korangi Godown at the time of arrival/dispatch		
Unloading/Loading of Sugar Bagged cargo at Pipri Godown at the time of arrival/dispatch		
Unloading/Loading of Sugar Bagged cargo at Landhi Godown at the time of arrival/dispatch		
Unloading/Loading of Sugar Bagged cargo at Korangi Godown at the time of arrival/dispatch		

3. We also undertake that we shall abide by the laid down terms & conditions.

   Signature: _____

   Name: _____

   Designation: _____

   CNIC No. _____

   Date: _____

   Stamp: _____

INTEGRITY PACT

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

Surveyor 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, Surveyor 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.

Surveyor 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.

Surveyor 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 Surveyor 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 Surveyors 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.

NIC No. _____

on behalf of M/s. _____