TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No.TCP/Godown/S&W-3/2021 September 27, 2021

## *INVITATION FOR BIDS*

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

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi invites sealed bids/offers for hiring the services of labour contractor registered with relevant Tax Authorities handling of Wheat and Sugar (Bagged Cargo) at TCP's Pipri, Landhi and Korangi Godowns as per scope of works given in the tender documents and subject to the terms and conditions specified in **'Tender Document'**.

2 Interested parties who can arrange the above work as per terms & conditions of the tender document, may submit their bids/offers mentioning the rates on per metric tons basis inclusive of all applicable taxes along with 2% bid security, to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahra-e Faisal, Karachi, upto 1100 hours on October 14, 2021. The bids shall be opened in the TCP's Boardroom on the same day at 1130 hours, in the presence of bidders or their authorized representatives who may wish to be present.

3. Tender Document alongwith detailed terms & conditions can be downloaded from the TCP's Official website i.e. http://www.tcp.gov.pk or PPRA's Official website i.e. http://www.ppra.org.pk, bidders are advised to keep watch on the official websites for any update on the subject tender. Tender documents cost of Rs.1,000/- will be submitted as a pay order on submission of filled in form. OR

4. Tender Document alongwith detailed terms & conditions can be purchased upon written request on the letterhead of the contractor alongwith payment of Rs. 1,000/- (Rupees One Thousand only) during 0930 hours to 1630 hours from the date of publication of this tender notice till close of tender time. Tender document can be purchased from the following offices:

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

ii) General Manager, Trading Corporation of Pakistan, 1st & 2nd Floor, Ali Centre, 384-E, Saman Burg, Johar Town, Lahore. Tel. No.042-35222871.

iii) The Manager, TCP Regional Office, 506-B, Evacuee Trust Property Building, 5TH Floor, beside Marrriot Hotel, Islamabad. Tel. No. 051-9222441.

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

(Rashid Hussain)
General Manager
(REM&S Division)

Trading Corporation of Pakistan (Pvt.) Limited
4th & 5th Floor, Block B, Finance & Trade Center,
Shahrea Faisal, Karachi. 75530
(Pakistan)

www : tcp.gov.pk
Tel : (92-21) 99202947-9
Fax : (92-21) 99202722, 99202595 & 99202731
Email: tcp@tcp.gov.pk



EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/Godowns/S&W-3/2020 September 27, 2021

# TENDER DOCUMENT / TERMS AND CONDITIONS FOR HIRING THE SERVICES OF LABOUR CONTRACTOR FOR HANDLING OF WHEAT AND SUGAR (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 Imported Wheat and Sugar (Bagged Cargo) at Pipri, Landhi and Korangi Godowns.

1.2. Interested parties may quote labour charges for handling of sugar bag (50 kg) and wheat bag (100/50 bag).

1.3. The contract shall be governed by the relevant rules & regulations, laid down by the Federal Government or concerned agency/ies, authority/ies, which includes the Public Procurement Rules, 2004 on the following terms & conditions.

## 2. SCOPE OF WORK: -

### a. UNLOADING OF WHEAT & SUGAR

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

a.2. Removal of tarpaulin from truck and container, unloading of bagged wheat/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 with 16 bags high for sugar and 18 bags high for wheat bags.

a.3. TCP shall provide Tarpulin and contractor shall lay tarpaulin, to the place of unloading to avoid damages to the cargo during unloading operations.

a.4. Cleaning of empty containers/trucks in proper manner with brush/broom and collect the material from floor/wall of container/truck and its refilling.

a.5. Maintain truck-wise, container-wise, Bills of Lading-wise, Ship-wise record, Godowns-wise record properly and reconcile with Incharge Godowns on daily basis and weighment must be ensured.

a.6. Arrangements for lightening, generators, flood lights, spot lights, search lights for work after sun set and in night/day shift to continue the operation round the clock.

a.7. No Hooks shall be used of any bagged cargo during loading and unloading.

### b. SCHEDULE OF UNLOADING, SEPARATE FOR EACH COMMODITY: -

b.1. Contractor shall ensure unloading of entire quantity of bagged cargo arrived at Godown, which can be more or less than the awarded quantity. No excuse in this regard shall be accepted.

b.2. Contractor shall be responsible to unloading and stacking in proper manners for the bagged sugar and wheat from all the trucks/containers arrived at Godowns after weighment.

b.3. Contractor shall arrange and keep ready the sufficient labour for unloading and stacking of minimum 3,500 MT Sugar (70,000 Sugar Bags) / 6,000 MT Wheat (120,000 wheat bags) in case of 50 KG bags or equivalent within 24 hours.

b.4. The trucks/containers shall be unloaded on first come first unloading basis against specific consignment/BL.

b.5. The contractor shall ensure the unloading of truck/container within 12 hours. Time to count w.e.f. initial weighment of loaded truck.

b.6. In case of delay in unloading of bagged cargo (less than 80,000 sugar bags or less than 140,000 wheat bags) without any acceptable reason, the contractor shall be liable to pay delay charges @ Rs. 2,500/- per day.

c. RE-LOADING OF WHEAT & SUGAR (WHEN REQUIRED)

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

c.2. TCP shall issue work order for reloading of wheat and/or sugar and contractor shall reload cargo into nominated truck/vehicle and maintain truck-wise, Delivery Order-wise, Godowns-wise record properly and reconcile with Incharge Godowns on daily basis.

c.3. Arrangements for lightening, generators, flood lights, spot lights, search lights for work after sun set and in night/day shift to continue the operation round the clock, if required.

c.4 Vehicles will be loaded as first come first loaded basis.

c.5. Vehicles will be loaded as per written instructions of Incharge Godown which should be mentioned the ship name, godown No. in accordance with Delivery Order.

d. SCHEDULE OF RE-LOADING, SEPARATE FOR EACH COMMODITY: -

d.1. Contractor shall ensure loading of entire quantity of bagged cargo arrived at Godown as and when required, which can be more or less than the awarded quantity. No excuse in this regard shall be accepted.

d.2. Contractor shall be responsible to arrange loading of the bagged cargo in proper manners into all the trucks/trailers/vehicles arrived at Godowns for loading.

d.3. Contractor shall arrange and keep ready the sufficient labour for unloading and stacking of minimum 3,500 MT Sugar (70,000 Sugar Bags) / 6,000 MT Wheat (120,000 wheat bags of 50 kg or 60,000 bags of 100 kg) within 24 hours.

d.4. The trucks/containers shall be loaded on first come first unloading basis against specific Delivery Order(s)/Godown(s).

d.5. The contractor shall ensure the loading of truck/container within 12 hours. Time to count w.e.f. initial weighment of empty truck.

d.6. In case of delay in loading of bagged cargo (less than 70,000 sugar bags or less than 120,000 wheat bags of 50 kg or 60,000 bags of 100 kg) without any acceptable reason, the contractor shall be liable to pay delay charges @ Rs.2,500/- per day per vehicle.

e. REFILLING & STICHING OF WHEAT & SUGAR BAGS

e.1. After vacation of godown / truck the scattered/spread out sweepings to be refilled by the Contractor and stitch properly after weightment.

e.2. Contractor shall make 50 kg net weight for refilling of sweeping/spread sugar and wheat.

e.3. It will be responsibility of Contractor to arrange the stitching machine. However, TCP will provide packing material.

3. OBTAINING OF TENDER DOCUMENT: -

3.1. Tender Document along with detailed terms & conditions can be downloaded:

3.2. From the TCP's or PPRA's Official website i.e. tcp.gov.pk or ppra.org.pk, respectively;

3.3. Bidder is required to submit their valid, Name, Email ID and Contact Number, while downloading the tender document from TCP's Official website; and

3.4. Bidder is required to keep watch on the TCP's Official website regularly to remain upto date about any further development in the tender;

3.5. Tender Document along with detailed terms & conditions can be purchased upon written request on the letter head of the contractor along with payment of Rs.1,000/- (Rupees one thousand only), during 0930 hours to 1630 hours from publication of this tender notice till close of tender time from:

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

3.7. General Manager, Trading Corporation of Pakistan, 1st & 2nd Floor, Ali Centre, 384-E, Saman Burg, Johar Town, Lahore. Tel. No.042-35222871.

3.8. The Manager, TCP Regional Office, 506-B, Evacuee Trust Property Building, 5TH Floor, beside Marrriot Hotel, Islamabad. Tel. No. 051-9222441.

4. **SUBMISSION OF BIDS: -**

4.1. Interested parties may submit their bids in sealed envelope to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, Karachi on the date/time published in the Tender Notice. Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered.

4.2. The bids received will be opened at 11:00 am on the same day (thirty minutes after deadline for submission of bid) in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.

4.3. All bids must be submitted on the prescribed proforma given at Annexure-I (along with original receipt of purchase of tender documents in the name of Bidder).

4.4. Letter(s) of acceptance will be issued by fax and/or Email and/or courier to the successful Bidder(s) within the validity of offer.

4.5. Any bidder who has failed/defaulted to perform a contract awarded by TCP in the past shall not be allowed to offer bid or participate in this tender.

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

5.1. Bidder must ensure that the Bid Form is filled in all respects, without any confusion;

5.2. There should not be any over-writing, double writing, crossed, additional conditions;

5.3. Godown-wise separate rates for unloading, re-loading and Refilling & Stitching (complete operation) to be quoted clearly;

5.4. Rates to be quoted with all applicable taxes. TCP will deduct/withheld the tax as per applicable law/rule;

5.5. Required documents and bid security are to be enclosed in original;

5.6. Tender Purchase receipt should be enclosed in original, otherwise a pay-order of Rs.1,000/- in favor of Trading Corporation of Pakistan should be enclosed.

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

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

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

6.3. **Bid Form** duly filled, and signed and stamped;

6.4. Attested copy of NTN / Income Tax Registration Certificate;

6.5. Attested copy of Sales Tax Registration Certificate;

6.6. Attested copy of NIC of signatory of the Bid Form;

6.7. Tender Purchase receipt should be enclosed in original, otherwise a pay-order of Rs.1,000/- in favour of Trading Corporation of Pakistan should be enclosed;

6.8. Any other relevant document; and

6.9. TCP can seek/call any further documents/clarifications before/after award of the contract.

6.10. In case of any one or more of the above document(s) is not applicable, reason for non-submission of the same should be submitted on letterhead of the bidders, duly justified, reasonably.

6.11. Please note that non submission of any document or non submission without acceptable justification, the bid may be declared as non-responsive.

6.8. Please also note that the Bid Form should be filled carefully and the details should be written clearly, without any over-writing, double writing, crossed, additional conditions etc, failing which the bid may be declared as non-responsive.

7. **VALIDITY:**

Offers should be valid for fifteen working days w.e.f. opening of bid

8. **BID EVALUATION CRITERIA: -**

8.1. Bids will be evaluated by the Committee constituted for this purpose, solely on basis of price subject to their conformity with terms & conditions of tender document.

8.2. TCP can ask any detail, information, in respect of the offer submitted by the bidder, under provision of Public Procurement Rules, 2004. However, the original bid shall be treated for the evaluation purpose.

8.3. The bidder has no right to change its stance, in respect of price, terms conditions etc. once the bid is dropped.

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

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

9.2. The quoted price shall be inclusive of all taxes, for scope of work given at clause-2 of tender documents i.e.( i) unloading,( ii) Re-loading,( iii) Refilling & Stitching:-

9.3. TCP shall withhold all applicable taxes from payments as per Law.

9.4. TCP shall be responsible for the quoted rate only, on which the contract shall be awarded only. Any claim, beyond this amount shall not be entertained at any stage under any circumstances, whatsoever.

10. **AWARD OF CONTRACT: -**

10.1. Contract / Tender shall be awarded to the lowest evaluated bidder subject to conformity with terms and conditions of the tender document. The successful bidder shall be required to sign the contract with TCP within seven days and submit the signed copy of tender document and Integrity pact as at **Annex-II**

11. **DOCUMENTS CONSTITUTING CONTRACT: -**

11.1. The IFB (Invitation for Bids), the Terms & Conditions of Tender, Bid/offer submitted by the bidder and the Letter of acceptance issued by the TCP and "Integrity Pact" signed by the contractor shall constitute the Contract between the TCP and the contractor, which will remain in force till signing of formal contract on stamp paper.

11.2. The contractor shall sign the contract separately for each commodity/godown on the stamp paper. The signed contract shall prevail over the terms and conditions of tender document and IFB.

12. **BID SECURITY / PERFORMANCE GUARANTEE: -**

12.1. Bid shall be accompanied in original by a Bid Security equivalent to Rs.300,000/- in the shape of a Demand Draft or Pay Order in Pak Rupee.

12.2. Bid Security 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 tender.

12.3. Successful bidder shall be required to submit performance guarantee in the form of Pay order/demand draft equal to five (5) percent of contract value within seven (7) working days. Bid Bond of the Successful Bidder(s), shall be retained till submission of Performance Guarantee.

12.4 Performance Guarantee will be returned after one month of satisfactory completion of awarded/assigned work and submission of consignment account by the contractor in accordance with Tender Terms & Conditions and settlement of any/all claims.

13. FORFEITURE / RELEASE OF PERFORMANCE GUARANTEE: -

13.1. TCP shall forfeit the Performance Guarantee if the contractor: -

13.2. Fails to unload the bagged cargo within the specified period;

13.3. Commits any breach of contract or fails to fulfill any terms or conditions of the contract;

13.4. The Performance Guarantee will be released to the contractor on successful and satisfactory execution of the contract. No claim shall be lodged against TCP in respect of interest on Performance Guarantee regardless of the time of its release nor such claim shall be entertained.

14. GENERAL CONDITIONS: -

14.1. The contractor shall cover all financial rates including all applicable taxes, whatsoever, including labor charges including unloading, cleaning charges, expenses relating to the lightening arrangements charges etc.

14.2. Any increase or decrease in any levies or rates imposed by the Government/CBA, labor wages, and/or fluctuation in market rates of equipment, materials, fuel, etc. during the operation of this tender shall be on the Contractor's account and no claims for such increase shall be entertained by the TCP.

14.3. Any taxes/duties already in place or levied by the Government during the currency of the contact under this tender will be on account of Contractor and no claim shall be entertained by the TCP.

14.4. Any claims of injuries, loss or limb of life to labor and other workers engaged/employed by the Contractor for operations against contract under this tender or work connected directly or indirectly with contract under this tender shall be settled and paid by the Contractor. TCP shall in no way be responsible for any compensation in this connection.

14.5. The terms & conditions of this agreement can be revised subject to mutual consent of both the parties i.e. TCP and Contractor.

14.6. The Contractor shall depute a supervisor to look-after the unloading and loading operation and to coordinate with TCP's nominated supervisor for each godown.

14.7 The bagged cargo to be unloaded and stacked in lots with a size of 500 MT per lot or as per instructions of Incharge Godown.

14.8. Contractor shall arrange collection of sweeping of cargo as per instructions of the TCP.

15. RECEIPT OF SHORT/DAMAGED CARGO: -

15.1. In case of found damaged/torn bags from the truck/container the Contractor shall immediately stop the unloading and immediately inform to the GM/Incharge Godown.

15.2. The damaged cargo shall be unloaded after written instructions of the Incharge Godown and damaged cargo shall be stored separately.

15.3. In case of found shortage of bags from the truck/container the Contractor shall immediately inform to the GM/Incharge Godown and the receiving shall be issued after completion of the formalities and storage shall be noted in writing.

16. SAFETY AND SECURITY: -

16.1. The Contractor shall ensure unloading the safety and security of cargo in all respect. All the precautionary measures shall be adopted by the Contractor to save cargo and all relating expenses shall borne by the contractor and also follow the SOP issued by relevant Authority from time to time.

17. PAYMENT: -

17.1. The payment shall be processed by TCP after submission of separate bill(s) for each commodity by contractor against completed assignments; however, it will not be more than twice a month.

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

17.3. Contractor's Invoice;

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

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

17.6. Submission of consignment account with truck-wise, container-wise, Bills of Lading-wise, Ship-wise record, Godowns-wise record properly and reconcile with TCP's appointed surveyors on daily basis

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

17.8. Any other document, if required by TCP.

## 18. PENALTY:

18.1 In addition to the penalty given in clause-2, TCP may invoke risk purchase clause and without prejudice to any other rights and /or remedies the TCP may have hereunder or at law, the TCP shall forfeit part or full amount of "Performance Security" if

a) The Contractor breaches any of their obligations under this contract or fails to provide services as specified under this contract.

b) The damage is caused to the TCP due to any eventuality, acts omissions/commission on part of the Contractor and/or its employees and agents with reference to services provided under this contract.

## 19. CANCELLATION OF CONTRACT: -

If the contractor fails to unload the entire quantity irrespective of more or less quantity within the specified period, the TCP shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The TCP shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

## 20. PERIOD OF CONTRACT:-

Expiry of the Contract period will be one year from the signing date of the contract.

## 21. RISK PURCHASE CLAUSE:

In case of breach of any terms and conditions of this Contract, TCP shall be at liberty to procure the services from some other source and any extra payment made in this respect will be charged from the Contractor and /or adjusted against its dues and the Contractor will be liable to compensate TCP against any/all damages /extra costs accruing to TCP in this context:

## 22. 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 Contractors & TCP. If the parties fail to come to an amicable settlement the same shall be referred to the Chairman TCP who shall be the sole arbitrator, for final decision. The decision of Chairman TCP shall be final and binding on both the parties i.e. Contractors & TCP.

ANNEX –I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

## BID FORM

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

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

| COMMODITY | SCOPE OF WORK | Rates inclusive of taxes | | |
|---|---|---|---|---|
| | | **Pipri** Rate per bag | **Landhi** Rate per bag | **Korangi** (Rate per bag) |
| **WHEAT** (App 100 kg bag) | i. Unloading of Wheat Bagged cargo | | | |
| | ii. Re-Loading of Wheat Bagged cargo | | | |
| | iii. Refilling of scattered/spread out sweeping & stitching & weighment | | | |
| | **TOTAL** | | | |
| | | | | |
| **SUGAR** (App 50 kg bag) | (i) Unloading of Sugar Bagged cargo | | | |
| | (ii) Loading of Sugar Bagged cargo (50 kg bag) | | | |
| | (iii) Refilling of scattered/spread out sweeping, & stitching (50 kgs bag) | | | |
| | **TOTAL** | | | |

5. **Amount of Bid Security** Rs._____, In words_____
   **Pay-Order No.** _____, dated ____-____-2020
   **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: _____

ANNEX –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.

Not with standing any rights and remedies exercised by TCP, 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.