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

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

SALE NOTICE

SALE OF SWEEPING UREA LYING AT GWADAR PORT ON "AS IS WHERE IS BASIS"

Trading Corporation of Pakistan (Pvt.) Limited (TCP), Karachi invites sealed bids from the reputed sole proprietorships / firms (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB),for disposal of sweeping cargo of Urea on **"as is where is basis"** available at Gwadar Port.

2. Interested parties may submit their bids in the tender box placed at the Reception Counter of TCP's Principal Office, 4th Floor, Block 'B', Finance & Trade Center, Shara-e-Faisal, Karachi up to 1100 hours on **27-02-2023 (Monday)**, which will be opened on the same day at 1130 hours in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.

3. The individuals/sole proprietorships/firms/companies who have been black listed by TCP are not eligible to participate in the tender.

4. Bids must be accompanied with the Earnest Money equivalent to at least 5% (separate for each lot) of the quoted value in the form of Bank Pay Order/Demand Draft in favor of TCP. Bids not accompanied with the required Earnest Money shall not be considered.

5. Tender documents containing detailed Terms and Conditions, can be purchased from the following TCP's Offices on payment of Rs. 2000/- (Rupees Two Thousands Only) on all working days (Monday to Friday) from 08:00 am to 04:00 p.m after publication of the tender.

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

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

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

d) DM In-charge, Trading Corporation of Pakistan (Pvt.) Ltd Regional Office, House No. M-6, New Town, Near Roshan Masjid, **Gwadar,** Cell No. 0301-2486854.

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

6. TCP has a right to reject any or all bid(s) at any time prior to their acceptance, as per rules.

Sheeeraz Ali Shahzad
Deputy General Manager/Incharge
Dispatch and Port Operation Division
Phone # 021-99207550

TERMS AND CONDITIONS

SALE OF SWEEPING UREA LYING AT GWADAR PORT ON AS IS WHERE IS BASIS.

Bids are invited for disposal of sweeping cargo of Urea on **"as is where is basis"** stored at Gwadar Port as per quantity given below:-

Lot #	Commodity (Approx)	QUANTITY IN MT	LOCATION
1	Sound (Soft lumped) cargo	1202 bags = 60.10 MT	Gwadar Port
2	Sweeping cargo	1700 bags = 85.00 MT	Gwadar Port
		2902 Bags = 145.1 MT	

2. BASIS OF SALE

The sale of stock shall be strictly on the following basis:-

a. Gross for net.
b. As is where is basis.
c. Delivery point = Gwadar Port

3. INELIGIBILITY: -

i. The individuals/sole proprietorships/firms/companies who have been black listed by TCP are not eligible to participate in the tender

ii. Bids not complying with the instructions or submitted conditionally or submitted without required documents or required bid/earnest money are liable to rejection.

iii. Any employee of TCP or his/her relatives are ineligible to take part in the process.

4. INSPECTION

i) The interested parties may inspect the Urea at above mentioned delivery point on any working day during office hours from 9:00 am to 05:00 PM (Monday to Friday). No claim whatsoever shall be entertained in respect of the Urea sold on "AS IS WHERE IS BASIS".

ii) The following officials/representatives will arrange inspection of lot(s) at respective points :-

a) Mr. Shariq Muzammil, Deputy Manager TCP, Regional office, Gwadar, (Mobile # 0344-2500250)

b) Mr. Zulfiqar Awan, Assistant Manager, Regional Office Gwadar (Cell # 0301-2486854)

5. SUBMISSION OF BIDS

i) Sole proprietorships/firms/companies/individuals having valid CNIC /NTN Certificate/ Income Tax Registration Certificate, Active Tax payers are eligible to participate in the tender. The bidders may submit their sealed offers / bids comprising separate Rates for each lot. In absence of valid documents TCP reserves the right to cancel the bid.

ii) Bids should be accompanied with the following documents:-

a. Bids along-with ***original receipt*** of purchase of current tender documents in the name of the Bidder.

b. **Attested** Copy of Income Tax Registration Certificate / NTN Certificate in the name of Bidder(s) or proprietor(s).

c. Name, Designation, CNIC number with CNIC copy, present residential address **and passport size photograph** of authorized representative(s), with Cellular No.

iii) Sealed Bids should be accompanied with original bid form as per Annex–I, duly signed and stamped by the bidder(s), to be quoted only rates on the bid form, any type of any condition, explanation, details or any additional information on the bid-form can be the reason for rejection and TCP reserves the right to forfeit the earnest money, without prejudice to claim compensation.

iv) Bids will be dropped in the tender box placed at the reception counter of TCP's Principal Office, 4th Floor, Block 'B', Finance & Trade Center, Shara-e-Faisal, Karachi by **1100 hours**, the **27-02-2023 (Monday)**, and opened on same day at 11:30 AM in the Board Room of this Corporation in the presence of such bidders or their authorized representatives who may wish to be present at that time.

v) Bids shall be submitted on prescribed Proforma of Bid Form enclosed at Annex-I. The Bidders must quote their rates in (Rs.)/ PMT (all applicable taxes, duties and levies shall be borne by the successful bidders) separately for each lot in its entirety.

vi) Bids received through fax, cable or any other means, except as prescribed above, shall not be considered.

6. VALIDITY

The bids shall remain valid for 30 (thirty) days from the day on which the tender is opened excluding the opening day.

7. EARNEST MONEY

i) Offers must be accompanied by Earnest Money equivalent to 5% **(Separate for each Lot)** of the quoted value in the form of Bank pay order/Demand draft from 1st class scheduled Bank in Pakistan in favor of Trading Corporation of Pakistan (Pvt.) Limited, Karachi.

ii) Earnest Money of successful bidder (s) will be returned / refunded after successful lifting of sold quantity of sweeping urea.

iii) Offers not accompanied with the required Earnest Money (separate for each delivery point) shall not be considered.

iv) TCP will have the right to forfeit the earnest money if the successful bidder fails to fulfill the laid down terms and conditions or commits any breach thereof, without prejudice to TCP's right to claim damages/losses and take any other action.

v) Earnest Money of un-successful bidders will be returned after finalization of Tender/issuance of offer letter(s).

8. ACCEPTANCE OF OFFERS

Acceptance of offers will be communicated to the successful bidder (s) by fax and courier on the number and address given in the prescribed form (Annex-I).

9. SIGNING / PROVISION OF DOCUMENTS: -

In case of award of the tender, the bidder shall be responsible to submit the Integrity Pact as per Annexure–II and shall be responsible to complete all documents, as notified from time to time. Tender documents, invitation of bids and integrity pact shall be the integral part of the contract.

10. PAYMENT/DELIVERY

a) The successful bidders (buyers) shall make payment of 100% of the whole lot on the basis of quoted price, within seven (7) days from the date of issuance of letter of acceptance, so as to enable TCP to issue delivery order (s).

b) In case the successful bidder is declared highest for **both lots** then he would have to make payment of required quantity of one lot within **seven (7) days** of issuance of letter of acceptance and for subsequent lot(s) /part(s) the payment would have to be deposited within next seven (07) days after payment of the previous lot (s)/ part (s).

c) The payment should be in the form of Bank Pay Order/Demand Draft, from first class scheduled bank in Pakistan in favor of Trading Corporation of Pakistan (Pvt.) Limited Karachi.

d) The sold stocks are to be lifted, within fifteen (15) days from the date of issuance of delivery order. In case the goods are not lifted within fifteen (15) days, an extendable period of further five **(05) days can be allowed** but on justifiable grounds. In case of failure, TCP reserves the right to cancel the delivery order and forfeit amount paid, without any notice to the defaulting buyers and sell the un-lifted goods at his risk & cost and recover the losses incurred by TCP.

e) The delivery/lifting will be made on "**AS IS WHERE IS BASIS**".

f) **The delivery will be made on gross for net basis under supervision of TCP's staff /stevedoring staff at Gwadar port whose findings with regard to quantity shall be final**. No claim whatsoever shall be entertained by TCP once the goods have been purchased by the buyer, whether or not physically lifted from Gwadar port.

g) Trucks/vehicles for loading will be allowed to enter as per GPA / GITL rules.

h) The buyer (successful bidder) will not be allowed to segregate the allocated goods within premises of delivery points. The lifting will be made strictly as per instructions of the TCP's designated official (s).

11. OTHER CONDITIONS

a) TCP reserves the right to change or alter or relax any of these terms.

b) All taxes/duties, if any levied by the Federal/Provincial Government, Port / Godown weighment charges (or any other charges) will be paid in addition to offered price made by the successful bidder.

c) The bidder shall in token of acceptance of the terms and conditions of the offers, as stated above, will submit their offer on the Performa of Bid Form enclosed at Annex-I of these detail terms and conditions.

d) All charges relating to packing material/ transportation of the purchased sweeping urea including loading / unloading etc shall also be borne by the successful bidder.

e) **Rates are to be quoted for each lot / delivery point separately.** However, single bidder can also quote rates for more than one lot. TCP reserves its right to accept or reject any or all offers wholly or partially or bifurcate or increase/decrease the tender quantity.

12. EVALUATION CRITERIA

a) The bidders who offered the highest rates and fulfill the laid down terms and conditions of the tender will be considered.

b) In case of tie, only the highest bidders will be asked to re-quote their rates for the concerned lot(s).

13. FORCE MAJEURE:

Should any of the force majeure circumstances, namely Acts of Allah, natural calamity, fire, government restrictions, strikes, or lock-outs by workman, war, military operations of any nature and blockades preventing the Seller / Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstance prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Federal / Provincial Authority shall be sufficient proof of the existence and duration of such circumstances.

14. ARBITRATION CLAUSE

In the event of any dispute between the buyer and TCP the decision of the Chairman, Trading Corporation of Pakistan (Pvt.) Limited, Karachi or his nominee(s) shall be final and binding upon both the parties.

ANNEX-I

BID PROFORMA

(TO BE PRINTED ON THE BIDDERS / FIRMS' PRINTED LETTERHEAD)

To : Trading Corporation of Pakistan (Pvt.) Limited

Reference your advertisement which appeared in the daily ---------- dated---------- I/ We _____S/O_____ representing M/s._____ hereby declare that I/We inspected stocks of Sweeping cargo of Urea at Gwadar as shown in the table below.

2. We are quoting following rates:-

Lot #	Commodity	QUANTITY IN MT	LOCATION	Rate Excluding (without) applicable duties/taxes/levies
1	Sound (Soft lumped) cargo	60.10 MT	Gwadar Port	Rs._____ PMT
2	Sweeping cargo	85.00 MT	Gwadar Port	Rs._____ PMT
		145.1 MT		

3. Five percent (5%) Earnest Money of the amount of bids (separate for each lot) for the above offers is enclosed as per following details.

Lot #	QUANTITY MT	Total Amount of the lot as per quoted rate (excluding all applicable duties/taxes/levis)	Five percent (5%) Earnest Money	Pay Order / Bank Draft #	PO/ DD Date	Name of Bank
1	60.10 MT	Rs.	Rs.			
2	85.00 MT	Rs.	Rs.			
3	145.10 MT	Rs.	Rs.			

4. I am /we are submitting this offer and declare that terms and conditions of the tender notice. **No. D&POD/Urea/Sweeping/1/2022-23, dated 08-02-2023** have been understood and are accepted by me/us.

Phone No & Mobile No :
C.N.I.C No. : Attested copy enclosed
N.T.N No. : Attested copy enclosed
Photographs : 02 Attested Passport Size
Status of the Firm : Company / Individual / Firm

(Your's faithfuly)

Signature: _____
Name of Company /Firm (if any): _____
_____
Address: _____
_____
Official Stamp:

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.

INTEGRITY PACT

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

[the Bidder(s) 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 Bidder(s) 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 Bidder(s) 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 Bidder(s) 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 Bidder(s) 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 Bidder(s) 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.