TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

GOVERNMENT OF PAKISTAN

No. TCP/D&POD/Urea/Sweeping/1/2022-23 17-04-2023

INVITATION FOR BID

TRANSPORTATION OF 145.100 MT SWEEPING UREA FROM GWADAR PORT TO TCP'S PIPRI GODOWN, KARACHI

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites sealed bids through Single Stage Single Envelop procedure from the reputed sole proprietorships / firms / Transporters (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having three years' experience in the field of Transportation of bulk and break bulk of various commodities viz Sugar, Wheat, Urea etc., for transportation of sweeping urea **(145.100 MT)** from Gwadar Port to TCP's Pipri Godown, Karachi.

2) Bidding documents containing detailed terms and conditions, work description, procedure for submission of bids, bids security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee, etc are available on payment of Rs. 500/- (Rupees five hundred Only), which can be purchased on all working days from (Monday to Friday) during 0800 hours to 1600 hours from **18-04-2023 to 08-05-2023** at 1100 hours (i.e. half hour before bid dropping time), from the following offices of TCP:

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. However, Pay Order for amount of PKR 500/- in favour of Trading Corporation of Pakistan (Pvt.) Ltd., must be enclosed with the bid or a receipt of PKR 500/- from TCP's Cash Section be enclosed.

3) The bids prepared in accordance with the instructions in the bidding documents must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block 'B', Finance and Trade Centre, Sharah-e-Faisal, Karachi, on **08-05-2023 (Monday) before 1100 hours.** The **bids** shall be opened on the same day at **11.30 AM** in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.

4) TCP reserves the right to accept or reject any or all offers, wholly or partially as per PPR, 2004.

(Sheeraz Ali Shahzad)
DGM Incharge (D&POD)
Dispatch & Port Operations Division
Ph # 021-99207550

No. TCP/D&POD/Urea/Sweeping/1/2022-23
Dated: 17-04-2023

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TRANSPORTATION OF 145.100 MT SWEEPING UREA FROM GWADAR PORT TO TCP'S PIPRI GODOWN, KARACHI

1. GENERAL CONDITION

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites sealed bids through Single Stage Single Envelop procedure from the reputed sole proprietorships / firms / Transporters (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having three years' experience in the field of Transportation of bulk & break bulk of various commodities viz Urea/Wheat/Sugar etc., for transportation of 145.100 MT sweeping urea from Gwadar Port to TCP's Pipri Godown, Karachi.

i. TCP has right to reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPRA Rules 2004.

ii. TCP shall have the right to appoint more than one transporter and apportion the quantity of urea to be handled amongst them at TCP's discretion.

iii. Bids must be accompanied with the **Earnest Money of 5% value of total quantity** in the form of Bank Pay Order/Demand Draft from scheduled Bank in Pakistan in favour of "Trading Corporation of Pakistan (Pvt.) Ltd, Karachi". Bids not accompanied with the required Earnest Money shall not be considered.

2. ELIGIBILITY

i. Sole proprietorships/firms/companies/individuals, duly registered with Income Tax and Sales Tax Department having three years' experience in the field of Transportation of bulk, break bulk and containerized cargo of various commodities viz Urea, etc., for transportation of urea from Karachi Port / Port Bin Qasim / **Gwadar Port** eligible to participate in the tender. Absence of minimum experience, shall render the bidder ineligible to participate in the tender.

3. INELIGIBILITY

i. The individuals / sole proprietorships firms/ companies who are Black listed by TCP or any other Government entity are not eligible to participate in the tender. Further those individuals / sole proprietorships firms/ companies who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the bids, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the tender opening date.

ii. The firm(s)/companies/individuals/bidder(s), who are involved directly or indirectly in the supply of Urea to TCP, as the suppliers of Urea or as local agents, will be ineligible for participation in this tender.

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

4. SUBMISSION OF BIDS / OFFERS

i. The Bids should invariably be accompanied with the following documents:-

a. Original receipt of purchase of tender documents in the name of the Bidder.

b. All tender documents duly signed and stamped on each page, except the Bid Form as per Annex-I.

c. Bids shall be accompanied with an **Earnest Money of 5% value of total quantity** in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within fifteen days of finalization of tender.

d. Copy of Income Tax Registration Certificate / NTN Certificate and Sales Tax Registration Certificate in the name of Bidder(s) or proprietor(s), alongwith active tax payers list showing the name of bidder(s).

e. Copy of status of Ownership (Sole Proprietorship, partnership Firm and Article and Memorandum of Association of Limited Company alongwith Registered address and Names, Addresses and Photocopies of valid CNIC of Owner/Partner/Directors) attested by Notary Public.

f. Detailed documents of handling of Bagged Cargoes in Pakistan showing experience of atleast three years.

g. A certificate from the Bank, showing the Bidder's credit worthiness for an amount of not less than rupees 01 (one) million. The certificate should be dated, not earlier than 10 days prior to the opening of Tender.

h. An Affidavit to the effect that the bidders have not been black listed by any Government department/autonomous body/TCP.

i. Name and address of the firm with telephone number, fax number and e-mail address etc. along with Company's Profile and name of directors/co-directors/partners/ proprietors.

j. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation.

k. An undertaking to the effect that the bidder or their owner/ partner/ director/ employee/ worker has no link with the suppliers of Urea or their local agent.

l. Ownership of Trucks/Trailers and / or exclusive leasing / Contract with others, Minimum 05 numbers having capacity of 30 MT minimum.

m. Documents / Evidences of ownership / leasing / contract to be submitted. Any duplication of Truck / Trailer with more than one applicant shall disqualify both the applicants.

ii. The bids should invariably be submitted on the letter head of the applicant, as per Bid Form **(Annex – I)** duly signed and stamped by the bidder(s), to be used for quotation of rates only, 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 for compensation.

iii. The Tender shall be awarded on the basis of lowest responsive bid.

iv. Taxes will be applicable as per law and deductions will be applied to payments accordingly.

5. EVALUATION CRITERIA

i. Evaluation of bids will be solely on lowest price basis.

ii. Sealed offers/bid in an envelope, to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block 'B' Finance & Trade Centre, Sharea Faisal, Karachi on the date & time given in the IFB. The Bids shall be evaluated by the Bid evaluation Committee.

iii. TCP reserves the right to verify the ownership of Trucks / Trailers Exclusive Leasing Contracted vehicles of Minimum 10 numbers as offered by the bidder(s) at any time. The Bidder shall be required to keep the Trucks / Trailers Exclusive Leasing Contracted vehicles ready for inspection by TCP's nominated officer(s)/surveyor(s)/representatives. The vehicle should be in running/operating conditions at the time of inspection.

6. VALIDITY OF OFFER(S)

a. The offer(s) shall remain valid for acceptance for 30 days w.e.f. the date of opening of tender. The bidder(s) Transporter(s) must be in a position to handle the vessels carrying Urea in Bags

b. If any bid is withdrawn before the expiry of validity period or if the successful bidder fails or defaults in completing any or all formalities prescribed herein, or fails to take up the work upon the issuance of the letter of acceptance by TCP, then without prejudice, to any other legal remedy for recovery of losses or damages incurred by TCP due to such default or failure, TCP shall forfeit the earnest money forthwith.

7. EARNEST MONEY

i. Bids shall be accompanied with an **Earnest Money of 5% value of total quantity** in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within (15) fifteen days after finalization of tender.

ii. On receipt of Performance Guarantee, the Earnest Money shall be refunded to successful bidders. In case successful bidder fails to furnish the performance guarantee within three working days, TCP shall forfeit the earnest money without prejudice to any other claim by TCP.

8. PERFORMANCE GUARANTEE

i. In case of award of the tender / contract, the bidder shall furnish within three working days a Performance Guarantee of 10% value of total quantity in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi, for smooth running and satisfactory completion of the entire operation of transportation of urea in all respects. No interest will be claimed by the Bidder on the said guarantee.

ii. TCP shall forfeit the Performance Guarantee if the bidder: -

a. Fails to provide the required services as per terms & conditions of tender document.

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

iii. The Performance Guarantee will be released to the bidder on successful and satisfactory execution of the contract. No claim shall lie in respect of interest on Performance Guarantee regardless of the time of its release.

9. SIGNING OF CONTRACT/PROVISION OF DOCUMENTS

In case of award of the tender/contract, the party/Transporter/bidder shall be responsible to sign the agreement with TCP within three days after award of contract and also submit the Integrity Pact as per **Annexure–II.** The transporter 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. JOB DESCRIPTION

a. The **TRANSPORTER** will be responsible for transportation of entire quantity of sweeping Urea from Gwadar Port to TCP's Pipri Godown, Karachi (loading of cargo at port shall be the responsibility of **TCP** through its Stevedores). Lifting may be completed within 10 days from the date of award of tender, failing which TCP reserve the right to forfeit the Earnest Money/Performance Guarantee.

b. Entry of vehicle into port area shall be the responsibility of **TRANSPORTER**.

c. After entire satisfaction about quality/quantity and bags' condition the **TRANSPORTER** will lift the cargo from Port and cover the **CARGO** with tarpaulins. The quantity will be finalized on number of bags, however, ports weighbridge will be used to cross check the quantity.

d. The weighment at Destination point (TCP's godowns) shall also be made in the presence of TCP's nominated Custodian (The vehicle shall be weighed without Driver at destination point). TCP's representative will receive cargo on number of bags basis, however, weighbridge will also be made to cross check any significant variation.

e. The tarpaulins shall be opened / removed within TCP's godownss after permission of TCP's Officer/Custodian.

f. In case of short cargo found at TCP's godowns, at the time of weighment the vehicle shall be un-loaded after joint survey and the claim will be lodged upon **TRANSPORTER** by **TCP**. The vehicle shall not be allowed to move from Godown/ware house till settlement of claim between **TRANSPORTER** & **TCP**.

g. The **TRANSPORTER** shall obtain the clean proper receipt regarding hand-over of cargo at TCP's ware house with the remarks that NO SHORTAGE AS PER BUILTY", other-wise the bill of **TRANSPORTER** shall not be processed for payment till settlement of any claim.

h. All type of payment like claims or any other type of payment shall be made by **TRANSPORTER** in the shape of PAY ORDER/DEMAND DRAFT in the Favor of TCP.

i. Vehicle should reach within 24 hours from port to TCP's godowns. In case of delay, the **TRANSPORTER** shall report to the Officer designated by TCP and

explain the reason for delay and the vehicle shall be un-loaded after having the permission of TCP's Officer. In case the vehicle reaches after 36 hours, the goods shall be un-loaded only after joint survey to ascertain the reason for delay.

j. Normal time of 10 hours maximum shall be required to un-load the vehicle. On Friday/Sunday & holidays, the time can be increased upto 15 hours.

k. In case of any fault in the vehicle during transport, the same shall be informed to TCP's nominated Officer and if required the change of vehicle/shifting the cargo to another vehicle, this practice shall be made only after written permission of TCP's nominated officer, in the presence of TCP's nominated surveyors and report shall be made in urdu language at place of accident and signed by vehicle Driver, vehicle cleaner, concerned mechanic and TCP's representative (The copy of Driver Licence & NIC shall be enclosed to the report), other-wise the cargo shall not be accepted at final destination and all losses/consequences shall be borne by the **TRANSPORTER**. Besides, the **TRANSPORTER** shall be responsible to shift the packed material from port to TCP's nominated godowns at the same rate which is applicable for **CARGO**.

l. Upon completion of Dispatches the **TRANSPORTER** will be responsible for submission of consignment detail to **TCP** within three working days.

11. GENERAL TERMS & CONDITIONS

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

b. Any claim of injuries, loss of limb, of life to any worker/labour engaged / employed by the **TRANSPORTER** for operation/ performance /execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the **TRANSPORTER**. **TCP** shall, in no way, be responsible for any compensation in this connection.

c. All charges/taxes/duties and transit insurance shall be the responsibility of **TRANSPORTER**.

12. PAYMENT

i. 100% payment shall be made on completion of transportation of cargo from port to TCP's godowns. **TRANSPORTER** shall be required to submit the following documents alongwith invoice & covering letter:-

a. Original of Builties.
b. Copy of Port weighbridge slip.
c. Original Certificate from TCP's godowns showing date wise receipt of entire cargo as per weight, number of bags and Truck No. etc.
d. Original TCP's Pipri Godown, Karachi weighbridge slip.
e. TCP's appointment letter.
f. Copy of signed agreement with TCP.
g. Copy of stevedore's receipt.
h. Any other relevant document.
i. Active Taxpayer Certificate.
j. Copy of NTN and STN.

ii. Taxes shall be applicable and deducted as per law.

iii. The payment shall be made within 10 working days in shape of Cheque in favor of **TRANSPORTER**.

13. PERIOD OF CONTRACT

Contract will be deemed to have commenced on the date of issuance of acceptance letter and shall remain in force for a period of two months or completion of assignment work whichever is earlier. The contract can be terminated earlier by the TCP at its sole discretion. The TCP shall not be liable for any damage / compensation / loss suffered by the contractor due to such cancellation by TCP.

14. RESOLUTION OF DIFFERENCE / DISPUTE BY 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. Transporters / Logistic Company.

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN PRIVATE LIMITED

TRANSPORTATION OF 145.100 MT SWEEPING UREA FROM GWADAR PORT TO TCP'S PIPRI GODOWN, KARACHI

Reference your advertisement which appeared in the daily ---------- dated----------, we offer the following rates on per metric ton net basis for for transportation of 145.100 MT sweeping urea from Gwadar Port to TCP's Pipri Godown, Karachi.

Rate for transportation of sweeping urea 145.100 MT from Gwadar Port TCP's Pipri Godown in Rs. PMT (Nett) including all taxes, transit insurance
Rs. _____

2. We have thoroughly read the Tender Notice and all Terms and Conditions of the tender and accepted un-conditionally and we also confirm that we shall abide by all the terms and conditions of the tender un-conditionally.

Signature : _____

Name : _____

CNIC No. : _____

Designation : _____

Company : _____

NTN No. : _____

Date : _____

Stamp : _____

ANNEXURE-II

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 Transporters 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 Transporters 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 Transporters 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 Transporters 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 Transporters 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 Transporters 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.