TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

TCP/Godown/103-3/2022 **TENDER NOTICE** June 15th , 2022

SALE OF SWEEPING UREA ON "AS IS WHERE IS BASIS"

Trading Corporation of Pakistan Private Limited, Karachi invites sealed bids for disposal of **95.91 MT** sweeping cargo of Urea on "as is where is basis" stored at TCP's Pipri Godown.

2. Interested parties registered with Income Tax and Sales Tax authorities and active on tax payer's list 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 **04.07.2022** 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 defaulted with the TCP 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.

4. Bids must be accompanied with the Earnest Money equivalent to at least 5% 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.2,000/- (Rupees Two Thousand Only) on all working days (Monday to Friday) from 08:00 am to 04:00 pm 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, Pakistan (Phone: 021-99202947-49 Ext.: 235);

b. General Manager, Regional Office, 2nd Floor L.D.A Plaza, Egerton Road Lahore (Phone No. 042-99206067, 99206068);

c. Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street No. 02, PHAF Residencia Kuri Road, Islamabad.

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

7. The above tender notice along with detailed terms and conditions are also available on TCP's as well as at PPRA's websites i.e. www.tcp.gov.pk, and www.ppra.org.pk. which can be submitted with pay order / DD of Rs.2,000/-.

(Muhammad Asif Rajpar)
DGM Incharge (REM&S)

Trading Corporation of Pakistan (Pvt.) Limited
4th& 5thFloor, Block B, Finance & Trade Centre,
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/Godown/103-3/2022 **Tender Document** June 15th, 2022

TERMS AND CONDITIONS OF TENDER FOR SALE OF SWEEPING UREA

Bids are invited for sale of approx 95.91 MT sweeping cargo of Urea on ***'as is where is basis'*** presently stored at TCP's Pipri godown.

2. **BASIS OF SALE:-**

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

i. Gross for net.
ii. As is where is basis.
iii. Delivery point shall be TCP's Pipri Godowns.

3. **INELIGIBILITY: -**

i. The individuals/sole proprietorships/firms/companies who have defaulted with the TCP 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. Bids not complying with the prescribed 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.

iv. Bidders not registered or not active with Income Tax on sales tax purposes.

4. **INSPECTION:-**

i. The interested parties may inspect the Urea at above mentioned delivery point on any working day during office hours from 8:00am to 03:00 pm Monday to Friday.

ii. Only visual inspection is allowed.

iii. Interested party shall prove his identity prior to inspection of sweeping urea.

iv. Interested party may contact the Incharge Pipri Godown for inspection.

v. The representative of interested party shall submit the copy of tender purchased receipt, and copy of CNIC at the time of inspection of sweeping urea.

5. **SUBMISSION OF BIDS:-**

i. Sole proprietorships/firms/companies/individuals having valid CNIC / NTN Certificate /STN certificate/ Income Tax Registration Certificate are eligible to participate in the tender. The bidders may submit their sealed offers/bids comprising rates for entire quantity. Absence of valid documents shall give TCP the right to cancel the bid.

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

a. The bidder shall sign each page of the tender document as acceptance of terms and conditions of the tender document.

b. Original receipt of purchase of this tender documents in the name of the Bidder or Pay Order amounting to Rs.2,000/- in favour of "Trading Corporation of Pakistan" as the case may be.

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

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

e. Complete tender document in original duly signed / stamped by the party as acceptance of terms & conditions of the tender document.

f. Offers must be accompanied by Earnest Money not less than 5% 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.

iii. The offered rates shall be quoted by filling in the Bid Performa (**Annex-I**) duly signed and stamped by the bidder. The bidder must quote their rates in Pak Rupees per Metric Ton (Rs___./PMT). All applicable taxes, duties and levies shall be borne by the successful bidders separately. Any conditional offer or alteration in the Bid Performa by a bidder may result in rejection of its offer.

iv. Bids in sealed envelope 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 (11:00 AM) on **04.07.2022** and opened on same day at 1130 hours (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 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) working 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 not less than 5% 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. Offers not accompanied with the required Earnest Money shall not be considered.

iii. 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.

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

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

vi. Amount of earnest money shall not be considered/adjusted towards cost of urea. Any application/request of the buyer shall not be considered at any stage.

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 Bid 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:** -

i. All the payment(s) 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.

ii. The successful bidders (buyers) shall make payment of awarded quantity on the basis of quoted price, within seven (7) days from the date of issuance of letter of acceptance. TCP shall issue Delivery Order accordingly.

iii. The Delivery Orders shall be issued after realization of payment into TCP's Account.

iv. The Delivery Orders shall not be issued for less than the awarded quantity.

v. The sold stocks are to be lifted, within fifteen (15) days from the date of issuance of Delivery Order (date of issuance of Delivery Order excluded).

vi. In case the goods are not lifted within fifteen (15) days, further extendable by **ten (10) days** on justifiable grounds.

vii. The buyer can request for further extension(s) upto three months w.e.f. date of issuance of Delivery Order(s), which may be granted against advance payment to be made through Pay Order/Demand Draft in favour of TCP of Rs.100,000/- as rent for each fifteen days. In this situation the request of buyer should be accompanied with required rent.

viii. TCP reserves the right to cancel the Delivery Order(s) and forfeit amount paid, without any notice to the defaulting buyers and sell the un-lifted goods, if buyers fails to lift the stocks within a period of four months w.e.f. date of issuance of Delivery order(s), at risk & cost of the buyer and TCP shall recover the losses incurred.

ix. The delivery/lifting will be made on '**as is where is basis**'. Buyer is responsible to place the vehicle for lifting of sweeping urea between 08:00 am to 03:00 pm.

x. Trucks/vehicles for loading will not be allowed to enter after 3:00 pm.

xi. No delivery will be allowed on holidays.

xii. The delivery will be made on gross for net basis under supervision of TCP's staff. The findings of Incharge Godown 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 the TCP's Pipri Godown.

xiii. 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).

xiv. The buyer (successful bidder) is responsible to follow the instructions of Incharge Godown for lifting of sweeping of urea from Pipri Godown.

xv. Bagging of sweeping of urea is allowed, provided that all the sweeping of urea including foreign material lying in the Godowns shall be lifted by the buyer. The buyer shall arrange bagging within the relevant Godown/Shed. No sweeping urea shall be spread or left opened for more than 03 hours for bagging or lifting purpose.

xvi. Deliveries shall be made on Gross weight basis.

xvii. Weighment shall be ascertained at the weighbridge designated by Incharge Pipri Godown.

11. **OTHER CONDITIONS: -**

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

ii. No claim whatsoever shall be entertained in respect of the Urea sold on "**as is where is basis**".

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

iv. 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 bidder whose offered rate is found highest amongst other participating bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.

b) In case of tie among two or more bidders as standing highest with identical offered rate, only such bidders shall be asked to re-quote their offers through a fresh Bid Performa (Annex-I) as to be submitted in a sealed envelope on the date and time as may be specified by TCP. The fresh offered rates shall not be less than the earlier offered rates, otherwise, TCP may forfeit the Earnest Money without any notice.

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 indemnification of any losses it may thereby sustained. 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: -**

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 bidder/tenant & TCP. If the parties fail to come to an amicable settlement the same shall be referred to the Chairman TCP, for final decision. The decision of Chairman TCP shall be final and binding on both the parties i.e. bidder/tenant & TCP..

BID PROFORMA **ANNEX-I**

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

To The DGM Incharge (REM&S),
Trading Corporation of Pakistan (Pvt.) Limited,
4th & 5th Floor, Block-B, Finance & Trade Centre,
Shahra-e-Faisal, Karachi

Reference your advertisement which appeared in the daily _____ dated __-___-2022

I/We _____ S/o _____

representing M/s. _____

hereby declare that I/We inspected stocks of Sweeping cargo of Urea at TCP's Pipri Godown and after having entire satisfaction about quality of the urea and in accordance with terms & conditions of the tender document, I/We quote the following rates per metric tons, including of all applicable taxes for entire quantity to be lifted from Pipri Godown: -

S. No.	Commodity	Quantity (approx)	Rate Per Metric Ton including applicable duties / taxes / levies
01	Sweeping cargo of Urea lying at Pipri Godown	95.91 MT	Rs. _____ PMT In words Rupees _____ _____ Per Metric Ton (including all applicable taxes)

2. Earnest Money of the amount of bids for the above offers is enclosed as per following details.

Pay Order/Demand Draft No. _____, dated _____-2022 issued by _____ Branch _____

3. I am /we are submitting this offer and declare that terms and conditions of the Tender Document No. TCP/Godown/103-3/2022 dated 04-07-2022 has been understood and are accepted by me/us.

Phone No & Mobile No. :
CNIC No. : _____ *attested copy enclosed*
N.T.N No. : _____ *attested copy enclosed*
Photographs : 02 Attested Passport Size
Status of the Firm : Company/Individual/Firm/Other _____

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

Official Stamp:

ANNEXURE-II

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.
INTEGRITY PACT

Declaration of fees, commission and brokerage 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, inducing 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.

Signature _____

Name of Company / Firm _____

Official Stamp _____