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

No.TCP/Godowns/Sale-Sweeping sugar/2020

December 1st, 2020

TENDER NOTICE

SUBJECT:- **SALE OF SWEEPING SUGAR.**

Trading Corporation of Pakistan (TCP) is a public sector enterprise registered with SECP as a Private Limited Company and works under the administrative control of Ministry of Commerce, Government of Pakistan.

Trading Corporation of Pakistan (Pvt) Limited (TCP), Karachi invites sealed offers for Sale of sweeping sugar lying at TCP's QRG (Pipri) Godowns in following lots on "as is where is" basis.

S. No.	Lot	Quantity
1	One	18.90 MT (approx.) 376 bags of Sweeping Sugar
2	One	23.85 (approx.) 600 bags of Sweeping Sugar
3	One	16.35 (approx.) 406 bags of Sweeping Sugar
4	One	8.59 (approx.) 196 bags of Sweeping Sugar

2. Interested parties may inspect the above stocks of sweeping sugar lying at TCP's Pipri Godowns during office hours on any working day. The bidders shall offer rates as per MT basis for one complete lot at-least and drop their OFFERS in the tender box placed at the Reception Counter of TCP's Principal Office, 4th Floor, Block-B, Finance & Trade Centre, Shahra-e-Faisal, Karachi, up to **1100 hours on 18th December, 2020.** The OFFERS shall 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 OFFERS must be accompanied with the Earnest Money equivalent to **5%** of the total value of the offer in the form of Pay order / Demand draft from a scheduled bank in favour of Trading Corporation of Pakistan. The Offers not accompanied by the required earnest money shall not be considered and rejected

4. Tender form containing detailed terms and conditions can be obtained on payment of Rs.2,000/- (non refundable) during office hours at the address given below:-

i **Deputy Manager (Cash),** Trading Corporation of Pakistan (Pvt) Ltd., Block-B, 4th Floor, Finance & Trade, Main Shahrah-e- Faisal, Karachi. Phone No. (021) 99202947-47 Ext235:
ii **Manager, Regional Office,** Trading Corporation of Pakistan (Pvt) Ltd., Building #01, 2nd Floor, Egerton Road, Lahore, Phone No. (042) 99206065
iii **Manager,** Regional Office, Trading Corporation of Pakistan (Pvt) Ltd., 16th Floor, State Life Building No.5. Jinnah Avenue, Islamabad, Phone No. (051) 9222441-2;
iv **Deputy Manager,** TCP Sub Regional Office, Plot No. 26-30 Industrial Estate, Multan, Phone No. (061) 6539195.

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

6. 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 (free of cost).

General Manager (Godowns)
5th Floor, Block-B,
FTC Building, Shahrah-e-Faisal, Karachi
Ph: 021-99202563

Trading Corporation of Pakistan (Pvt.) Limited
4th & 5th Floor, 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 (PVT) LIMITED, KARACHI

No.TCP/Godowns/Sale-Sweeping sugar/2020 December 01st, 2020

TERMS AND CONDITIONS OF TENDER

1. Offers are invited for sale of sugar sweeping lying in TCP's Pipri Godowns in following lots, on as is where is basis:

S. No.	Lot	Quantity
1	One	18.90 MT (approx.) 376 bags of Sweeping Sugar
2	One	23.85 (approx.) 600 bags of Sweeping Sugar
3	One	16.35 (approx.) 406 bags of Sweeping Sugar
4	One	8.59 (approx.) 196 bags of Sweeping Sugar

2. **BASIS OF SALE**

The sale of the above sugar stocks shall be strictly on the following basis:-

a. Gross for net.
b. Sale of sweeping sugar will be made on "as is where is basis".
c. The PMT Offers shall be quoted in Pak Rupees excluding all prevailing taxes which will be paid by the buyer at the time of issuance of delivery order.

3. **PACKING**

The sweeping sugar packed in PP bags.

4. **INSPECTION**

The interested parties may like to inspect the sugar sweeping at TCP's Godown (Pipri, Karachi) on any working day during office hours. The Incharge Pipri Godown will arrange inspection for above mentioned sweeping sugar at Pipri Godown. No subsequent claim whatsoever shall be entertained in respect of the sweeping sugar sold.

5. **SUBMISSION OF OFFERS**

a) Bids will be dropped in the tender box placed at the reception counter of TCP, principal office, 4th Floor, Block-B, Finance & Trade Centre, Shahra-e-Faisal, Karachi, by **1100 Hours on December 18th, 2020** and opened **at 1130 Hours** on the same day 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.

b) Bids shall be submitted on TCP's prescribed bid form at (Annex-I) in sealed envelope latest by 1100 hours, on the date of opening tender. Bids received

through fax, cable, e-mail or any other means except as prescribed above shall not be considered.

c) Copy of valid sales tax registration certificate.

d) Copy of NTN certificate.

e) Letter of authority in favour of authorized person, who will represent the Applicant / bidder in all matters.

f) Firm / individual shall attach an affidavit on stamp paper to this effect that there was no previous litigation with TCP and that the firm or individual have not been black listed by any Government department / autonomous body / TCP, duly attested by Oath Commissioner.

g) Singed and stamped each page of this document, as unconditional acceptance of all terms & conditions.

6. VALIDITY

The bids will remain valid for (30) thirty working days from the date of opening of tender.

7. EARNEST MONEY

i) Offer must be accompanied by Earnest Money equivalent to 5% of the value in the form of Bank pay order / Demand Draft from any scheduled Bank in Pakistan in favour of Trading Corporation of Pakistan (Pvt) Ltd., Karachi.

ii) The Earnest Money shall be returned to the unsuccessful Bidders after finalization of tender.

iii) Offers not accompanied with the required Earnest Money shall not be considered.

iv) TCP has 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 its rights to claim damages / losses and to take any other action.

v) Earnest money of successful Bidder (s), shall be adjusted in the last delivery order.

8. ACCEPTANCE OF OFFERS

Acceptance of offers will be communicated to the successful bidders by a fax and courier or mail letter on the number and address given in the prescribed from (Annex-I).

9. **ISSUANCE OF DELIVERY ORDER**

i. Delivery order shall be issued by the Principal Office.

ii. Clearing charges of bank draft / pay orders from out stations if any are payable by the bidders before issuance of delivery order.

10. **PAYMENT / DELIVERY**

a) The successful bidders shall make payment of allocated quantity (on the basis of quoted price) within (10) ten working days from the date the letter of acceptance is issued. The payment should be made in the form of Bank Pay Order / Demand Draft from a scheduled bank in Pakistan in favour of Trading Corporation of Pakistan (Pvt) Ltd. Karachi.

b) The buyer is responsible to lift entire quantity within 15 working days w.e.f. issuance of Delivery Order. (date of issue of D.O (shall be excluded).

c) In case of non payment made by the party another 15 (fifteen) working days will be given to them subject to payment of financing charges at bank prevailing rates and storage charges @ Rs.12.00 PMT per day. In case party fails to make the payment within extended period, the TCP reserves the right to forfeit the earnest money without notice and the un-lifted stock shall be sold.

d) The delivery shall be made on gross for net basis under supervision of Incharge Pipri (Godowns). No claim whatsoever shall be entertained by TCP once the goods have been physically lifted from the godown.

e) Trucks / vehicles for loading shall not be allowed to enter in the godown after 4.00 PM.

f) Loading charges shall be paid by the buyer at godown at the time of loading directly.

g) The buyer (successful bidder) shall not be allowed to segregate the allocated / sold goods within the TCP's godown premises.

h) Weighment (acceptable only at Pipri Godown Wighbridge) for lifted cargo shall be done under supervision of TCP's nominated official.

i) No part payment is allowed. The buyer has to pay for awarded quantity with in the time given in award letter / as per relevant clause of this tender document, after adjusting the Earnest Money as per Clause-8(v) of this tender document.

11. **OTHER CONDITIONS**

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

b) All taxes / duties, if any levied by the Federal / Provincial Government will be paid in addition to offer price made by the successful bidder.

c) In case of any dispute, the decision of the Chairman / Management of TCP shall be final and shall not be called in any manner before any forum.

12. The bidder shall, in token of acceptance of the terms and conditions of the tender as stated above, would submit their offers on the Performa enclosed at Annex-I.

13. TCP reserves the right to accept or reject any or all offers wholly or partially or bifurcate or increase / decrease the tender quantity or counter the offer (s), as per PPRA.

ANNEXURE-I

(TO BE TYPED AND SIGNED BY THE BIDDERS OR FIRMS PRINTED LETTER PAD)

TRADING CORPORATION OF PAKISTAN (PVT.)LTD.

I/ We _____ S/O _____ have the representing M/s. _____ hereby declare that I/We have inspected stock of sugar sweeping at TCP's Godown Pipri and after proper satisfaction with regards to its quality etc. in token of my / our acceptance thereof, I am/we are submitting this offer and declare that terms and conditions of tender notice No.TCP/Godowns/Sale-Sweeping sugar/2020 dated December 01, 2020, is accepted by me/us.

1. Name of the firm _____
2. Postal address _____
3. CNIC No. _____
4. N.T.No. _____
5. Sales Tax No. _____

DETAIL OF SWEEPING SUGAR

SR. NO.	QUANTITY AVAILABLE WITH TCP FOR SALE	QUANTITY IN (M.T.)	RATE PMT WITHOUT TAXES (Rs.)
1	Sweeping Sugar (...M.T. (Approx.) (... bags)	_____	_____

2. Total cost of Rs._____ (excluding all taxes).

3. Five percent (5%) Earnest Money of the quoted amount for the above offer is enclosed, as per following details.
   i. Amount Rs._____ (Rupees _____).
   ii. Pay order / Bank Draft No._____ dated:- _____ enclosed.

4. We have read the terms and conditions of Tender No.TCP/Godowns/Sale-Sweeping sugar/2020 dated 01-12-2020 and hereby accept all the terms and conditions.

Yours faithfully,

Signature _____

ANNEXURE – II

INTEGRITY PACT

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

[The Seller/Supplier] 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 Seller/Supplier] 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 Seller/Supplier] 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 Seller/Supplier] 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 Seller/Supplier] 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 Seller/Supplier] 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.