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

No. TCP/REOD/PRO/Silica (white) & Calcium Chloride/2025 August 8, 2025

TENDER FOR THE PROCUREMENT OF 25 KG BAGS OF SILICA GEL (WHITE) (GRAIN SIZE 2MM to 4MM) DESICCANT & 20 KG BAGS OF CALCIUM CHLORIDE DESICCANT IN BAGS MADE OF TYVEK PAPER AND/OR NON-WOVEN FABRIC FOR MOISTURE CONTROL.

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state-owned commercial organization working under the administrative control of the Ministry of Commerce, Government of Pakistan, invites bids, for the procurement of 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control from Interested firm(s)/companies/dealers, registered with Income Tax, Sales Tax authorities/Sind Revenue Board (SRB) and on active taxpayer list subject to the terms and conditions specified in Tender Document.

2. Interested firm(s)/companies/dealers registered with Income Tax, Sales Tax authorities/Sindh Revenue Board (SRB), and are on the active taxpayer list, may submit their bids on E-PADS. Bidding will be conducted under Rule 36(a) of the Public Procurement Rules, 2004. i.e., Single Stage One Envelope procedure. Therefore, interested Firms should register themselves on the EPADS at https://eprocure.gov.pk/#/supplier/ registration before the closing date of the tender and submit their bids accordingly. For registration/guidance/training on EPADS, firms/individuals may contact EPADS on the UAN: 051-111-137-237 or through the website www.ppra.org.pk.

3. Tender Documents containing detailed Tender Documents & the Terms and Conditions can be downloaded from TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk) as well and E-PADS website (https:// eprocure.gov.pk).

4. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at the Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before 11:00 A.M on **26-08-2025**. The bids will be opened on the same day at 11:30 A.M in the TCP's Board Room, in the presence of the members of the procurement committee & bidders or their authorized representatives who may wish to be present.

5. The companies/firms, etc. that have defaulted in their contract(s) awarded by TCP, or any other Government/Semi-Government Organization, are not eligible to participate in the tender. The bidder(s) who have not fulfilled their contractual obligation with TCP are also not eligible to participate in the Bid(s) unless they clear their dues along with penalties or fulfill their contractual obligations with TCP before opening the bids. Detailed requirements are indicated in the Tender Document containing the tender terms & conditions.

6. TCP reserves the right to accept or reject any or all offers, wholly or partially, as per PPA Rules, 2004.

Ali Raza Altaf
DGM Incharge (REOD)

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED
TENDER FOR THE PROCUREMENT OF 25 KG BAGS OF SILICA GEL (WHITE) (GRAIN SIZE 2MM to 4MM) DESICCANT & 20 KG BAGS OF CALCIUM CHLORIDE DESICCANT IN BAGS MADE OF TYVEK PAPER AND/OR NON-WOVEN FABRIC FOR MOISTURE CONTROL.

DEFINITION

a) "EMPLOYER/OWNER" means the Trading Corporation Pakistan (TCP).
b) "EMPLOYER'S REPRESENTATIVE" means a person designated by the Trading Corporation of Pakistan to act on behalf of the EMPLOYER in all matters arising out of the contract.
c) "SUPPLIER" wherever used shall mean the successful bidder/companies/firms/person as defined in Income Tax Rules/Ordinance, whose offer has been accepted by the EMPLOYER and who has been awarded the work/service as mentioned in the Scope of Work.
d) "CONTRACT/AGREEMENT" wherever used shall mean mutual, legally enforceable obligations between TCP & the successful bidder whose offer has been accepted.

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TENDER FOR THE PROCUREMENT OF 25 KG BAGS OF SILICA GEL (WHITE) (GRAIN SIZE 2MM to 4MM) DESICCANT & 20 KG BAGS OF CALCIUM CHLORIDE DESICCANT IN BAGS MADE OF TYVEK PAPER AND/OR NON-WOVEN FABRIC FOR MOISTURE CONTROL.

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state-owned commercial organization working under the administrative control of the Ministry of Commerce, Government of Pakistan, invites bids, for the procurement of 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control from Interested firm(s)/companies/dealers, registered with Income Tax, Sales Tax authorities/Sind Revenue Board (SRB) and on active taxpayer list subject to the terms and conditions specified in Tender Document.

SCOPE OF WORK
Item Specification
a) 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control.

1. **PRICES QUOTED: -**

a) Prices shall be quoted in PKR for all items. The price shall be quoted per 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control, inclusive of all prevailing taxes & for delivery at TCP's Pipri, Landi & Korangi Godowns, Karachi, as per the item specifications. The prices so quoted shall be final. No escalation in prices shall be allowed in any case.

b) The employer/owner shall be liable solely for the quoted rate upon which the contract is awarded. No claim for payment in excess of the quoted rate shall be admissible or considered at any stage, under any circumstances whatsoever.

2. **GENERAL CONDITIONS: -**

a) The supplier shall bear all financial costs, including but not limited to all applicable taxes of any nature whatsoever, labor charges, unloading, reloading, and costs associated with the delivery of the items.

b) Any escalation or reduction in statutory levies, duties, or rates imposed by the Government or any competent authority, or any fluctuation in the market prices of specified items during the execution of this Contract, shall be borne solely by the supplier. The employer/owner or any employer representative shall not be liable to entertain or accept any claim whatsoever in respect of such variations.

c) All taxes and duties existing at the time of execution of the Contract, as well as any that may be imposed by the Government during the term of the Contract under this tender, shall be borne solely by the supplier, and no claims in this regard shall be entertained by the employer/owner or any employer representative.

d) The invitation for bids (IFB), the terms and conditions of tender, the bid/offer/proposal submitted by the bidder, the letter of acceptance issued by the employer/owner, and the integrity pact executed by the supplier & the signed contract collectively constitute the contract/agreement between the employer/owner and the supplier. This contractual arrangement shall remain valid and binding along with the execution of the formal

contract/agreement on non-judicial stamp paper of Rs. 100/- denomination as provided in **Annexure-III**.

e) The employer/owner mandates that all participants in the tender process, under their respective contracts, shall adhere to the highest standards of ethical conduct throughout the procurement process and the performance of any resulting contracts. In furtherance of this policy, the following terms are hereby defined:

   i. **"Corrupt Practice"** includes offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party.

   ii. **"Fraudulent practice"** includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

   iii. **"Coercive practice"** includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

f) The bidder involved in practice as mentioned in Section 2(e)(i)(ii)(iii) shall be blacklisted as per the rules.

g) The employer/owner reserves the right to reject any or all bid(s) without giving any reason. TCP reserves the right to scrap the Tender without giving any reason to the bidder(s). TCP shall, upon request, communicate to any bid(s) that submitted a bid(s) or proposal(s) the grounds for rejection of the bid(s) or proposal(s), but TCP is not required to justify those grounds.

h) Bidding will be conducted under Rule 36(a) of the PPA, Rules, 2004. i.e., Single Stage One Envelope procedure.

i) Employer/owner can seek/call for any further documents/clarifications before/after the award of the contract.

j) In case the first lowest bidder fails to provide the required products, or TCP is not satisfied with the provided products, TCP reserves the right to obtain the product from the second lowest bidder. In case the second-lowest bidder fails to provide the required products, or TCP is not satisfied with the provided products, TCP reserves the right to obtain the products from third third-lowest bidder.

3. **SUBMISSION OF BIDS: -**

a) The bids, prepared in accordance with the instructions in the tender documents, must be submitted on E-PADS, on or before 1100 hrs. on 26-08-2025, along with a copy of the Earnest Money. The bid(s) will be opened on the same day at 1130 hrs. in the TCP's Board Room, in the presence of the members of the procurement committee & bidders or their authorized representatives who may wish to be present.

b) The companies/firms, etc., that have defaulted in their contract(s) awarded by the employer/owner, or any other Government/Semi-Government Organization, are not eligible to participate in the tender. The bidder(s) who have not fulfilled their contractual obligation with the employer/owner are also not eligible to participate in the Bid(s) unless they clear their dues along with penalties or fulfill their contractual obligations with the employer/owner before opening the bids. Detailed requirements are indicated in the Tender Document containing the tender terms & conditions.

c) All bid(s) must be submitted through E-PADS. Any and all bid(s) received through fax, email, or any other means, except as prescribed above, shall not be considered.

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

a) There should be no overwriting, cutting, interlineations, alterations, or additions of conditions in the bidding documents. All such bid(s)/proposal(s) shall be declared non-responsive.

b) Separate and distinct rates for each item shall be provided by all bidders.

c) All quoted rates must be inclusive of all applicable taxes. The employer/owner reserves the right to deduct or withhold taxes in accordance with the prevailing laws and regulations.

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

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

a) Complete Tender Document, duly signed and stamped on each/page as acceptance of all terms & conditions.

b) Bid Form provided at **Annexure-I**, duly filled, signed, and stamped.

c) Attested copy of NTN certificates.

d) Attested copy of Sales Tax Registration Certificate.

e) The original bid security/earnest money equivalent to Rs. 800,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP).

f) Copy of security/earnest money equivalent to Rs. 800,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP) attached in E-PADS.

g) An Affidavit on the judicial paper of PKR 100/-, to the effect that the bidders have not been blacklisted by any Government department/autonomous body/TCP.

h) Any other relevant document.

i) Please be advised that the failure to submit any mandatory document may render the bid non-responsive.

6. VALIDITY: -

a) All offers remain valid and binding for sixty (60) working days commencing from the date of bid opening.

7. BID EVALUATION CRITERIA: -

a) Bids shall be evaluated solely based on the lowest price, which has been quoted for each item, provided that the bidder(s) are in full conformity with the terms and conditions outlined in the tender document.

b) The Bidder(s) shall have no right to modify, alter, or withdraw their offer, including but not limited to the price, terms, and conditions, after submission of the bid.

c) Tender shall be awarded based on the lowest quoted price for the items mentioned in the scope of work.

8. EARNEST MONEY/BID SECURITY: -

a) No tender/bid shall be considered as valid unless it is accompanied by earnest money equivalent to Rs. 800,000/- in the form of a bank pay order/demand draft in favor of Trading Corporation of Pakistan (Pvt) Limited, Karachi. No other form of earnest money

will be acceptable. The earnest money shall be liable for forfeiture in case the tender withdraws his tender during the period it is open for acceptance. Bid Security/earnest money 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 contract to the successful bidder.

b) In the case of a successful bidder, it will be held by the employer/owner until the security deposit mentioned in clause 09 has been deposited. The earnest money shall be forfeited if the successful bidder fails to furnish the security deposit within the prescribed time. The earnest money can also be adjusted towards the security deposit.

9. PERFORMANCE GUARANTEE: -

a) The successful bidder shall furnish a bank pay order/demand draft equivalent to 10% of the work order, /- in favor of Trading Corporation of Pakistan (Pvt) Limited, Karachi, within five (05) working days from the date of acceptance of the tender/signing of contract, adjustable for any further work order issued by the employer/owner.

b) The performance guarantee so furnished shall be liable to forfeiture by the employer/owner in the event of breach of any of the terms of the contract or any default on the part of the supplier to perform the contract. Apart from forfeiture of the performance guarantee, the employer/owner shall have the right to purchase the unsupplied quantity of 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control at the risk and cost of the supplier.

c) The Performance Guarantee shall be released after one (1) month following the satisfactory completion of all assigned work, subject to the fulfillment of all obligations and the settlement of any and all claims arising therefrom, in accordance with the Terms and Conditions of the Tender.

d) The Contractor shall have no right to claim, and shall not be entitled to receive, any interest on the Performance Guarantee, irrespective of the time or circumstances of its release, and any such claim shall be deemed inadmissible and shall not be entertained.

10. FORFEITURE / RELEASE OF PERFORMANCE GUARANTEE: -

a) The employer/owner shall forfeit the Performance Guarantee if the contractor: -

(i) The supplier fails to supply the items within five (05) working days of the issuance of the work order.

(ii) Commits any breach of contract or fails to fulfill any terms or conditions of the contract.

11. REQUIRED QUANTITY: -

a) The quantities required & the place of delivery shall be determined by the employer/owner and specified in the Work Order, on an as-needed basis for the specified items from time to time.

12. INSPECTION OF ITEMS: -

a) The items supplied shall be inspected by the employer's representative. The decision of the employers' representative shall be final and binding upon the supplier. In the event of rejection of the material, the said material shall be removed and replaced by the suppliers at their expense within the supply period.

13. PLACE OF INSPECTION: -

a) Inspection of items will be carried out at TCP's godowns in Karachi.

14. DELIVERY PERIOD: -

a) The quantities specified by the Employer/Owner in the Work Order, for the items and in the quantities indicated therein, shall be supplied to the designated Incharge of the godown, as stated in the Work Order, on an as-needed basis, within five (05) working days from the date of issuance of the Work Order.

15. LIQUIDATED DAMAGES: -

a) In the event that the delivery of supplies is delayed beyond the stipulated period, liquidated damages shall be imposed on the supplier at the rate of two percent (2%) of the total value of the current order for each day of delay, or part thereof. In case the delivery of supplies is delayed beyond the stipulated period, the supplier shall inform the employer/owner in writing with proper justification. The Trading Corporation of Pakistan (TCP) reserves the right, at its sole discretion, to either grant an extension of the delivery period for such duration as it deems appropriate or to reject the delayed delivery in its entirety.

16. RISK PURCHASE CLAUSE:

a) In the event of any breach of the terms and conditions of this Contract, the employer/owner shall have the right to obtain the required services from an alternative source. Any additional expenditure incurred by the employer/owner in this regard shall be recoverable from the supplier, either by direct claim or by adjustment against any amounts due or becoming due to the supplier. Furthermore, the supplier shall be liable to indemnify the employer/owner for any and all losses, damages, or additional costs arising therefrom.

17. PENALTY:

a) In addition to any penalty set forth in Clause 09 of the tender documents, the employer/owner may invoke the RISK PURCHASE CLAUSE as mentioned in Clause 16 of the tender documents. Without prejudice to any other rights or remedies available to the employer/owner under this Contract or at law, the employer/owner shall be entitled to forfeit the Performance Guarantee, in whole or in part, upon the occurrence of any of the following events:

b) The supplier breaches any of its obligations hereunder or fails to provide the items in accordance with the specifications of this Contract; or

c) Damage is sustained by the employer/owner arising from any occurrence, act, omission, or commission attributable to the supplier, its employees, or its agents.

18. PAYMENT: -

a) Payment of one hundred percent (100%) of the value of goods supplied under each Work Order shall be made upon submission of sales tax invoices, accompanied by the relevant Inspection Certificate issued by the Employer's Representative and the Goods Receipt Note issued by the Incharge of Pipri Godowns. Applicable taxes shall be deducted or levied in accordance with prevailing laws and regulations.

19. ARBITRATION CLAUSE: -

a) Any difference, dispute, or claim whatsoever arising out of or in connection with this Contract, including its interpretation, performance, or fulfillment, shall, to the extent possible, be resolved amicably between the supplier and the employer/owner. Failing such amicable resolution, the matter shall be referred to the Chairman of Trading Corporation of Pakistan (TCP), who shall act as the sole arbitrator. The decision rendered by the Chairman TCP in such capacity shall be final, conclusive, and binding upon both parties.

ANNEXURE - I

The Deputy General Manager (REOD),
Trading Corporation of Pakistan (Pvt.) Limited
04th& 05th Floor, Finance & Trade Centre,
Shahra-e-Faisal, Karachi.

Respected Sir,

With reference to your advertisement which appeared in the newspaper _____ on _____ 2025, I/We _____S/o_____ _____, representing M/s._____, offer for the supply of rolls of 25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant & 20 kg bags of Calcium Chloride desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control when required. I/We understand all the terms & conditions of this tender document and all the terms & conditions of this tender document and accept them unconditionally.

Particulars are given below:

Status of bidder : Individual / Company / Firm / Sole proprietor / AoP / Others.

Name _____;
CNIC No. _____;
Address _____;
_____;
Mobile No./Land Line No. _____;
Email ID _____;
NTN No. _____;
STN No. _____;
Signature _____
Date _____

Item Specification	Rate Quoted (inclusive of all taxes)
25 kg bags of Silica Gel (white) (Grain size 2mm to 4mm) desiccant in bags made of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control	**Rs.** **Per 25 KG**
20 kg bags of Calcium Chloride desiccant in bags mad of Tyvek paper and/or non-woven fabric for desiccant for Moisture Control	**Rs.** **Per 20 KG**

Signature: _____
Stamp:

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 the 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.

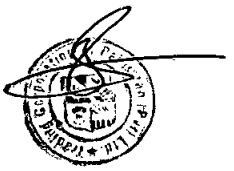
Without limiting the generality of the foregoing, the contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or 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.

Notwithstanding any rights and remedies exercised by TCP, the 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.



AGREEMENT FOR HANDLING OF BAGGED SUGAR CARGO
BETWEEN
TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED (TCP)
AND
[NAME OF SUPPLIER]

1. PARTIES:

Trading Corporation of Pakistan (Pvt.) Limited, a company incorporated under the Companies Ordinance, 1984, having its principal office at Block B, 4th, 5th & 8th Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan (hereinafter referred to as the **"Employer" or "TCP"**),

AND

M/s. _____, having its registered office at _____, (hereinafter referred to as the **"Supplier"**), which expression shall, where the context so permits, include their successors, legal heirs, and assigns.

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2. SCOPE OF WORK

The Contractor agrees to provide the specified items mentioned in the tender documents at the designated godown(s), strictly in accordance with the detailed Scope of Work, as outlined in the tender documents hereto and forming an integral part of this Agreement.

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3. PERFORMANCE GUARANTEE

The Supplier has submitted a **Performance Guarantee** amounting to **Rs.** _____, Vide **Pay Order No.** _____ **dated** _____, issued by _____ **Bank.**
This guarantee shall be refundable only upon **satisfactory completion** of contractual obligations, subject to no breach or default. **No interest** shall be payable on the performance guarantee.

TCP shall have the right to **forfeit** the Performance Guarantee under the conditions described in Clause 09 of the tender document.

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4. CONTRACT PERIOD

This Agreement shall remain valid for a period of **one hundred & eighty (180) working days** from the date of signing. The employer/owner may, at its sole discretion, **extend or renew** this Agreement for another **one hundred & sixty (180) working days**, subject to satisfactory performance and mutual agreement.

5. PAYMENT TERMS

Payment of one hundred percent (100%) of the value of goods supplied under each Work Order shall be made upon submission of invoices, accompanied by the relevant Inspection Certificate issued by the Employer's Representative and the Goods Receipt Note issued by the Incharge of Pipri Godowns. Applicable taxes shall be deducted or levied in accordance with prevailing laws and regulations.

6. TAXES AND DUTIES

All **applicable taxes, levies, and statutory dues** shall be borne solely by the supplier. TCP shall not entertain any claim in this regard, including but not limited to changes in wage rates, CBA-imposed charges, or fluctuations in fuel prices.

7. PENALTIES & LIQUIDATED DAMAGES

If the delivery of supplies is delayed beyond the stipulated period, liquidated damages shall be imposed on the supplier at the rate of two percent (2%) of the total value of the current order for each day of delay, or part thereof. The Trading Corporation of Pakistan (TCP) reserves the right, at its sole discretion, to either grant an extension of the delivery period for such duration as it deems appropriate or to reject the delayed delivery in its entirety.

In addition to any penalty set forth in Clause 09 of the tender documents, the employer/owner may invoke the RISK PURCHASE CLAUSE as mentioned in Clause 16 of the tender documents. Without prejudice to any other rights or remedies available to the employer/owner under this Contract or at law, the employer/owner shall be entitled to forfeit the Performance Guarantee, in whole or in part, upon the occurrence of any of the following events:

The supplier breaches any of its obligations hereunder or fails to provide the items in accordance with the specifications of this Contract; or

Damage is sustained by the employer/owner arising from any occurrence, act, omission, or commission attributable to the supplier, its employees, or its agents.

8. TERMINATION & CANCELLATION

TCP may, at its sole discretion, **terminate this Agreement** without prior notice in case of failure to perform, breach of contract, or any act of default. Upon termination, TCP shall reserve the right to:

- Forfeit the Performance Guarantee.
- Recover any losses/damages.

- Engage alternate contractors at the risk and cost of the original Contractor.

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9. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be attempted to be resolved **amicably**. Failing which, the matter shall be referred to the **Chairman TCP**, who shall act as **sole arbitrator**, and whose decision shall be **final and binding** on both parties.

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10. RISK PURCHASE CLAUSE

In the event of default, TCP reserves the right to arrange alternate services from another party/supplier. All additional expenses thus incurred shall be recoverable from the supplier, including through deduction from pending payments or legal recovery.

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11. ENTIRE AGREEMENT

This Agreement, including **"The Tender Documents" (Scope of Work, Penalties, Terms & Conditions)**, constitutes the entire understanding between the Parties and supersedes all previous communications, promises, or agreements.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

For and on behalf of TCP:
Signature: _____
Name: _____
Designation: _____
Seal:

For and on behalf of the Contractor:
Signature: _____
Name: _____
Designation: _____
Seal: