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

No. TCP/REOD/PEST & RODENT/2025 August 26, 2025

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TENDER FOR PEST & RODENT 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, under Rule-42(d)(iii) read with 13 (1) of PPRA Rules, 2004, from the firm(s)/companies, AOP, etc., that specialize in fumigation pest/rodent control for the fumigation & pest/rodent control in its Pipri & Korangi Godowns for storage of sugar from Interested firm(s)/companies, AOP, etc., 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. Tender document containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, bid evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders on payment of PKR 2,000/- (Pak Rupees Two Thousand only), which can be purchased during 0830 hours to 1630 hours from following offices (Except Saturday & Sunday), till 1030 hours on **04th September, 2025**, from:

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

(ii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Edgerton Road, Lahore (Phone No.042-99206065-78); and

(iii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 114, Street 11, PHAF Residencia, Kurri Road, Islamabad (Tel: 051-9450441- 42).

3. The tender documents can also be downloaded from the official websites of TCP (www.tcp.gov.pk) and PPRA (www.ppra.org.pk). However, the receipt of purchase of tender documents can be obtained from the cash section of TCP against the payment of PKR 2,000/- (Pak Rupees Two Thousand only) Or Pay order of equal amount can be attached with bid, prior to dropping the bid envelope in the tender box within the specified time as mentioned in the tender documents.

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 **04th September, 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. TCP reserves the right to accept or reject any or all offers, wholly or partially, as per PPRA Rules, 2004.

Ali Raza Altaf
DGM Incharge (REOD)

Trading Corporation of Pakistan (Pvt) Limited
4th & 5th Floor, Block B, Finance & Trade Center,
Shahrah-e-Faisal, Karachi. 75530
(Pakistan)

EMERGING PAKISTAN

www : tcp.gov.pk
Tel : (92-21) 99202947-9 UAN: 111-827-000
Fax : (92-21) 99202722, 99202595 & 9920731
Email : tcp@tcp.gov.pk

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

TENDER FOR PEST & RODENT 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) "SERVICE PROVIDER" wherever used shall mean the successful bidder/companies/firms/person/AOP 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 PEST & RODENT 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, from the firm(s)/companies, AOP, etc., that specialize in fumigation pest/rodent control for the fumigation & pest/rodent control in its Pipri & Korangi Godowns for storage of sugar from Interested firm(s)/companies, AOP, etc., 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

Comprehensive Fumigation and Pest/Rodent Control

The Service Provider shall carry out fumigation and integrated pest and rodent control treatment at the TCP's Pipri and Korangi Godowns, ensuring that there shall be no damage to stored commodities (sugar).

Pipri Godown – Detailed Area Specifications

At the Pipri Godown, pest and rodent control services shall be performed in and around the following storage structures:

a) House-Type Godown, having a covered area of approximately 12,000 square feet; and

b) Binishell Godown, having a covered area of approximately 8,654 square feet.

c) The treatment shall include both internal and external perimeters of the aforementioned structures, including surrounding open areas deemed necessary for effective pest control.

Korangi Godown – Area Specifications

At the Korangi Godown, the pest and rodent control measures shall be carried out in and around the following storage structures:

a) House-Type Godown, having a covered area of approximately 10,000 square feet.

b) This includes the interior and exterior perimeters, as well as any adjacent areas susceptible to pest or rodent activity, including surrounding open areas deemed necessary for effective pest control.

Designation of Treatment Areas

a) The exact godown(s) and associated areas requiring pest and rodent control treatment shall be identified, designated, and communicated by the Employer/Owner, or by an Employer's Representative.

b) The Service Provider shall, on his own initiative and at his own expense, conduct a thorough inspection and assessment of all godowns under the scope of services before the submission of the tender

c) Pursuant to such a survey, the Service Provider shall identify specific locations and areas that require preventive or remedial measures for pest and rodent control. The findings of such an assessment, along with recommendations for appropriate control measures, shall be formally communicated in writing to the Employer's Representative without undue delay.

Use of Medicine

a) The chemicals, substances, or medicinal formulations utilized by the service provider in the course of fumigation, whether for pest control or rodent control purposes, shall be of a non-contaminating nature.

b) All materials employed in the fumigation process must be non-toxic and safe for human exposure under normal and foreseeable conditions of use. The service provider shall ensure that all such substances comply with applicable health, safety, and environmental regulations and that appropriate safety data sheets (SDS) are maintained and made available upon request.

c) The chemicals, pesticides, or any other substances utilized by the Service Provider for the purposes of fumigation, pest control, or rodent control shall be of such composition and application as to ensure that they do not, under any circumstances, cause contamination, or degradation of the commodity (i.e., sugar) to be stored in the godowns. The Service Provider shall ensure that all pest control measures are compliant with applicable health, safety, and environmental regulations and that the integrity, safety, and quality of the sugar to be stored is fully preserved at all times.

Regular and recurring on-site inspection

a) The Service Provider shall ensure that its personnel carry out regular inspections of the aforementioned sites, with a minimum frequency of four (04) visits per calendar month. These visits shall be undertaken for the purpose of verifying the efficacy of the fumigation activities carried out for pest and rodent control. The Service Provider shall further ensure that appropriate remedial measures are promptly implemented, where necessary, to maintain the desired standard of pest management. The service provider shall submit a written report to the Employer's Representative for each and every visit.

1. **PRICES QUOTED: -**

a) The prices shall be quoted separately in Pakistani Rupees (PKR) for the provision of Fumigation Services & Pest/Rodent Control. Such quoted prices must be inclusive of the cost of all fumigation chemicals, materials, equipment, labor, and any and all ancillary or incidental services necessary for the effective execution of Fumigation Services & Pest/Rodent Control measures. These services shall be carried out within the vicinity of the House Type and Binishell godowns and inside House Type and Binishell, as may be identified, indicated, or designated from time to time by the Employer/Owner, or the Employer's Representative at the Pipri and Korangi godown premises of the TCP.

b) The price shall be quoted per godown for the Fumigation Services & Pest/Rodent Control, inclusive of all prevailing taxes at TCP's Pipri & Korangi Godowns, Karachi, as per the scope of work. The prices so quoted shall be final. No escalation in prices shall be allowed in any case.

c) 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 service provider 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 Fumigation Services & Pest/Rodent Control.

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 service provider. 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 service provider, 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 service provider & the signed contract collectively constitute the contract/agreement between the employer/owner and the service provider. 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 services, or TCP is not satisfied with the provided services, TCP reserves the right to obtain the services from the second lowest bidder. In case the second-lowest bidder fails to provide the required services, or TCP is not satisfied with the services provided, TCP reserves the right to obtain the services from the third-lowest bidder.

3. **SUBMISSION OF BIDS: -**

a. 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 1100 hrs. on 04th September 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.

b. All bid(s) shall be submitted strictly in accordance with the Bid Form proforma provided at **Annexure-I**

c. The companies/firms, etc., that have defaulted in their contract(s) awarded by the 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 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.

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 service 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. 300,000/- in the form of a Demand Draft or Pay Order in the name of Trading Corporation of Pakistan (TCP).

f) 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.

g) Brief Company Profile, Booklets, and Brochures of the medicines to be used should be enclosed/ attached with the Tender documents.

h) Details of similar services provided during the last two years.

i) Any other relevant document.

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

k) The Service Provider shall certify on its company letterhead that the chemicals utilized for fumigation and pest/rodent control are non-contaminating, non-hazardous to humans, and shall in no way impair the stored cargo (sugar).

l) Tender Purchase receipt should be enclosed in original, otherwise a pay-order of Rs.2,000/- in favor of Trading Corporation of Pakistan should be enclosed.

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 service, 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 services 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. 300,000/- 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 the following clause 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 5% of the amount 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 work order. The performance guarantee shall be retained for the period of the contract & shall be considered for any and all work orders issued during the period of the contract.

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 services mentioned in the scope of work of the tender. Apart from forfeiture of the performance guarantee, the employer/owner shall have the right to acquire the services mentioned in the scope of work at the risk and cost of the service provider from any other service provider.

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

d) The service provider 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 service provider: -

(i) The service provider fails to provide the services within five (05) working days of the acceptance of the work order.

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

11. **INSPECTION OF SERVICES: -**

a) The services provided shall be inspected by the employer's representative. The decision of the employer's representative shall be final and binding upon the service provider.

12. **PLACE OF INSPECTION: -**

a) Inspection will be carried out at TCP's Pipri & Korangi godowns in Karachi.

13. **PERIOD OF CONTRACT: -**

a) The duration of the contract/agreement shall initially span one (01) year commencing from the date of signing of the contract. The employer/owner reserves the right to extend or renew the contract for an additional period of one (01) year.

14. **LIQUIDATED DAMAGES: -**

a) Should the Service Provider fail to commence the Works by the Specified Timeframe, the Service Provider shall be liable to pay Liquidated Damages to TCP at the rate of two percent (2%) of the total value of each relevant Work Order for each Day of Delay, prorated for part thereof. In the event of any such delay beyond the Specified Timeframe, the Service Provider shall promptly provide TCP (as Employer) with a written notice detailing the justification for the delay. TCP reserves the absolute right, in its sole discretion, either to grant the Service Provider an extension of time for such period as TCP may deem reasonable or to reject the delayed performance and terminate the Agreement for default, without prejudice to any other rights or remedies available under this Contract/Agreement or at law.

b) In the event the Service Provider fails to procure that its personnel conduct regular inspections of the aforementioned sites with a minimum frequency of four (4) visits per calendar month, the Employer/Owner shall be entitled to deduct, as liquidated damages, a sum of PKR 5,000 (PKR Five Thousand) for each such missed visit from any amounts otherwise payable to the Service Provider.

15. **RISK PURCHASE CLAUSE:**

c) 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 service provider, either by direct claim or by adjustment against any amounts due or becoming due to the service provider. Furthermore, the service provider shall be liable to indemnify the employer/owner for any and all losses, damages, or additional costs arising therefrom.

16. **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 15 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 service provider breaches any of its obligations hereunder or fails to provide the services 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 service provider, its employees, or its agents.

17. **PAYMENT: -**

a) Payment shall be remitted by the Employer/Owner to the Service Provider upon the Service Provider's submission of separate invoices for fumigation services and pest/rodent control services rendered with respect to both godowns (specifically, Pipri and Korangi), following the satisfactory completion of the relevant assignments. The invoice for pest/rodent control services shall be submitted monthly. Conversely, the invoice for fumigation services shall constitute an aggregate lump-sum invoice covering all godowns fumigated pursuant to a

specific Work Order. As a condition precedent to payment processing, the Service Provider shall submit the following duly completed documents:

i. Service Provider's Invoice separate for Pipri and Korangi Godowns.

ii. Copy of valid NTN, Sales Tax Registration certificate, etc.

iii. Proof of Active Taxpayer Status.

iv. Reports duly signed and verified by the Service Provider and Godown Incharge, Pipri & Korangi Godown.

v. Banking details (bank account should be in the name of the bidder).

vi. Any other document, if required by TCP.

18. 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 service provider 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 services of Fumigation & Pest/Rodent Control as and when required. I/We understand all the terms & conditions of this tender document and all the terms & conditions of this tender document and accept unconditionally;

RATES FOR HOUSE TYPE (12,000 SQ.FT) (Including all applicable taxes & other expenses if any)	
Fumigation	Rs. (Per Godown)
Pest/Rodent Control	Rs (Per Month Per Godown)
RATES FOR BINISHELL (8,654 SQ.FT) (Including all applicable taxes & other expenses if any)	
Fumigation	Rs. (Per Godown)
Rodent Control	Rs (Per Month Per Godown)
RATES FOR HOUSE TYPE (10,000 SQ.FT) (Including all applicable taxes & other expenses if any)	
Fumigation	Rs. (Per Godown)
Rodent Control	Rs (Per Month Per Godown)

Note: The Service Provider shall complete the Fumigation and Pest/Rodent Control within 10 days from the date of issuance of the Award Letter. Besides, the Service Provider shall ensure regular inspections of the aforementioned sites, with a minimum frequency of four (04) visits per calendar month.

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 _____

Signature: _____

Stamp:

ANNEXURE - II

INTEGRITY PACT

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

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 SERVICE PROVIDER]

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 **"Service Provider"**), which expression shall, where the context so permits, include their successors, legal heirs, and assigns.

2. SCOPE OF WORK

The Service Provider 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.

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.

4. CONTRACT PERIOD

This Agreement shall remain valid for a period of **one (01) year** from the date of signing. The employer/owner may, at its sole discretion, **extend or renew** this Agreement for another **one (01) year**, subject to satisfactory performance and mutual agreement.

5. PAYMENT TERMS

Payment shall be remitted by the Employer/Owner to the Service Provider upon the Service Provider's submission of separate invoices for fumigation services and pest/rodent control services rendered with respect to both godowns (specifically, Pipri and Korangi), following the satisfactory completion of the relevant assignments. The invoice for pest/rodent control services shall be submitted monthly. Conversely, the invoice for fumigation services shall constitute an aggregate lump-sum invoice covering all godowns fumigated pursuant to a

specific Work Order. As a condition precedent to payment processing, the Service Provider shall submit the following duly completed documents:

i. Service Provider's Invoice separate for Pipri and Korangi Godowns.
ii. Copy of valid NTN, Sales Tax Registration certificate, etc.
iii. Proof of Active Taxpayer Status.
iv. Reports duly signed and verified by the Service Provider and Godown Incharge, Pipri & Korangi Godown.
v. Banking details (bank account should be in the name of the bidder).
vi. Any other document, if required by TCP.

6. TAXES AND DUTIES

All **applicable taxes, levies, and statutory dues** shall be borne solely by the service provider. 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

Should the Service Provider fail to commence the Works by the Specified Timeframe, the Service Provider shall be liable to pay Liquidated Damages to TCP at the rate of two percent (2%) of the total value of each relevant Work Order for each Day of Delay, prorated for part thereof. In the event of any such delay beyond the Specified Timeframe, the Service Provider shall promptly provide TCP (as Employer) with a written notice detailing the justification for the delay. TCP reserves the absolute right, in its sole discretion, either to grant the Service Provider an extension of time for such period as TCP may deem reasonable or to reject the delayed performance and terminate the Agreement for default, without prejudice to any other rights or remedies available under this Contract/Agreement or at law.

In the event the Service Provider fails to procure that its personnel conduct regular inspections of the aforementioned sites with a minimum frequency of four (4) visits per calendar month, the Client shall be entitled to deduct, as liquidated damages, a sum of PKR 5,000 (PKR Five Thousand) for each such missed visit from any amounts otherwise payable to the Service Provider.

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 15 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:

a) The service provider breaches any of its obligations hereunder or fails to provide the services in accordance with the specifications of this Contract; or

b) Damage is sustained by the employer/owner arising from any occurrence, act, omission, or commission attributable to the service provider, 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 an alternate service provider at the risk and cost of the original service provider.

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.

10. RISK PURCHASE CLAUSE

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

11. PERIOD OF CONTRACT: -

The duration of the contract/agreement shall initially span one (01) year commencing from the date of signing of the contract. The employer/owner reserves the right to extend or renew the contract for an additional period of one (01) year.

12. 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 Service Provider:
Signature: _____
Name: _____
Designation: _____
Seal: