TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No. TCP/LCP&QAD/Sugar/(MUQ)/2022

25th February, 2022

TENDER NOTICE / INVITATION FOR BIDS FOR HIRING THE SERVICES OF MUQADDAM & SECURITY SERVICES PROVIDERS AT GODOWNS

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, invites sealed bids, for appointment of Muqaddams/Security Service Provider to provide the services as custodian of TCP's purchased/procured sugar stocks, placed in Godowns. The rates are to be quoted per person i.e., Muqaddam(s) and Security Personnel(s) (with and without weapon), per month basis of inclusive of all duties, taxes and all other expenses whatsoever.

2. Interested parties having valid license and registered with the concerned authorities as mentioned in Tender Document (without which bid/contract is liable to be cancelled) of Muqaddams/Security Service Provider may submit their sealed offer/bids, to be dropped in the Tender Box placed at the Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrh-e-Faisal, Karachi on 15th March, 2022 at 10:30 am. Bid(s) must be accompanied with an earnest money of Rs. 200,000/= (Rupees Two Hundred Thousand Only) in the form of Pay Order/Bank Daft from a scheduled Bank in Pakistan in favour of Trading Corporation of Pakistan (Pvt) Ltd, Karachi. Bids not accompanied with the required earnest money shall not be considered. The bids received will be opened on the same day at 11:00 am in TCP's Board Room, in the presence of bidders or their authorized representatives who may wish to be present.

3. Tender documents containing detailed terms and conditions, can be purchased from the following offices of TCP on payment of Rs.2,000/= on all working days (Monday to Friday) from 9.00 am to 5.00 pm after publication of the tender till 10.00 am on 15th March, 2022 or may be downloaded from TCP's websites www.tcp.gov.pk OR PPRA's www.ppra.org.pk and shall be submitted with Pay Order/Demand Draft of Rs.2,000/= as tender fee.

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

b. Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Egerton Road, Lahore (Phone: 042-99206065-7).

c. Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street-II, PHAF Residencia, Kurri Road, Islamabad (Phone: 051-9222441-2).

d. Sub-Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., Plot # 26-30, Industrial Estate, Multan. (Ph # 0300-7317240).

4. A pre-bid meeting shall be held on 9th March, 2022 in the Board Room of TCP's Head Office, Karachi at 11:00Hrs. Interested bidders are encouraged to participate.

5. TCP reserves the right to accept or reject any or all offers as per provisions of PP Rules, 2004.

25/2/22

(Sher Muhammad Mahar)
DGM Incharge (LCP&QAD)
021-99202726

HIRING THE SERVICES OF MUQADDAM & SECURITY SERVICES PROVIDERS AT GODOWNS

TERMS AND CONDITIONS

1. GENERAL CONDITION:

a. The Trading Corporation of Pakistan (TCP) is a state-owned commercial organization set up by the Government of Pakistan in July, 1967 as Private Limited Company registered under the then Companies Act 1913 (now amended as Companies Act 2017) with sole ownership and under the administrative control of Ministry of Commerce. TCP is acting as a public sector trade house i.e., exports of agriculture consumer Sugar Stocks/Goods and import of essential commodities under specific directives of the Government. Besides, International trading, TCP also conducts domestic operation/ trading which include procurement/sale of locally produced Sugar Stocks/Goods/essential commodities to stabilize their prices and supply position in the domestic market, whenever directed by the Federal Government.

b. The Trading Corporation of Pakistan (Private) Limited invites sealed bid(s) for appointment of a single company providing both Muqaddam & Security Services for TCP's procured sugar stocks, placed/stored in the godowns in the premises located in different parts of the country.

c. The Muqaddams & Security Service Providers who are individually and/or collectively blacklisted, declared defaulter, suspended or terminated due to poor performance from any Public Sector Organization/Government Body Government Department are not eligible.

2. MANDATORY REQUIREMENTS/ELIGIBILITY:

a. ISO 9000 Quality Certified, Attached Copy of Valid Certificate.
b. NOC from Provincial Home Department of Sindh, Punjab, KPK, GB, AJ&K, ICT.
c. The company should be manning 24/7 operation control room
d. Firm should provide proof of and be registered with EOBI and (SESSI, PESSI and KESSI) and should also be paying the required subscriptions regularly.
e. Firm should provide proof of and be registered with APSAA (All Pakistan Security Agencies Association) and APSAA imparted Firing Practice to Security Guards.
f. Independent Frequency duly approved & valid license by PTA, all legal requirements to operate Walkie Talkie sets at all locations available with the Security Company. Attach following:
    i. Copy of Valid PTA license for use of Walkie Talkie / Wireless Communication.
g. The Security Company should have provided 100 X security Supervisors/Guards in wholesome to at least two different organizations during last three years. (Excluding TCP). Attach following:
    i. Duly signed and attested copies of the respective Service Orders/Agreements.

3. FIRM FINANCIAL STATUS:

a. Average documented annual turnover in last 3 years between Rs. 300 to Rs. 500 million.
b. Attach copies of Audited Financial Reports / Bank account statement/ income tax returns for relevant period.
c. Number of Years, the Firm is established and experience required for security services must be of 15 Years or more.
d. Please provide relevant evidence undertaking from organization, where services were

provided.

e. Clientele (Exclusive of Work Orders issued by TCP) in last three years. It must include Multinationals+ Private Limited+ Public Sector.
f. Attach list of clients with complete contact information and at least one reference letter from any client
g. Valid License(s) for Security Operations all over Pakistan is required.
h. Provide copies of all the relevant SOPs/Manuals/Guidelines of the Company.
i. Location(s) of Head Office/ Regional Offices (All over Pakistan).

4. INELIGIBILITY:

a. Muqaddams/Security Service Provider who have defaulted with the TCP or any other Federal / Provincial Government(s) are not eligible to participate in the tender.
b. Muqaddams and Security Services Providers not registered with FBR & Provincial Revenue Authorities for the past 10 years and not on the active tax payers list are not eligible,
c. Bid not complying with the instructions or submitted conditionally or submitted without required documents or required bid/earnest money are liable to rejection.

5. SUBMISSION OF BIDS/ OFFERS:

Offer(s) should invariably be accompanied with the following documents:

a. Bids along with original receipt of purchase of tender documents in the name of the Bidder.
b. All the documents enclosed with the bid should be duly signed and stamped on each page, where necessary, including the Bid Form as per **Annex-I**, and Pay Order/Bank Draft of earnest money.
c. Bids shall be accompanied with an earnest money of **Rs. 200,000/- (Rupees Two Hundred Thousand)** in the form of Pay Order/Bank Draft in favor of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within thirty days of finalization of tender.
d. Name and address of the firm with telephone and fax numbers and e-mail address, along with names of Muqaddams/Security Person(s) with detail of CNIC and their cell numbers required to be furnished by the successful bidder.
e. Affidavit to the effect that there was no previous litigation of the firm/company with TCP &/or any Government department/SOE/Autonomous body/Corporation and that the firm/company has not been blacklisted by any Government Department/Autonomous Body/Corporation etc.
f. Financial status report of the company about its financial standing and business integrity by the company's bank along with bank statement showing trace transactions of last six months. The financial worthiness certificate from the concerned bank on its letter head stating the financial health of the company.
g. NTN Certificate.
h. GST Certificate.
i. TCP reserve rights to demand/call any other information for the sake of documents/information, which may include the EOBI's contribution and other matter relates to the service of employees.
j. TCP reserve rights to obtain clarification from the firm/company prior to at any time, even while considering the bid(s).
k. Affidavit to the effect that the company shall not post such person as Muqaddam/Security Person at any godown who himself is the worker or has any relation with the Management/Officials of any sugar mills or godown owner.
l. Affidavit to the effect that the company shall not render the Muqaddam/Security Person services for any bank or financial institution at the same godown where he is required to render services for TCP.
m. The Rates are to be quoted per person i.e., **Muqaddam(s) and Security Personnel(s) (with and without weapon)** per month (inclusive of all duties, taxes and all other expenses whatsoever)

6. EVALUATION CRITERIA:

a. The evaluation will be carried out only for those bidder(s) who qualifies the requirements mentioned at Clause. 2 & 3 above.
b. TCP will examine the documents to determine completeness, general orderliness and sufficiency of response.
c. Failure to complete the requirement as specified in the document and/or to provide written answers to any further questions or requested additional information for clarification will result in the Muqaddams/Security Service Provider elimination from further consideration, if deemed fit by the TCP.
d. The sealed bids will be opened by the Committee constituted by the TCP's Management for this purpose and shall be examined by the Bid Evaluation Committee in accordance with requirement as detailed in the tender document as well as in accordance with the relevant rules, regulations and instructions laid down by the Public Procurement Regulatory Authority.
e. TCP will have the right to examine all documents relating to the performance of such services to determine capability.
f. TCP will have the right to inspect the business premises of the applicant at any time, and to see the available resources, if deemed appropriate.
g. TCP's decision shall be final for hiring service of Muqaddams/Security Service Provider, TCP reserve rights to accept/reject the request, if deemed appropriate, subject to approval by the Competent Authority of the Corporation.
h. Bids will be evaluated solely on quality of the services being offered as well as the cost thereof, subject to their conformity with terms and conditions of bid/tender documents. Any condition, alternation, overwriting etc, will attract declare the offer as non-responsive.

7. VALIDITY OF OFFER(S):

The offer(s) shall remain valid for acceptance for **10 working days** w.e.f. the date of opening of tender.

8. BASIS OF OFFERS/ PRICE/RATE:

a. Price/Rate/Salary should be quoted in Pak rupees per godown/per person.
b. Price/salary should include all the expenditure, including provision of direct and indirect taxes, working on Saturday/Sunday holidays, and all, kinds of expenditure, whatsoever.
c. Any claim beyond the offered price shall not be entertained by the TCP.

9. PERFORMANCE GUARANTEE:

a. Successful Bidder will be required to furnish a Performance Guarantee, of Rs. 1,000,000/ = (One Million) in the form of Pay Order/Demand Draft in Pak Rupees in favour of Trading Corporation of Pakistan (Pvt) Ltd., for due and satisfactory performance against the contract/award of tender.
b. The bidder shall submit performance guarantee within three (3) calendar days of award of contract/tender including the day of issuance of award letter.
c. The Performance Guarantee shall be released after completion of period within 15 days, subject to satisfactory performance of the Muqaddams/Security Service Provider as per agreement.
d. The Performance Guarantee will be released to the Muqaddams/Security Service Provider on successful and satisfactory performance. No claim shall lie against the TCP in respect of interest on Performance Guarantee regardless of the time of its release.
e. In case of delay in settlement of the TCP's claims against the stocks with the sugar mills, the Performance Guarantee of the Muqaddams/Security Service Provider can be withheld

by the TCP till settlement of the claim.

10. SIGNING/ PROVISION OF DOCUMENTS:

In case of award of the tender/contract, the Muqaddams/Security Service Provider/ Firms/ Companies/bidder shall be responsible to sign the agreement with TCP within three (3) calendar days after submission of Performance Guarantee and also 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. The format of agreement to be signed with the successful bidder is attached as **(Annexure-III).**

11. JOB DESCRIPTION/ FUNCTIONS:

The Sugar Stocks/Goods after inspection by TCP's independent inspection agency would be stored in safe, secured and covered godown and sealed by the inspection agents of TCP. Thereafter, the sealed Sugar Stocks/Goods/ consignments would be handed over to the Muqaddams/Security Service Provider/ Firms/ Companies/bidder for the purpose of proper security who will take care of the following: -

a. Quantity is to be checked on random basis.
b. Muqaddams/Chowkidars/Guards will remain present/available round the clock at godown premises including Saturday/Sunday and Holidays.
c. Stocks reports are to be submitted on monthly basis.
d. Company's crested stocks register is to be maintained regularly.
e. Bin Cards / Stocks cards are to be placed on the stocks.
f. That the Muqaddams/Security Service Provider shall keep the Sugar Stocks/Goods in identifiable position under their watch as well as lock and key.
g. In case any problem is faced by the service provider, the same may be communicated to TCP verbally and in writing for necessary action without any delay.
h. The Muqaddams/Security Service Provider shall ensure their presence at the time of survey/ inspection/surprise visits by TCP's nominated surveyors/ representatives etc and after successful completion of required formalities, shall sign the handing over - taking over certificate or any other requisite report, on the date.
i. That the Muqaddams/Security Service Provider shall not give delivery of such Sugar Stocks/Goods either in full or in part to any person(s) without a written Delivery Order issued duly signed by the authorized officer(s) of TCP.
j. That the Muqaddams/Security Service Provider shall be liable for all losses, shortages, theft, damages and pilferages etc to the Sugar Stocks/Goods, which the TCP suffer for any reason whatsoever.
k. That the Muqaddams/Security Service Provider shall indemnify and keep indemnified the TCP against all such losses/damage unconditionally and without any legal recourse.
l. The Service Provider shall give prior intimation to TCP before changing the Muqaddams/Security Person at any godown.
m. The Muqaddams/Security Service Provider shall remain in contact with the concerned officials of TCP, to be nominated by TCP round the clock.
n. TCP will intimate the Muqaddams/Security Service Provider and Sugar Mill(s) to whom Sugar purchase contract is awarded, for carrying out storage facility security audit immediately where TCP's stocks will be stored.

12. PAYMENT:

The Monthly payment will be made after the end of month for services provided within seven working days after fulfillment of codal formalities. The Muqaddams/Security Service Provider shall be required to submit the following documents along with bill: -

a. Invoice with covering letter, both duly signed and stamped by authorized officer.
b. Monthly stock report indicating the stock/lifting position.
c. Monthly attendance report duly signed by the representative(s) of concerned godown and Muqaddams/Security Service Provider.
d. Original set of daily lifting report duly signed by the Muqaddams/Security Service Provider.
e. Company crested stock register on monthly basis.
f. Federal/Provincial Taxes will be deducted, as per law.

13. PERIOD OF CONTRACT:

The contract shall remain in force for a period of one year from the date of signing of the contract and extendable for a further period of six months at sole discretion of TCP, however, after the expiry of the initial term or any extension(s) or renewal(s) thereof, the Muqaddams/Security Service Provider shall continue to render services till such time that the TCP releases it in writing of its duties. The Muqaddams/Security Service Provider shall be entitled for payment of such services provided during the period in accordance with the rate agreed by TCP.

14. RECOVERY OF LOSSES:

In case of fault/negligence/conflict of interest found on the part of Muqaddam/Security Service Provider, TCP can arrange the recovery of losses from Muqaddams/Security Service Provider by encashing/forfeiture of Performance Guarantee and penalize the Muqaddam/Security Service Provider, which may include forfeiture of the Performance Guarantee in addition to lodging claims to recover the amount to the tune of total losses incurred along with 100% penalty of the losses. Besides, recovery TCP reserve the right to suspend/delist/blacklist the Muqaddams/Security Service Provider.

15. RESOLUTION OF DIFFERENCE/ DISPUTE BY ARBITRATION:

Any dispute or difference between the parties touching, concerning or arising out of the contract which cannot be settled amicably shall finally and in a binding manner be settled by arbitration under the Pakistan Arbitration Act, 1940 by two arbitrators. Each party will appoint one arbitrator and the two arbitrators so appointed shall appoint an umpire before entering upon the reference. The Arbitration shall be conducted in Karachi and in English. It is also agreed/clarified that the courts at Karachi have jurisdiction.

16. DEFAULT:

In the event of a default to perform the contract, the TCP may terminate the contract, forfeit Performance Bond/Pay Order and/or blacklist the Company. TCP also reserves the right to claim its damages through the Court of Law.

ANNEXURE-I

To be Printed on Company's Letter Head

TRADING CORPORATION OF PAKISTAN PRIVATE LIMITED

BID FROM FOR MUQADDAM

Reference your advertisement which appeared in the daily---------- ----------dated----------we offer the following rates on per month per person basis for muqaddam/security personnel up to deliveries of sugar to TCP's nominated buyers/parties.

S. NO	FUNCTIONS	PARTICULARS	Rates Per Month Per Person Basis Inclusive of All Government Duties, Taxes and all other expenses whatsoever (In PKR)
01	All functions as mentioned by TCP in tender document including services for muqaddam(s) / security personnel(s) upto deliveries of sugar to TCP's nominated buyers/parties etc	Muqaddam:	**Per Person Rs.**
		Security Personnel, without weapon:	**Per Person Rs.**
		Security Personnel, with Weapon.	**Per Person Rs.**

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

Signature: ----------

Name: ----------

CNIC No: ----------

Designation: ----------

Company: ----------

NTN No: ----------

Date: ----------

Stamp: ----------

ANNEXURE-II

On Rs. 100/= Stamp Paper

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

INTEGRITY PACT

Declaration of fees, commission and brokerage etc. payable by the Muqaddams.

[Muqaddams/Security Service Provider] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from TCP through any corrupt business practice.

Without limiting the generality of the foregoing, [Muqaddams/Security Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. 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 of including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, except that which has been expressly declared pursuant hereto.

[Muqaddams/Security Service Provider] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with TCP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Muqaddams/Security 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 under any law, contract or other instl·ument] be voidable at the option of TCP.

Notwithstanding any rights and remedies exercised by TCP in this regard, [Muqaddams/Security Service Provider] agrees to indemnify TCP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Muqaddams/Security Service Provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contractual right, interest, privilege, or other obligation or benefit in whatsoever form from TCP.

ANNEXURE-III

AGREEMENT WITH MUQADDAM/SECURITY SERVICES PROVIDER

THIS AGREEMENT MADE AT Karachi on this----------day of February, 2022.

BETWEEN

TRADING CORPORATION OF PAKISTAN ((PVT) LTD.(TCP), having its principal office at 4th & 5th Floor, Block-B Finance & Trade Centre, Shahar-e-Faisal, Karachi-75530 (Pakistan) (Which expression shall include its successions in interest and assigns) of **the first part.**

AND

M/s.----------
---------National Tax No.----------having its Registered Office at (Muqaddams/Security Service Provider/ Firms/ Companies which terms shall include its successor-in-interest permitted assigns) **of the second part.**

WHEREAS

i. The TCP needs services of Muqaddams/Security Service Provider/ Firms/ Companies (hereinafter also referred to as the "Contractors") in order to take and maintain control/possession of the goods on behalf of TCP.

ii. The Muqaddams/Security Service Provider/ Firms/ Companies have represented to TCP that they have the requisite expertise, know-how and facilities already available with them to provide the required services to TCP.

iii. During the continuance of the custody of stocks, the goods will be stored in godown(s) as approved by the TCP.

iv. Based on the representation of the Muqaddams/Security Service Provider/ Firms/ Companies, the TCP agrees to avail services offered by the companies in respect of the goods stored in the godown on certain terms and conditions, which the parties are desirous of reducing into writing.

NOW THEREFORE, THIS AGREEMENT WITHESSETH AS FOLLOW

1. **APPOINTMENT:**
   a) The TCP hereby appoints M/s.---------- as Muqaddams/Security Service Provider inrespect of the goods stored at the godowns and authorized it to take-over and maintain control / possession of the goods on behalf of the TCP and not to release the same unless the written instructions of the TCP have been obtained to release the goods whether in whole or in part thereof.
   b) That M/s._____who had furnished a bankers payment Order of Rs.1,000,000/= as Performance Guarantee after allocation of work which will be refundable after successful completion of the assignments.

2. **TERMS:**

The appointment is made herein for initial period of one year extendable for the further period of three to six months if deemed appropriate by the Management of TCP. However, after the expiry of the initial term or any extension(s) or renewal(s) thereof, the contractors shall continue to render services till such time that the TCP release it in writing of its duties. The Muqaddams/Security Service Provider shall only be entitled for payment of such services provided during the period in accordance with the rate agreed by TCP.

3. **PERSONNEL:**

a. Muqaddams/Security Service Provider shall provide, at their own expenses and responsibility, service of godown staff for 24 hours duty and shall ensure that the godowns are not left unattended at any time during the terms of this agreement including during any weekly, festival and religious holidays. The Muqaddams/Security Service Provider/ Firms/ Companies shall be responsible for the actions of all personnel posted by them to the godowns and each godown staff or other person so posted shall be an employee of the Muqaddams/Security Service Provider/ Firms/ Companies during the terms of any such assignment at the godowns. The Muqaddams/Security Service Provider/ Firms/ Companies shall accordingly, indemnify the TCP against any and all actions, processing, damages cost, claims, demands, expense or losses (whether direct or indirect) which the TCP may suffer or sustain as a result of any action or omission attributable to any such person posted at godown. The Muqaddams/Security Service Provider/ Firms/ Companies agreed that the TCP may in its sole discretion, reject any godowns staff or other person posted at the godown by the Muqaddams/Security Service Provider/ Firms/ Companies and in such event, the Muqaddams/Security Service Provider/ Firms/ Companies will forthwith post another employee, acceptable to the TCP, at the godown. For the avoidance of doubt the provisions of this clause are reiterated.

b. Nothing contained herein shall render the personnel sent by the Muqaddams/Security Service Provider/ Firms/ Companies of the godowns to perform the duties undertaken by the Muqaddams/Security Service Provider herein to be the employee of the Company. The Muqaddams/Security Service Provider/ Firms/ Companies shall themselves be responsible to pay the salaries and other dues, taxes, levies and cess payable under various laws in respect of the personal deputed by the Company to work at the godowns.

4. **DUTIES AND RESPONSIBILITIES OF THE MUQADDAM:**

a) The Muqaddams/Security Service Provider shall render or cause to be rendered such services as may be required by the TCP, including but not limited to undertake regular detailed inspections of the goods in their control / possession and providing period reports of the conditions and quantity of the said goods to the TCP, labeling placing and storing the goods in such manner as the TCP may require, releasing the goods in accordance with the condition and safeguards as specified by the TCP through their duly authorized representatives and taking all the steps and doing all deeds and things to provide confirmed safe custody of the goods stored at the godowns at all times for the benefit of the TCP.

b) That the Muqaddams/Security Service Provider shall take all precautions to save and protect the sugar stocks/goods purchased by TCP and kept in their custody under pledge.

c) That the Muqaddams/Security Service Provider shall keep the sugar stocks/goods held by it on TCP's behalf separately from all other stocks/goods and shall display the name of TCP on the Board at the places where such stocks/goods are stored indicating "Goods pledge with TCP" in a manner that the Board cannot be removed easily and shall allow only authorized representatives of TCP to access to such stocks/goods at all times.

d) That the Muqaddams/Security Service Provider shall keep the stocks/goods in identifiable position under lock and key.

e) That the Muqaddams/Security Service Provider shall not give delivery of such stocks/goods either in full or in part to any person(s) without a written Delivery Order issued duly signed b y the authorized officer(s) of TCP.

f) That the Muqaddams/Security Service Provider shall properly ensure that the keys of the godown would remain with their appointed godown keeper at site/location.

g) That if there is any removal, misappropriation, theft, of stocks/goods the Muqaddams/Security Service Provider shall promptly report the matter same to concerned Police Station and lodge FIR with the police and accordingly inform to TCP.

h) That the Muqaddams/Security Service Provider shall be liable for all losses, shortages, theft, damages and pilferages etc to the stocks/goods, which the TCP suffer for any reason whatsoever.

i) That the Muqaddams/Security Service Provider shall indemnify and keep indemnified the TCP against all such losses/damages unconditionally and without any legal recourse.

j) TCP will intimate the Muqaddams/Security Service Provider and Sugar Mill(s) whom Sugar purchase contract awarded for carrying out storage facility security audit immediately where TCP's stocks will be stored.

k) That the Muqqadam/Security Service providers shall maintain a 24/7 liaison with TCP through their control room and with TCPs control room.

5. **FUNCTION:**

The goods after having inspection by TCP's independent inspection agency, would be stored in safe, secured and covered godown and sealed by the inspection agents of TCP. Thereafter, the sealed goods / consignments would be handed over to the Muqaddams/Security Service Provider/ Firms/ Companies or their designated officials for the purpose of proper security who will take care of the following: -

a. Quantity is to be checked on random basis.
b. Guards/Chowkidars are posted round the clock at mills premises.
c. Stocks reports are to be submitted on monthly basis.
d. Company's crested stocks register is to be maintained regularly.
e. Bin Cards / Stocks cards are to be placed on the stocks.
f. In case any problem is faced, the same may be communicated to TCP i n writing for rectification without any delay.

6. **FAILURE TO PERFORM THE CONTRACT:**

In the event of a default to perform the contract, the TCP may forfeit Performance Bond/Pay

Order and blacklist the Company. TCP also reserves the right to claim its damages through the Court of Law along with 100% penalty of the losses.

7. **PAYMENT:**

The payment to the Company for the services rendered as the Muqaddams/Security Service Provider under this Agreement will be made by TCP at agreed rates and taxes will be deducted, as per law/applicable tax rules.

8. **TERMINATION:**

The Corporation reserves the right to terminate the contract for breach of any of the foregoing terms and conditions without prejudice to other remedies. The TCP shall have right to terminate this Agreement at any time without giving any reason thereof subject to the upto date payment of the dues of the Muqaddams/Security Service Provider/ Firms/ Companies by the TCP for the services rendered till the date of such termination. Clause 13 of the Agreement shall govern the rights/duties and obligations of both parties in case of termination of contract.

9. **INDEPENDENCE OF THE COMPANY:**

It is expressly agreed between the parties concerned that the Company is independent and nothing contained herein shall constitute the Muqaddams/Security Service Provider/ Firms/ Companies or any member of their personnel to be an agent or employees of the TCP and their liabilities shall be thus governed accordingly. The Muqaddam/Service provider shall also submit an affidavit to the effect that there is no conflict of interest of the Company and/or the employees being deployed at various godowns, with any vendor of the TCP, either directly or indirectly.

10. **JURISDICTION:**

This agreement is being made at Karachi irrespective of the location of the godown. The Courts at Karachi of competent jurisdiction shall have the exclusive jurisdiction to adjudicate upon any matter between the parties.

11. **TOTAL UNDERSTANDING:**

This agreement embodies the total agreement of the parties on the subject and there are no other understandings, oral or written between the parties in respect thereof. No amendment or variation of this Agreement shall be effective unless same has been reduced in writing and signed by both the parties hereon.

12. **DURATION OF AGREEMENT**

This agreement shall remain effective for a period of one-year w.e.f. _____ as per Clause 13 of the Tender Document.

13. **RESOLUTION OF DIFFERENCE OR DISPUTE:**

Any dispute or difference between the parties touching, concerning or arising out of the

contract which cannot be settled amicably shall finally and in a binding manner be settled by arbitration under the Pakistan Arbitration Act, 1940 by two arbitrators. Each party will appoint one arbitrator and the two arbitrators so appointed shall appoint an umpire before entering upon the reference. The Arbitration shall be conducted in Karachi and in English. It is also agreed/clarified that the courts at Karachi have jurisdiction.

IN WINTESS WHEREOF, the parties have signed this agreement on the date and place first above mentioned.

_____	_____
TCP	CONTRACTOR CNIC No._____
_____	_____
WITNESS CNIC No._____	WITNESS CNIC No._____

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

MINUTES OF PRE-BID MEETING HELD ON 9TH MARCH, 2022 AT 11:00 AM IN THE BOARD ROOM OF TRADING CORPORATION OF PAKISTAN (PVT) LTD ON HIRING THE SERVICE OF MUQADDAM/SECURITY SERVICE PROVIDER

A Pre-Bid meeting was held on 9th March, 2022, in the Board Room of TCP's Head Office, Karachi at 11:00 Hrs in respect to the Tender Notice/Invitation for Bids published in the National Newspapers for Hiring the Services of Muqaddam and Security Services Providers. The Bids are to be opened on 15th March, 2022, at 11:00 am in TCP's Board Room in the presence of bidders or their authorized representatives. The officials of TCP and representatives of Companies/Firms who attended the meeting are as follows. The attendance sheets are at **(Annex-I & II)**:-

Sr. No.	NAME OF OFFICIAL	DESIGNATION
01	Mr. Sher Muhammad Mahar	DGM Incharge (LCP & QAD),TCP
02	Mr. Khizer Hayat	General Manager (REM & Security),TCP
03	Mr. Mir Muhammad Raza	Manager (LCP & QAD),TCP
04	Mr. Ayaz Mahar	Assistant Manager (LCP & QAD),TCP

Sr. No.	NAME OF COMPANY	REPRESENTATIVE NAME
01	M/s. F.S.S Regional Office South Zone	Major Amjad (R) and Major Mazhar (R)
02	GB Security Services	Mr. Zaheer Ahmed
03	Muhafiz Associates (Pvt) Ltd	Mr. Ghulam Muhammad

2. The DGM Incharge (LCP & QAD) welcomed all the participants and presented an introduction on the subject matter and also informed theparticipantsthat the tender is required to be submitted on the mentioned date and time, and any delay on bidder's part in this regard may lead to rejection of bid and so disqualification from the bidding process. The Chair opened the forum for discussion and the prospective Bidders were given the platform to ask/clarify any query relating to the Terms & Conditions of the Tender Document. All representatives were fully satisfied with the Terms & Conditions and did not raise any query with regard to the clauses of the Tender Document.

3. The meeting ended with a vote of thanks.

(Sher Muhammad Mahar)
DGM Incharge (LCP & QAD)

(Khizer Hayat)
General Manager (REM & Security)

(Syed Shakeel Ahmed)
Executive Director (Finance)

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