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

No. TCP/LCP&QAD/Sugar/(MUQ)/2022 — 18th March 2022

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

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 across Pakistan. The rates are to be quoted per person i.e., **Muqaddam(s) and Security Personnel(s) (with and without weapon)**, per month basis, inclusive of all duties, taxes, and all other expenses whatsoever.

2. **Bidding will be conducted under Rule 36(b) of the Public Procurement Rules 2004 i.e., Single Stage Two Envelop procedure.**

3. Interested and eligible Companies having valid license and registered with the concerned authorities as mentioned in Tender Document (without which bid shall not be considered) of Muqaddams/Security Service Provider may submit their sealed offer/bids comprising of **Two (2) separate envelopes in respect of Technical Proposal and Financial Proposal (clearly marked on each envelop)** to be dropped in the Tender Box placed at the Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi on **06-04-2022 at 10:30 am.** The Technical Proposals shall be opened in the TCP's Board Room on the same day at **11:00 am,** in the presence of bidders or their authorized representatives who may wish to be present. Financial Proposal of technically responsive firms shall be opened later on.

4. 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.

5. Documents containing detailed Tender Terms and Conditions can be purchased on payment of Rs.2,000/- (non refundable) w.e.f. **21-03-2022**, on all working days (Monday to Friday from 9:00 a.m. to 5:00 pm) from following offices or can be downloaded from TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk) till **10:00** am on **06-04-2022,** for which a separate pay order of Rs.2,000/- should be submitted along with the bid documents, otherwise the bid(s) will be declared non-responsive:-

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

b. 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).

6. **A pre-bid meeting shall be held on 29-03-2022 in the Board Room of TCP's Head Office, Karachi at 11:00 am interested bidders are encouraged to participate.**

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

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

Trading Corporation of Pakistan (Pvt.) Limited
4th & 5th Floor, Block B, Finance & Trade Centre,
Shahrea Faisal, Karachi. 75530
(Pakistan)

www: tcp.gov.pk
Tel: (92-21) 99202947-9
Fax: (92-21) 99202722, 99202595 & 99202731
Email: tcp@tcp.gov.pk

EMERGING PAKISTAN

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

HIRING THE SERVICES OF MUQADDAM & SECURITY SERVICES PROVIDERS AT GODOWNS

SINGLE STAGE-TWO ENVELOPES

BIDDING AND CONTRACT DOCUMENT

Deputy General Manager (In charge)
Local Commodity Procurement & Quality Assurance Division
FTC Building, Block-B, 4th Floor,
Main Sharah-e-Faisal, Karachi, Pakistan

1. **INSTRUCTION TO THE BIDDERS:**

1.1 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 across Pakistan. The rates are to be quoted per person **i.e., Muqaddam(s) and Security Personnel(s) (with and without weapon),** per month basis, inclusive of all duties, taxes, and all other expenses whatsoever.

1.2 **Bidding will be conducted under Rule 36(b) of the Public Procurement Rules 2004 i.e., Single Stage Two Envelope procedure.**

1.3 Interested and eligible Companies having valid license and registered with the concerned authorities as mentioned in Tender Document (without which bid shall not be considered) of Muqaddams/Security Service Provider may submit their sealed offer/bids comprising of **Two (2) separate envelopes in respect of Technical Proposal and Financial Proposal (clearly marked on each envelop)** to be dropped in the Tender Box placed at the Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi on **06-04-2022 at 10:30 am.** The Technical Proposals shall be opened in the TCP's Board Room on the same day at **11:00 am**, in the presence of bidders or their authorized representatives who may wish to be present. Financial Proposal of technically responsive firms shall be opened later on.

1.4 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/Bank Guarantee from a scheduled Bank in Pakistan in favor of Trading Corporation of Pakistan (Pvt) Ltd, Karachi. Bids not accompanied with the required earnest money shall not be considered.

1.5 A pre-bid meeting shall be held on 29-03-2022 in the Board Room of TCP's Head Office, Karachi at 11:00 am interested bidders are encouraged to participate.

1.6 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.

1.7 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 and/or Government Department are not eligible.

1.8 **The bidders will be informed the date and time and will be required to present a presentation to the Bid Evaluation Committee on its technical bid (Mandatory).**

1.9 The Technical Bid of bidder declared successful by the Bid Evaluation Committee will be informed along with the date, time and venue of opening of Financial Bids, whereas financial bids of unsuccessful bidders will be returned unopened with the intimation of their failure.

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

2. **BIDDING DOCUMENT:**

The bidding document, in addition to Invitation for Bids is stated below:

a. Technical proposal

b. Financial Proposal

a. **Technical Proposal:**

i) Mandatory Requirements **(As mentioned in Clause-6)**

ii) Firm Financial status **(As mentioned in Clause-7)**

iii) Integrity pact **(As per Annex-II)**

iv) Contract Agreement **(As per Annex-III)**

b. **Financial Proposal:**

i) Bid Form/Financial Proposal **(As per Annex-I)**

3. **TECHNICAL PROPOSAL EVALUATION CRITERIA FOR MUQADDAM/SECURITY SERVICE PROVIDER**

A) MANDATORY REQUIREMENTS:	**30 Marks**
ISO 9000 Quality Certified.	05
NOC from Provincial Home Department of Sindh, Punjab, KPK, GB, AJ&K, ICT or copy of letter from Provincial Home Department of Sindh, Punjab, KPK, GB, AJ&K, ICT confirming that NOC request received and is in process.	05
Entity should provide proof of and be registered with EOBI and (SESSI, PESSI and KESSI) and should also be paying the required subscriptions regularly.	05
Entity should provide proof of and be registered with All Pakistan Security Agencies Association (APSAA) and APSAA imparted Firing Practice to Security Guards.	05
Independent Frequency duly approved & valid license by PTA, all legal requirements to operate Walkie Talkie sets at all locations available with the entity.	05
Duly signed and attested copies of the respective service orders/agreements **(The Security Company should have provided at least 100 security Supervisors/Guards to at least two different organizations during last three years (Excluding TCP).**	05
B) FINANCIAL SOUNDNESS/STATUS:	**30 Marks**
Documentation showing annual turnover in each of the last 3 years between Rs. 300 to Rs. 500 million.	10
Firms / company's financial audit reports for last three years duly certified by a Chartered Accountant firm.	10
Firms / company's Bank Statements for last three years along with concerned Banks cover letter. Financial status report of the company about its financial standing and business integrity by the company's. The financial worthiness certificate from the concerned bank on its letter head stating the financial health of the company.	10
C) PRESENTATION ON TECHNICAL BID: Companies will be required to present a presentation to the Bid Evaluation Committee (BEC) and Management of TCP on Technical Bid.	**40 Marks**
Total Marks:	**100**

Note: **The bidder is required to enclose the documents/information as mentioned in the Tender documents otherwise the offer shall not be considered.**
The qualifying marks in technical evaluation is minimum 85. The company acquiring below 85 marks shall be declared as non-responsive.

4. **CLARIFICATION OF BIDDING DOCUMENT:**

Any prospective Bidder requiring any clarification(s) in respect of the bidding documents may notify the Corporation in writing at the address:

Deputy General Manager (In charge),
LCP&QA Division
Trading Corporation of Pakistan (Pvt) Ltd
FTC Building, Block-B, 4TH Floor,
Main Shahrah-e-Faisal
Karachi, Pakistan
Phone #: +92-21-99202726
Email: shermahar@gmail.com

The Corporation will respond to any request for clarification which he receives earlier than (07) days prior to the deadline for submission of bids.

5. **MANDATORY REQUIREMENTS/ELIGIBILITY:**

The Entity shall be required to submit the following to be eligible with their technical bid:

a. ISO 9000 Quality Certified, Attached Copy of Valid Certificate.
b. Valid NOC from Provincial Home Department of Sindh, Punjab, KPK, GB, AJ&K, ICT, or copy of letter from Provincial Home Department of Sindh, Punjab, KPK, GB, AJ&K, ICT confirming that NOC request received and is in process.
c. The entity should be currently running24/7 operation control room (BEC can visit the control room, if required).
d. Entity should provide proof of and be registered with EOBI and (SESSI, PESSI and KESSI) and should also be paying the required subscriptions regularly.
e. Entity should provide proof of and be registered with All Pakistan Security Agencies Association (APSAA) and APSAA imparted Firing Practice to Security Guards.
f. Document showing the number of years for which the Entity is established. The experience required for security services must be of at least 15 Years or more.
g. Relevant evidence from organizations where services were provided by the entity.
h. List of clients (Exclusive of Work Orders issued by TCP) in last three years. It must include Multinationals+ Private Limited+ Public Sector.
i. Attach list of clients with complete contact information and at least one reference letter from any client.
j. Valid License(s)/ for Security Operations all over Pakistan or confirmation in writing from License issuing authority that renewal request in is process.
k. Copies of all the relevant SOPs/Manuals/Guidelines of the Entity.
l. Location(s) of Head Office/ Regional Offices (All over Pakistan).
m. Company Profile along with name and address of the company 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.
n. Affidavit to the effect that there was no previous litigation of the entity with TCP and/or any Government Department/SOE/Autonomous Body/Corporation and that the company has not been blacklisted by any Government Department/Autonomous Body/Corporation including TCP etc.
o. NTN Certificate and GST Certificate.
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.
p. 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.

q. TCP reserve rights to obtain clarification from the entity at any time, even while considering the bid(s).

r. Affidavit to the effect that the entity shall not post such person as Muqaddam/Security Person at any godown where such person is the worker or has any relation with the Management/Officials of any sugar mills or godown owner.

s. Affidavit to the effect that the entity 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.

t. Independent Frequency duly approved & valid license by PTA, all legal requirements to operate Walkie Talkie sets at all locations available with the entity. The Entity shall attach the following:

i) Copy of Valid PTA license for use of Walkie Talkie / Wireless Communication.

u. The Security Company should have provided at least 100 security Supervisors/Guards to at least two different organizations during last three years (Excluding TCP). The Entity shall attach the following:

i) Duly signed and attested copies of the respective service orders/agreements.

6. **ENTITY'SFINANCIAL STATUS:**

The Entity shall be required to submit the following to be eligible with their Technical Bid:

i) Documentation showing annual turnover in each of the last 3 years between Rs. 300 to Rs. 500 million.

ii) Firms / company's financial audit reports for last three years duly certified by a Chartered Accountant firm.

iii) Firms / company's bank statements for last three years along with concerned bank covering letter. Financial status report of the company about its financial standing and business integrity by the company's. The financial worthiness certificate from the concerned bank on its letter head stating the financial health of the company.

7. **INELIGIBILITY:**

a. Muqaddams/Security Service Provider who has defaulted with the TCP or any other Federal/Provincial Government(s) is 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 taxpayers list is 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 be rejected.

8. **SUBMISSION OF BIDS/OFFERS:**

8.1. Each Bidder shall submit his Bid as under:

(a) The original Bid Security must be sealed in a separate envelope titled " Bid Security" if the Bid Security is not found in confirmation with the stipulation of the Bid Document, the actual Bid shall be rejected and returned to the bidder unopened.

8.2 Technical/Financial Bid(s) should invariably be accompanied with the following documents:

a. Original receipt of purchase of tender documents in the name of the Bidder.

b. All the documents as per clause 5 above required to be enclosed with the bid should be duly signed and stamped on each page,

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/Bank Guarantee 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. The Rates in the Financial Proposal 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).

9. **EVALUATION CRITERIA:**

a. The technical evaluation will be carried out only for those bidder(s) who qualifies the requirements mentioned at Clauses 5 & 6 above.

b. TCP will examine the documents to determine completeness, general order lines 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's 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, over writing etc., will attract declare the offer as non-responsive. Writing etc., will attract declare the offers non-responsive.

10. **VALIDITY OF OFFER(S):**

The offer(s) shall remain valid for acceptance for **30 working days** w.e.f. the date of opening of tender.

11. **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.

12. **BID SECURITY/EARNEST MONEY:**

a. 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/Bank Guarantee 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.

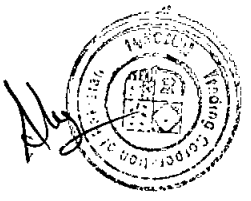
b. The Bid security of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid validity.

c. The Bid security of the successful Bidders will be returned when the Bidder has furnished the required Performance Security and signed the Contract.

d. The Bid Security may be forfeited, in the case successful Bidder fails within the specified time limit to furnish the required Performance Security and sign the Contract Agreement.

13. **PERFORMANCE SECURITY/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.

14. **SIGNING/PROVISION OF DOCUMENTS**:

In case of award of the tender/contract, the Muqaddams/Security Service Provider/Companies/bidder shall 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 an integral part of the contract. The format of agreement to be signed with the successful bidder is attached as **(Annexure-III).**

15. **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/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. Muqaddams/Security Service Provider shall keep the Sugar Stocks/Goods in identifiable position under their watch and under 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 Providers 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. 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.

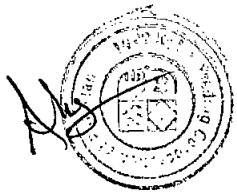
j. Muqaddams/Security Service Provider shall be liable for all losses, shortages, theft, damages and pilferages etc. to the Sugar Stocks/Goods, which the TCP suffer for any reason whatsoever.

k. 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 shall 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.

16. **PAYMENT:**

Monthly payment shall be made after 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.

17. **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.

18. **RECOVERY OF LOSSES:**

In case of fault/negligence/conflict of interest found on the part of Muqaddam/Security Service Provider, TCP may 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. Furthermore, TCP reserves the right to suspend/delist/blacklist the Muqaddams/Security Service Provider.

19. **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.

20. **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.

Sr. 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) up to 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 kick back, 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 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 installment be voidable at the option of TCP.

Not with standing 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 from TCP.

AGREEMENT WITH MUQADDAM/SECURITY SERVICES PROVIDER

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

BETWEEN

TRADING CORPORATION OF PAKISTAN ((PVT) LTD (TCP), having its principal office at 4th & 5th Floor, Block-B Finance & Trade Centre, Shahrah-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/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/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/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/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 in respect of the goods stored at the godowns and authorizes 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) M/s._____who had furnished a bankers payment Order of Rs.1,000,000/= as Performance Guarantee shall be refundable after successful discharge obligations under this Agreement.

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 TCP. However, after the expiry of the initial term or any extension(s) or renewal(s) thereof, Muqaddams/Security Service Provider shall continue to render services till such time that the TCP releases Muqaddams/Security Service Provider of its duties in. 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/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/Companies during the terms of any such assignment at the godowns. The Muqaddams/Security Service Provider/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/Companies and in such event, the Muqaddams/Security Service Provider/Companies will forthwith post another employee, acceptable to the TCP, at the godown.

b. Nothing contained herein shall render the personnel sent by the Muqaddams/Security Service Provider/Companies of the godowns to perform the duties undertaken by the Muqaddams/Security Service Provider herein to be the employee of TCP. The Muqaddams/Security Service Provider/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 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) 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) 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) Muqaddams/Security Service Provider shall keep the stocks/goods in identifiable position

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

e) 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 by the authorized officer(s) of TCP.

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

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

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

i) Muqaddams/Security Service Provider shall indemnify and keep indemnified TCP against all such losses/damages incurred under this Agreement, unconditionally and without any legal recourse.

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

k) Muqaddam/Security Service providers shall maintain a 24/7 liaison with TCP's control room through their 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/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 in 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 Contractors for the services rendered by the Muqaddams/Security Service Provider/Companies under this Agreement will be made by TCP at agreed rates and taxes will be deducted, as per law/applicable tax rules.

8. TERMINATION:

TCP shall have right to terminate this Agreement at any time without giving any reason thereof subject to the up to date payment of the dues of the Muqaddams/Security Service Provider/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 TCP is independent, and nothing contained herein shall constitute the Muqaddams/Security Service Provider/Companies or any member of their personnel to be an agent or employees of the TCP and their liabilities shall be thus governed accordingly. Muqaddam/Service provider shall also submit an affidavit to the effect that there is no conflict of interest of Muqaddam/Service provider and/or the employees being deployed at various godowns, with TCP or its vendor, either directly or indirectly.

10. 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.

11. 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.

12. 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.

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

_____	_____
TCP	CONTRACTOR
	NIC NO._____
_____	_____
WITNESS	WITNESS
NIC NO._____	NIC NO._____