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

No.TCP/REBD/DSG/SOLAR-PIPRI/102/2024 21st June, 2024.

NOTICE FOR INVITING TENDER

RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S UNDER PPRA RULE # 37-A FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a State-Owned Commercial Organization working under the administrative control of Ministry of Commerce, has received an Unsolicited Proposal and as per PPRA Rule-37 (A). TCP invites **"Single-Stage One Envelope"** sealed bids from the registered firms with Income Tax who are active on Taxpayers list & non- defaulter of Federal Board of Revenue / SRB and other Government Agencies for **Renting Out Roof Tops of House Type Godown's at Pipri Godown** located at Main National Highway near Steel Town, Karachi.

2. The Bid Security in original to be attached with the Bid is **1,000,000/=** in the form of Bank Draft / Pay order (refundable) drawn in favor of "Trading Corporation of Pakistan (Pvt) Limited.

3. The bids shall be prepared in accordance with instructions in the tender / bidding document and shall be dropped in the Tender box placed at TCP's office situated at 4th floor, Block-B, FTC Building, Karachi before Closing date for submission of bid is **12th July, 2024 by 1100 hours**. The bids shall be opened on the **same day at 1130 hours** in the presence of the Bidders or their authorized representative who wish to be present, in Board Room of TCP, FTC Building, Block-B, 4TH Floor, Shahrah-e-Faisal, Karachi.

4. Tender Document containing terms & conditions can be obtained on payment of Rs.2,000/- (Rupees two thousand only) during office hours from publication of this notice till **12-07-2024 by closing hours** from following offices of TCP.

i. Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Limited,
Address available at TCP's websites.
ii. Manager Regional Office, Trading Corporation of Pakistan (Pvt.) Limited,
2nd Floor, LDA Plaza, Egerton Road, Lahore.
iii. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Limited,
4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi,
(Phone: 021-99202947-49 Ext. 235).

5. The tender documents can also be downloaded from TCP's website **www.tcp.gov.pk and PPRA's website www.ppra.org.pk**. Interested parties would however be required to provide separate Demand Draft/Pay Order of Rs.2,000/- as tender documents fee while submitting the bids without which their bids will not be accepted.

6. As per PPRA Rule 36, TCP reserve the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal in accordance with Public Procurement Rules, 2004.

7. Any instrument /document/ information found fake or dishonored at any stage would result in blacklisting and legal action as per law against the firm/company.

21-6-24

General Manager (REBD)
Phone 021-99202563

Trading Corporation of Pakistan (Pvt) Limited
4th & 5th Floor, Block B, Finance & Trade Center,
Shahrah-e-Faisal, Karachi. 75530
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www : tcp.gov.pk
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Email : tcp@tcp.gov.pk

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN

TENDER FOR

RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S UNDER PPRA RULE # 37-A FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

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General Manager (REBD)
Phone 021-99202563

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/REBD/DSG/SOLAR-PIPRI/102/2024 21st June, 2024.

DETAILED TERMS AND CONDITIONS FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN AT TCP' PIPRI GODOWN FOR SOLAR PANELS

All Terms and Conditions mentioned in the tender documents shall be the part and parcel of the Agreement.

1.1. Trading Corporation of Pakistan Private Limited ('**TCP**') having its House Type Godowns located at Main National Highway Pipri, Karachi requires to rent out roof tops of Godowns for Installation of Solar Panels on Roof Tops for a mega project of 30 MWand above **.(One composite bid is required for the whole project, bids less than 30 MW are not acceptable)**

1.2. The roof tops can be hired against monthly rent basis per sq feet for **Installation of Solar Panels for Solar Power Project**. This purpose shall be mentioned by the party in their offer. The necessary repair / maintenance of the hired premises shall be arranged by the tenant after taking over the possession, however, such repair/maintenance shall be subject to approval by the DGM/GM (REOD) and shall be made under supervision of TCP's Engineer/Supervisor/Consultant. Any structural change is not to be allowed under any circumstances unless approved be the management in writing.

1.3. All necessary licensing/permissions/NOCs are to be arranged by bidder himself for the project.

1.4. All necessary financing for the project are the responsibility of the bidder and to be arranged by the bidder.

1.5. Interested parties may submit their offers on the prescribed Performa, duly filled in all respect, clearly mentioning offered rates for per square feet per month, annual increment offered and grace period required as per terms & conditions of tender document **(Annex-II).**

1.6. Available spaces can be visited by interested parties during office hours. Any Person visiting shall prove his identity along with a copy of CNIC.

1.7. Details of available spaces and purpose of rent are given below: -

Types	Location	Area
Roof Top of 215 House Type Godowns	PipriGodown,TCP	1.6 Million sq. ft Approx

1.8. Actual Area of the roof tops will be measured by the successful bidder and TCP designated team before signing of the agreement and same will be mentioned in the Agreement between TCP and Successful bidder.

1.9. The Roof Tops would be rented out after the signing of tenancy agreement for a period of **25 years** extendable subject to terms and conditions of this tender document.

1.10. The tenancy agreement shall be signed with the successful bidder after the award of the contract.

1.11. In order to encourage the Bidders, TCP will allow grace period/free time (comprising of period required for licensing/permission from NEPRA and installation) to be mentioned by the bidder in the bid form along with the documentary proof justifying the grace period/free time. The quarterly advance rent will start after the end date of free time/, such grace period/free time shall be subject to the terms and conditions of the Tenancy Agreement, no further extension will be allowed after the expiry of free time/grace period under any condition or circumstances.

1.12. If the bidder acquires necessary licenses/permissions before the end of free time / grace period and starts commissioning/occupation the free time / grace period will be considered over and quarterly rent will start at commissioning/occupation of the rooftops. However, if vendor is unable to get the necessary licenses/permissions until the end of grace period/permission under any circumstances /conditions the rent will start after the end of grace period/free time.

1.13. Tenant can visit rooftops for the purpose of survey/planning etc during the grace period , however tenant has to deposit advance rent before any installation .

1.14. Tenant is bound to update TCP regarding the progress of licensing etc. during the grace period until the installation phase.

1.15. The tenant is bound to get the survey of rooftops load bearing capacity at his own cost before the installation and share the report with TCP.

1.16. If any godowns rooftop is occupied partially, rent will be charged for whole godown area of rooftop.

1.17. The bidder is bound to deposit performance guarantee equivalent to one month rental value in shape of pay order in favour of 'Trading Corporation of Pakistan (Pvt.) Ltd', before the time of signing of agreement.

1.18. Bidder shall offer maximum annual increase in his bid as per Performa which shall be part and parcel of the agreement.

1.19. The offer submitted by the bidder and the Letter of acceptance issued by the TCP shall constitute the Contract between the TCP and the tenant.

1.20. That the said roof tops will be rented out for the purpose of Installation of Solar Power Panel only. Any additional space required for storage/equipment's/office purpose etc. should be requested separately by the tenant and the rent will be charged as per the approved rates of TCP. The tenant shall keep the roof in good condition during the occupancy period. The drawings for the installation of solar panels and allied works shall be shared with the TCP for prior approval and bidder shall be responsible to engage technical resource to ensure safeguard of roof tops of the house type godowns of TCP.

1.21. If permitted by the set rules/regulations and the agreements with the power purchasing agencies the bidder will sell the electricity if and when required by TCP for its own use or for the use of its tenants ,such electricity will be sold by the bidder to TCP on the same rates as agreed between the bidder and the power purchasing agency. TCP will not be part of any agreement between the Power purchasing agency and the bidder at any time during the occupancy period of the bidder.

1.22. The successful bidder shall sign the agreement with TCP within 15 working days after the award letter. This tenancy agreement comes in force w.e.f. **signing of the agreement and** shall be valid for a period of 25 years , extendable by mutual consent on such terms and conditions to be agreed between TCP and Successful bidder..

1.23. Security and safety of the Installed Solar Power Panel and any other material /stocks / machinery moveable or immovable shall be sole responsibility of the Tenants; The TCP will not be liable for any theft /loss / damage of any equipment/solar panels installed by the bidder. If required by the tenant, TCP shall issue permission to appoint security guards to the tenant at tenants cost to look after their own assets. The tenant shall provide a list of Security guards to the Incharge, Pipri Godowns for his record.

1.24. Any activity carried out by the successful bidder on the roof tops for installation of solar panels shall not in any way disturb the present/future tenant of the godown and the tenant of the rooftop has to safeguard the structure of the roof and TCP reserves the right to inspect the work done on the rooftop and if found any deficiency, the tenant is bound to rectify the same on the advice of the consultant of the TCP. The cost of repair/any damage is to be borne by the tenant.

1.25. Landlord (TCP) shall arrange the Insurance of the structure of the Godown from National Insurance Company Limited (NICL) and charge the apportioned cost of Insurance decided by the Management of TCP from tenant for the rented out covered area including structure on monthly basis. Tenant shall not be allowed to perform any activity in the rented premises, which is not admissible as per Insurance Policy. The Tenant shall not be eligible to claim any compensation or relaxation against this.

1.26. The tenant is required to submit the Pay order/Demand Draft in favor of TCP being Security Deposit equivalent to 1-month rental value of the Godown roof tops at the time of execution of the tenancy agreement which would be returned to the tenant upon termination/expiry of the agreement.

1.27. The bidder is required to deposit quarterly basis annual rent in advance in the shape of Cheque / Pay order within seven working days of the due date after free time. In case of bouncing of cheque and tenant failed to pay quarterly rent on giving due date as per agreement, the **penalty of Rs.1,000/-** per day per roof top will be charged by the landlord on compound basis. If tenant fails to pay rent within sixty days w.e.f. due date, the landlord reserves the right to stop utilities and access of tenant to rented premises. In addition to termination of the agreement and legal action as per law will be initiated on the non-encashment of the already submitted cheques.

1.28. The tenant is required to submit advance postdated quarterly cheques to TCP annually, the first-year advance rental cheques will be submitted to TCP within seven working days after expiry of grace period/free time. The detailed schedule and dates of submission of postdated advance cheques will be incorporated in the agreement.

1.29. During the Occupancy period, services and maintenance of the hired Godown's Roof Top shall be arranged by the tenants themselves at their own cost. However, no alteration, modification and any installation other than the solar panels shall be allowed without written permission of TCP in advance.

1.30. That in case the tenancy is terminated by any clause of tender document by any party hereinabove as the case may be, the TENANT shall vacate and handover peaceful vacant possession of the rented premises in original condition to TCP within 02 (Two) months from the date thereof, failing which tenant shall be liable to pay to TCP @ Rs.50,000/- (Rupees Fifty Thousand only) per day till vacation of the hired premises (Rooftops). Assets of the tenant will not be allowed to be removed till



rectification of the change done by the tenant, clearance of dues restoration of the property to its original condition as it was handed over.

1.31. The Tenant shall merely be granted a permission to use the Godowns roof top only. It shall not be transferable and/or heritable/sublet and cannot be mortgaged/pledged in any case **(Annex-III).**

1.32. The tenant shall provide an affidavit (worth Rs.100) stating that the tenant has never been blacklisted by any Government or other agency.

1.33. That Tenant shall be entitled to terminate the Tenancy Agreement by serving 60 days, prior notice to the TCP. However, TCP reserves the right to terminate the Tenancy Agreement if there is a material breach of the Tenancy Agreement subject to; (i) 60 days cure period for the Tenant to cure any such breaches; and (ii) the terms and conditions of the Tenancy Agreement. Subject to clearance of dues.

1.34. The Godown roof tops are to be used only for installation of solar panels purpose and cannot be used for storing of Dangerous Goods, inflammables and explosive products, drugs, alcohol, explosives or any illicit items which are prohibited or regulated under laws of the land.

1.35. That the TENANT shall not arrange any public meetings and social gatherings within the premises.

1.36. TENANT shall not use the rented rooftops for any purpose other than it is rented for.

1.37. That the TENANT shall not sub-let the said Godown rooftops or part with its possession to anybody.

1.38. That the tenant shall permit the designated officials of TCP to visit the rental rooftops to view the solar panels at any time.

1.39. That the tenant will be ejected from the said buildings without any notice by the landlord (TCP) if they fail to pay the monthly rent and fail to act as per clause 1.33.

1.40. Taxes would be applicable as per law, where tenant is a withholding agent; they may deduct the amount of tax under respective laws and shall furnish duly paid challan / CPR of deducted taxes to TCP within 15 days following the close of a month. All the taxes, already in place or revised / levied by the Government / relevant authorities during the currency of agreement executed against this tender, shall be applicable and same shall be paid by the tenant in accordance with law. No claim in this regard shall be accepted.

1.41. That the TENANT will be responsible for safety of space during their occupancy. The premises Godowns are "no smoking area". Therefore, staff employed by TENANT will have to observe "no smoking" and "fire protection" measures and other rules and regulation of godowns during the occupancy period. If any damage is caused to store / property during their occupancy period due to TENANT's operation, compensation of damages will be given by the TENANT as claimed by TCP (Landlord). The TENANT will also fully indemnify the landlord in every respect.

1.42. That it will be the responsibility of the tenant to arrange/install fire extinguishers by a reputed company and a certificate must also be forwarded to the landlord (TCP) every year certifying that the fire extinguishers so installed are not expired and that they are in complete functional condition.

1.43. Any dispute / difference, arising between the parties regarding interpretation or effect of the rent agreement or any clause hereof, the same shall be referred to the Chairman, TCP whose decision shall be final and binding upon both the parties.

1.44. In addition to the above tenant is bound to obtain written permission/work permit for any work required to be done by the tenant within TCPs premises except of the roof top for such works detailed drawings are to be submitted to the TCP for approval., such work will be done by tenant at his own cost shall not at any point of time create any hindrance to TCPs activity/business/operations, Tenant is bound to restore such area to its original form/position immediately after completion of work at his own cost.

1.45. TCP is not bound to provide any utility services to the tenant. However any utility service if provided will be charged.

1.46. That any breach of the above terms and conditions by the Tenant, will be considered material breach and tenant shall be liable for eviction if the tenant is unable to cure the material breach as per clause 1.33

1.47. If either Party is prevented or delayed in performing an obligation by a force majeure event (which shall include but not be limited to natural disasters, government orders or regulations, change in law, or any other event outside the control of the parties), the said obligation of the affected Party will be suspended and the affected Party will not be liable to the other Party for its failure or inability to perform the said obligation during the time and to the extent that such performance is prevented or delayed. If an event of force majeure prevents an affected Party from performing its obligations under this contract for a continuous period of 90 days, either Party may immediately terminate this contract by notice to the other Party" Thus, under this clause, if there is an order or regulation from the government which stays in place for 90 days, TCP may terminate the contract after notice to the other party.

2. MANDATORY CRITERIA FOR ELIGIBILITY:

2.1. A Bidder must be AEDB /PPIB certified vendor in relevant category and attach proof of certification along with the bid.

2.2. A Bidder must be registered with TAX authorities (Federal/Provincial or any tax authorities under law) and should be active on active taxpayer list/sales tax and must provide proof of registration.

2.3. A Bidder must not be blacklisted by any Government Agency /Authority or any Financial institution .and provide an affidavit for the same.

2.4. The Bidder must be registered with SECP.

2.5. The Bidder must share complete profile of the company/firm showing the mega projects of **1 MW** and above planned ,executed and commissioned directly by the bidding firm, in absence of profile showing mega projects the bid will not be considered

2.6. Bidder must share his major client list.

2.7. The Bidder must provide Bank statements for last three years showing sound financial health to accomplish the project.

3. SUBMISSION OF OFFER:

3.1. Interested parties may submit their offers as per **Annex-II**.

3.2. The bids shall be prepared in accordance with instructions in the tender / bidding document and shall be dropped in the Tender box placed at TCP's office situated at 4th floor, Block-B, FTC Building, Karachi before Closing date for submission of bid is **12th July, 2024 by 1100 hours**. The bids shall be opened on the **same day at 1130 hours** in the presence of the Bidders or their authorized representative who wish to be present, in Board Room of TCP, FTC Building, Block-B, 4TH Floor, Shahrah-e-Faisal, Karachi.

3.3. Each document must be signed and stamped by the bidder.

3.4. The tender documents can also be downloaded from TCP's website **www.tcp.gov.pk and PPRA's website www.ppra.org.pk**. Interested parties would however be required to provide separate Demand Draft/Pay Order of Rs.2,000/- as tender documents fee while submitting the bids without which their bids will not be accepted.

4. BID EVALUATION CRITERIA:

Bid will be evaluated on most advantageous criteria comprising of the following criteria.

4.1. The bidder who has quoted the highest per square feet rate, maximum annual increment in rent and quoted minimum grace period will be evaluated and the result will be based on 25 years most advantageous bidder subject to opportunity to the initiator to make its bid at par with the most advantageous bid, in terms of PPRA Rule 37(A) (3).

4.2. Bid Evaluation Committee / consultant will evaluate the bid.

4.3. The bidder shall specifically mention the grace period required by the bidder, justified by the documentary evidence.

4.4. In case the first highest bidder fails to provide the required documents or TCP is not satisfied with the provided documents, TCP reserves the right to award to the Second highest bidder. In case the second highest bidder fails to provide the required documents or TCP is not satisfied with the provided documents, TCP reserves the right to rent out to third highest bidder.

5. BID VALIDITY:

The bid shall be valid for a period of 90 days from the date of opening of the bids & further extendable for the same period as per the mutual consent of the parties.

6. BID SECURITY:

6.1. The Bid Security to be attached with the Bid is **1,000,000/=** in the form of Bank Draft / Pay order (refundable) drawn in favor of "Trading Corporation of Pakistan (Pvt.) Limited".

6.2. Bid Security of the unsuccessful Bidder(s), including those Bid(s) which are not accepted for any reason, will be returned after award of tender to the successful Bidder(s).

6.3. Bid Security shall be forfeited and process shall be initiated as per PPRA rules, if the Bidder or Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the TCP (including the Evaluation Committee), its advisors, employees or agents or otherwise in relation to the award of the Contract; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any TCP's employee involved with the Bid or the award of the Contract.

7. BASIS OF OFFERS/ PRICE:

7.1. The price shall be quoted in Pak Rupees only.

7.2. The bidders will have no rights to change their stance, in respect of price, specification and requirement once the bid is dropped.

7.3. TCP reserves the right to accept or reject any or all offers wholly or partially as per PPR-2004.

8. REJECTION/DISQUALIFICATION OF BIDS:

8.1. TCP may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. TCP shall upon request communicate to any bidder or supplier or contractor who submitted a bid or proposal the grounds for its rejection of all bids or proposals but is not required to justify those grounds.

8.2. Any Bid received by the TCP after the Bids Submission Deadline for any reason whatsoever will be rejected and returned unopened to the Bidder.

8.3. TCP shall disqualify the firm if it finds at any time that the information submitted by the firm concerning its qualification was false and materially inaccurate.

9. SELECTION OF FIRM:

A company/firm will be selected after an open and transparent tendering process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2004, and Rules, Regulations and Guidelines.

10. DISPUTE RESOLUTION:

Any dispute / difference, arising between the parties regarding interpretation or effect of the rent agreement or any clause hereof, the same shall be referred to the Chairman, TCP whose decision shall be final and binding upon both the parties.

Annexure –I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

Available Godowns Roof Tops

Location	Type of Space	Covered Area in Sq.Ft
Bin Qasim (Pipri)	Roof tops of House Type Godowns	1.6 M Sq feet Aprrox

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

OFFER FORM

I _____ S/o _____ hereby declare that I/our authorized representative have inspected TCP's Godowns Roof Tops and after satisfaction with regards to its location and condition and terms & condition of this tenancy document and tenancy agreement to be signed in case of award of contract, I am submitting this offer for an on behalf of following detailed Firm/Company:

Name of the Firm/Company _____
Post address _____
_____
National Tax No. _____
Sales Tax No. _____

2. Details of Godown(s)/space required

Location	Type of Space	Offered Rent Per Sq.ft. (inclusive all of taxes)	Free time /Grace period Required in days or months	Annual Increment Offered in %
Bin Qasim (Pipri)	Roof Tops of House Type Godowns			

3. Our offer for rent is per square feet per month, which is inclusive of taxes, whereas the cost of insurance shall be additionally paid by us.

4. We have read the terms and conditions and hereby accept all the terms and conditions of the tender No. TCP/REBD/DSG/SOLAR-PIPRI/102/2024.

5. I / We shall use this roof top space for purpose of Solar power project only

Yours faithfully,

Signature : _____
Name : _____

Designation : _____

CNIC No. : _____ (copy enclosed)

Company Stamp:

UNDERTAKING

(To be provided on Stamp Paper of worth Rs.100/-)

We the M/s. _____, hereby undertake and assure to 'Trading Corporation of Pakistan (Pvt.) Limited, that we shall not transfer and/or sublet or mortgaged/pledged in any case the Hired Roof Tops of House Type Godowns, at Pipri to any other Company/Tenant for any purpose and/or for Installation of Solar Panels.

Signed & Stamp
Owner of Company