TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No. TCP/Godown-4/25-21/2020 May 24, 2021

TENDER NOTICE

RENTING OUT CANTEEN SPACE OF TCP AT KORANGI GODOWN

Trading Corporation of Pakistan (Pvt.) Ltd., (TCP), Karachi a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, intends to rent out its vacant covered/RCC cemented Canteen space at **TCP's Cotton Godown, Near Jam Sadiq Ali Bridge, Main Korangi Road, Karachi.**

2. Details of available godowns/space may be seen in the tender terms and conditions and at TCP's and PPRA's Official websites.

3. Interested parties may submit their bids, in the tender box placed at the Reception Counter of TCP's Principal Office, 4th Floor, Block 'B', Finance & Trade Center, Sharah-e-Faisal, Karachi up to 11:00am on 10th June 2021, which will be opened on the same day at 11:30am hours in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.

4. Offers must be accompanied by the prescribed Bid Security in the form of Bank Pay Order/ Demand Draft from a scheduled bank of Pakistan in favour of "Trading Corporation of Pakistan". Offers made without requisite Bid Security shall not be considered at all.

5. Tender Documents containing detailed Terms and conditions can be purchased on payment of Rs.1,000/- (Rupees One Thousand only) from the following TCP offices on all working days (Monday to Friday) from 1000 hrs to 1600 hrs from:-

i) Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt) Ltd., Block-B, 4th Floor, Finance & Trade Centre, Shahra-e-Faisal, Karachi. Phone No. (021) 99202947-49 Ext-235;

ii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt) Ltd., Building #01, 2nd Floor, Egerton Road, Lahore.Phone No. (042) 99206065~68;

iii) Manager Regional Office, Trading Corporation of Pakistan (Pvt) Ltd., 506-B, 5th Floor, Evacuee Trust Property Building, Beside Marriot Hotel, Islamabad. Phone No. (051) 9222441-2.

iv) Deputy Manager, TCP Sub Regional Office, Plot No.26-30, Industrial Estate, Multan. Phone No. (061) 6539195.

v) The tender document can also be downloaded from TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk). However, the bidder require to enclose the prescribed fee of Rs.1,000/= in the form of Pay Order/Demand draft or Cash Receipt issued by TCP.

6. TCP reserves the right to reject any or all bid(s) at any time prior to acceptance.

Naimatullah Shaikh 24/05/2021
General Manager (REM&S)
Phone 021-9920256

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/Godown-4/25-21/2020 May 24, 2021

TENDER NOTICE - INVITATION FOR BIDS
TERMS AND CONDITIONS FOR
RENTING OUT CANTEEN SPACE OF TCP AT KORANGI GODOWN

1. **INTRODUCTION: -**

1.1. Trading Corporation of Pakistan Private Limited ('**TCP**') Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, intends to rent out its vacant covered/RCC cemented Canteen space on monthly rental basis as per detailed below:

1.1.1. 2,301 Square feet Canteen space at TCP's Cotton Godown, Near Jam Sadiq Ali Bridge, Main Korangi Road, Karachi.

1.2. The above premises are being offered on rental basis on AS IS WHERE IS BASIS.

1.3. The space can be hired against monthly rent basis for specific purpose i.e.

1.3.1. to operate the canteen by the tenant himself only at TCP's Cotton Godown Korangi, which may include the storage of material only related with the canteen own use and essentially required items like, installation of stoves / gas cylinders, installation of refrigerators and other required material only related with the canteen own business.

1.4. 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 concerned General Manager and shall be made under supervision of TCP's Engineer/Supervisor. Any structural change shall not be allowed under any circumstances, whatsoever.

1.5. Interested parties may submit their offer on the prescribed Bid Performa, duly filled in all respect, clearly rates for per square feet per month, as per terms & conditions of the tender / annexed documents.

1.6. Available space can be visited by the interested parties during office hours. Persons visiting shall prove their identity. (Original CNIC is also required for paying visit to the available space).

1.7. No offer less than base rate shall be considered. Details of available space and purpose of rent are given below: -

DETAILS OF SPACE WITH APPROXIMATE AREA	MONTHLY RESERVERATE RENT / SQ.FT. (Excluding Insurance)
01 Canteen space alongwith related stores of 2,301 sq. ft. at **Korangi**	Rs. _____

1.8. The space would be rented after signing of tenancy agreement for a period of eleven months or three years extendable subject to terms and conditions of this tender document and 10% increase of rent every eleven months.

1.9. The tenancy agreement shall be signed for exact space to be rented out on the enclosed format at Annexure-I and tenant shall be responsible to comply with the provisions of tenancy agreement, without any excuse.

1.10. All the expenditure for signing and registration of tenancy agreement shall be borne by the successful bidder / tenant in case of three years period. The tenant shall ensure the registration of tenancy agreement with the appropriate authority within fifteen days of signing of the tenancy agreement, failing which the fine of Rs.10,000/- per days shall be charged by the TCP, without any relaxation.

1.11. The successful bidder shall sign for exact space to be rented out on the enclosed format at Annexure-I and tenant shall be responsible to comply with the provisions of tenancy agreements, without any excuse. Any extra space or service area shall not be allowed at any stage, except the way to move vehicles to operate canteen business. Tenant shall use the rented premises only for whole operational activities.

2. OBTAINING OF TENDER DOCUMENT:

2.1. Tender Document alongwith detailed terms & conditions can also be purchased upon written request on the letter head of the interested party alongwith prescribed payment, during 0930 hours to 1630 hours from publication of this tender notice till close of tender time from the offices notified in the tender notice:

2.1.1. Tender Document alongwith detailed terms & conditions can be downloaded from TCP's or PPRA's Official website i.e. tcp.gov.pk or ppra.org.pk, respectively. However, the bidder shall be required to enclose the prescribed fee of Rs.1,000/= in the form of Pay Order/Demand draft or Cash Receipt issued by TCP.

2.1.2. Bidder shall be required to submit their valid, Name, Email ID and Contact Number, while downloading the tender document from TCP's Official website; and

2.1.3. Bidder shall be required to keep watch on the TCP's Official website regularly to remain update about any further development in the tender terms.

3. INSTRUCTIONS FOR SUBMISSION OF BID:

3.1. Bidder must read terms and conditions carefully, before filling up the relevant bid form;

3.2. Bidder must read terms and conditions of the tender document as well as contents of the tenancy agreement, which will be signed by the bidder while hiring the premises and to comply the terms & conditions during the tenancy period;

3.3. Bidder must ensure that the Offer is made on the prescribed format and is duly filled in all respect, without any confusion;

3.4. There should not be any over-writing, double writing, crossed, additional conditions on the Bid Form;

3.5. Rates are to be quoted in Pak Rupees only. The amount should clearly be written in digits as well as in words.

3.6. Required documents and Bid Security in original to be enclosed;

3.7. Tender Purchase receipt should be enclosed in original, otherwise a pay-order of Rs.1,000/- in favour of "Trading Corporation of Pakistan" should be enclosed; and

3.8. Each page of the tender document and its annexure are signed by the bidder as unconditional acceptance.

4. **SUBMISSION OF OFFER:**

4.1. Interested parties may submit their offer in sealed envelope to be dropped in the Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Sharah-e-Faisal, Karachi on the date as notified in the Tender Notice latest by 1100 hours (11:00 am). Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered.

4.2. The bids received will be opened at 11:30 am on the same day (thirty minutes after deadline for submission of bid) in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.

4.3. All bids must be submitted on the prescribed Performa given at Annexure-I duly supported with required documents/information.

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

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

5.1.1. **Complete Tender Document**, duly signed and stamped on its each/every page, including annexures as acceptance of these terms & conditions;

5.1.2. **Bid Form** duly filled, signed and stamped;

5.1.3. Attested copy of NTN / Income Tax Registration Certificate;

5.1.4. Attested copy of Sales Tax Registration Certificate;

5.1.5. Attested copy of CNIC of signatory of the Bid Form;

5.1.6. Bidder Profile;

5.2. In case of any one or more of the above document(s) is not applicable, reason for non-submission of the same should be submitted on letterhead of the bidders, duly justified, reasonably;

5.3. Please note that non submission of any document or non-submission without acceptable justification, the bid may declare as non-responsive.

5.4. Please also note that the Bid Form should be filled carefully and the details should be written clearly, without any over-writing, double writing, crossed, additional conditions etc, failing which the bid may declared as non-responsive.

6. **VALIDITY:**

6.1. Offers should be valid for thirty days, w.e.f. opening of bid.

7. **BID EVALUATION CRITERIA:**

7.1. Bids will be evaluated by the Committee constituted for this purpose, solely on basis of price subject to their conformity with terms &conditions of tender document.

7.2. TCP can ask any detail, information, in respect of the offer submitted by the bidder. However, the original bid shall be treated for the evaluation purpose.

7.3. The bidder having no right to change its stance under any circumstances, in respect of price, terms conditions etc. once the bid is dropped.

8. **BASIS OF OFFERS/ PRICE:-**

8.1. The rates shall be quoted in Pak Rupees only on per square feet per month, in addition to cost of Insurance. (The cost of insurance shall be charged from the tenant in addition to rent);

8.2. The quoted price shall be inclusive of all taxes. Bid below reserved rate of rent shall not be considered.

9. **AWARD OF CONTRACT AND SIGNING OF TENANCY AGREEMENT:-**

9.1. Contract will be awarded to the highest evaluated responsive bidder subject to conformity of terms and conditions of the tender document;

9.2. In case of award of contract, the successful bidder shall be required to:

9.2.1. Deposit the Security Deposit (equivalent to three months rent) and one month advance rent and signing of tenancy agreement and taken over the possession within the validity of award letter;

9.2.2. Arrange and ensure the registration of tenancy agreement with appropriate government authorities/offices within fifteen days of the signing of tenancy agreement if the tenancy agreement is signed for three years period failing which pay the fine of Rs.10,000/- per day. However, the registration of agreement is not mandatory for the period of eleven months.

9.3. TCP reserves right to allocate any other alternative place within the same godown area / same location of the similar category, while accepting the offer, the tenant cannot refuse the alternative place within the same godown.

9.4. The IFB (Invitation for Bids), the Terms & Conditions of Tender, Bid/Offer submitted by the bidder and the Letter of acceptance issued by the TCP shall constitute the Contract between the TCP and the tenant.

9.5. The successful bidder shall sign the tenancy agreement as per format enclosed at Annexure-II. The successful bidder shall ensure the compliance of all terms & conditions of the tenancy agreement. After signing of tenancy agreement, the terms of tenancy agreement shall be treated as contract.

9.6. The tenancy agreement shall be signed for a period of three years with the condition of 10% increase of rent every eleven months. The tenancy agreement is extendable upon mutual consent subject to increase of rent to be decided upon extension of the tenancy agreement. In case of extension of tenancy agreement, the tenant required to pay the difference amount of security deposit while extend the tenancy agreement.

10. **MAIN FEATURES TO RUN THE BUSINESS ACTIVITIES WITHIN HIRED PREMISES FOR CANTEEN PURPOSE:**

10.1. Tenant shall ensure to comply with the all requirements, rules and regulations of Government Agencies, like Food Control Authority, Health Department and any other agency.

10.2. Tenant shall ensure to comply the all requirements, rules and regulations, including registration with appropriate departments/offices/bodies and Government Agencies. Besides, the tenant shall follow all the standards of Food Control Authority, Health Department and any other agency.

10.3. Tenant shall adopt all the hygienic requirements, including installation of water filters connected with water cooler, replacement of filter for drinking water and all other requirements to keep the hygienic environment. Tenant shall also arrange the de-rating and fumigations properly once a month and obtain certificate to this effect. Tenant shall also arrange installation of mosquito proof fence doors and windows.

10.4. Tenant shall use fresh edible items to run his business activities. Any expired item shall not be stored within the canteen premises.

10.5. Tenant shall display the rate list for convenience of the customers.

10.6. Tenant shall arrange proper disposal of garbage and contaminated water out-side the Godowns premises, following the rules/regulations/guidelines of the relevant authority/ies.

10.7. Tenant shall use the Gas Cylinder only for cooking purpose. For the purpose, maximum five cylinders can be stored within the canteen premises.

10.8. Tenant shall arrange installation of 20 Fire Extinguishers of large size, to be installed at appropriate places.

10.9. Tenant shall arrange supply of fresh water at their own. The fresh water may be stored in New Fiber tanks made for the storage of drinking water storage. The use of old drums and any container which was earlier used for storage of chemical, industrial material is not allowed under any circumstances.

10.10. Tenant can obtain the electricity connection direct from Karachi Electric (KE) or through electricity facility provided by TCP (subject to availability), Telephone Line from PTCL. However, the GAS connection cannot be obtained from SSGC under any circumstances.

10.11. If the Electricity facility is provided by the TCP, the tenant shall arrange installation of cable / meter (as approved by the landlord) against rates per unit. The tenant will pay the Electricity charges within seven days of receipt of electricity bills, failing which a penalty of Rs.1,000/- shall be charged along with bill amount, for next ten days. After this period, the electricity connection shall be disconnected and will only be restored after clearance of all dues, including rent and other payables/dues.

10.12. Tenant shall issue service card to its employees (including employee on daily wages basis) and maintain the proper attendance record of the employees.

10.13. Tenant shall follow all the instructions / guidelines issued by TCP from time to time, without any excuse.

11. **BID SECURITY / SECURITY DEPOSIT:**

11.1. Bid shall be accompanied in original by a Bid Security amounting to Rs.100,000/- in the shape of a Demand Draft or Pay Order in Pak Rupees in favour of Trading Corporation of Pakistan.

11.2. Bid Security of the unsuccessful Bidder(s), including those whose Bid(s) is/are not accepted for any reason, will be returned within seven (7) days of the award of tender.

11.3. Bid Security of the Successful Bidder(s), shall be retained, which will be returned / refunded after submission of Security Deposit equivalent to rent of three months in shape of Pay Order or Demand Draft in favour of Trading Corporation of Pakistan (Private) Limited and signing of the tenancy agreement.

11.4. Bid Security of the Successful Bidder(s), shall be forfeited, if the successful bidder fails to deposit the Security Deposit equivalent to rent of three months and advance rent for one month and signing of agreement within validity of award/allocation letter.

12. **HANDING OVER THE POSSESSION OF RENTED PREMISES:**

12.1. The tenant after fulfilling the required codal formalities, and after signing of the agreement, shall take over the possession of premises within three calendar days of signing of the tenancy agreement. For this purpose the date signing of agreement shall be included.

12.2. In case tenant does not taken over the possession, TCP shall charge the rent w.e.f. date of signing of agreement. For this purpose the date signing of agreement shall be included.

12.3. 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 concerned General Manager and shall be made under supervision of TCP's Engineer / Supervisor. Any structural change not be allowed under any circumstances.

12.4. The premises shall be handed over in vacant condition.

13. **ARBITRATION:**

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the bidder/tenant& TCP. If the parties fail to come to an amicable settlement the same shall be referred to the Chairman TCP, for final decision. The decision of Chairman TCP shall be final and binding on both the parties i.e. bidder/tenant & TCP.

Annexure –I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM FOR CANTEEN

I _____ S/o _____ have the representing the following detailed Firm/Company hereby declare that I/our authorized representative have inspected TCP's Canteen Space at Korangi Godown and after satisfaction with regards to its location and condition and terms & condition of this tender 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 _____
Postal address _____
_____

National Tax No. _____
Sales Tax No. _____

	DETAILS OF SPACE WITH APPROXIMATE AREA	Offered Rent (inclusive of taxes)
01	Canteen space alongwith related stores of 2,301 sq. ft. each at **Korangi**	Rs. _____

* Photocopies of this Bid Form and additional sheets can also be used on the letterhead, if required.

3. Our offer/bid 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 of Tender No. TCP/Godown-4/25-21/2020 dated 18.05.2021 and hereby accept all the terms and conditions.

5. I / We shall use this space for purpose of to run the canteen business within the rented out premises only.

Yours faithfully,

Signature : _____
Name : _____
Designation : _____
CNIC No. : _____ (copy enclosed)

ANNEX –II

INTEGRITY PACT

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

The contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (TCP, Ministry of Commerce, Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, the contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of Commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

The contractor certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with TCP, Ministry of Commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to TCP, Ministry of Commerce, Government of Pakistan under any law, contract or other instrument, be voidable at the option of TCP, Ministry of Commerce, Government of Pakistan.

Not with standing any rights and remedies exercised by TCP, Ministry of Commerce, Government of Pakistan in this regard,

The Contractor agrees to indemnify fully and to keep indemnified TCP, Ministry of Commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of Commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form TCP, Ministry of Commerce, Government of Pakistan.