



TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

TENDER NOTICE

No. TCP/REMS/Sale of Sweeping
Sugar/2022

Dated: 11-01-2022

INVITATION FOR BIDS FOR SALE OF SWEEPING SUGAR ON AS IS WHERE IS BASIS

Trading Corporation of Pakistan (Pvt.) Limited (TCP), Karachi invites sealed bids for sale of sweeping of sugar total 75.820 MT in different lots on "as is where is basis" available at TCP's Godown located at Pipri Karachi.

2. 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, Shara-e-Faisal, Karachi up to 1100 hours (11:00am) on 27-01-2022, which will be opened on the same day at 1130 hours in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.

3. Bids must be accompanied with the bid security not less than 10% of the quoted value in the form of Bank pay-order/Demand draft in favor of Trading Corporation of Pakistan (TCP). Bids without bid security will not be considered.

4. Tender documents containing detailed Terms and Conditions, can be purchased from the following TCP's Offices on payment of Rs.2,000/- (Rupees Two Thousands Only) on all working days (Monday to Friday) from 09:00 am to 04:30 pm till opening of the tender.

- i. **TCP Cash Office, Karachi**, Trading Corporation of Pakistan (Pvt.) Ltd., 4th Floor, Block 'B', Finance & Trade Center, Shara-e-Faisal, Karachi, Pakistan (Ph: 021-99202947~49 Ext-235); OR
- ii. **Regional Office, Lahore**, Trading Corporation of Pakistan (Pvt.) Ltd., Regional Office, 02nd Floor, LDA Plaza, Egerton Road, Lahore, Pakistan (Ph: 042-99206066); OR
- iii. **Regional Office, Islamabad**, Trading Corporation of Pakistan (Pvt.) Ltd., Evacuee Trust Complex, 5th Floor, Sir Agha Khan Road, F-5/1, Islamabad. Tel: 051-9222441-2
- iv. **Regional Office, Gwadar**, Trading Corporation of Pakistan (Pvt.) Ltd Regional Office, House No. M-6, New Town, Near Roshan Masjid, Airport Road, Gwadar. Contact 0301-2486854

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

6. The above tender notice alongwith detailed terms and conditions are also available at TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk).

General Manager (REMS)
(021) 99202563

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Trading Corporation of Pakistan (Pvt) Limited

INVITATION FOR BIDS FOR SALE OF SWEEPING SUGAR ON AS IS WHERE IS BASIS

TERMS & CONDITIONS

Sealed bids are invited from the interested parties for sale of sweeping of sugar, presently stored at Godown No. J-9 of TCP's godowns located at Pipri in lots. Lot-wise quantities are given below: -

LOT NO.	DETAILS	QUANTITY	
1	2	3	
1.	Sweeping of Sugar	412 Bags	11.710 MT
2.	Sweeping of Sugar	472 Bags	9.460 MT
3.	Sweeping of Sugar	623 Bags	10.070 MT
4.	Sweeping of Sugar	182 Bags	8.040 MT
5.	Sweeping of Sugar	242 Bags	4.980 MT
6.	Sweeping of Sugar	345 Bags	16.350 MT
7.	Sweeping of Sugar	265 Bags	6.010 MT
8.	Sweeping of Sugar	400 Bags	9.200 MT
	Total	2,941 Bags	75.820 MT

2. TERMS OF SALE: -

Sweeping of Sugar are being offered for sale on the following terms:

- As is where is basis;
- Weight including packing material will be treated as Net / final weight;
- Offer less than one lot shall not be considered;
- Quantities are tentative, subject to weighment at the time of delivery;
- Subject to payment of applicable taxes/duties by the buyer; and
- Other terms & conditions as per tender document.

3. INELIGIBILITY: -

Following persons, including individuals and/or sole proprietors and/or firms and/or companies are ineligible to participate in the tender:

- may not satisfy terms and conditions of this tender document; or
- not having valid CNIC or NTN; or
- who have ever defaulted with the TCP; or
- who have not fulfilled their contractual obligations, including clearing dues along-with penalties, or not fulfilled their contractual obligations with TCP, as the case may be; or
- any current employee of TCP or employee retired within last two years including officials on deputation with TCP; or
- any employee of Federal or Provincial Government.

4. INSPECTION: -



- a. Offered lots can be inspected at the point of delivery i.e. following locations, during Monday to Thursday from 09:30am to 04:00pm:

TCP GODOWN, PIPRI

Qasim Rice Godown (Pipri), Main National Highway,
Opposite Gulshan-e-Hadeed, Disstt. Malir, Karachi.
Telephone 021-34715002

- b. Interested parties can inspect the sweeping available for sale for visual inspection only;
c. Interested parties are required to follow necessary instructions during inspection, as instructed by the official concerned and/or security staff;
d. Proof of identification (original) shall be required for inspection of sweeping of sugar.

5. SUBMISSION OF BID: -

- a. Eligible persons can submit the bid on the prescribed form, subject to terms & conditions of the tender document;
- b. Bids will be dropped by the authorized representative of bidder in the tender box placed at the reception counter of TCP's Principal Office, 4th Floor, Block 'B', Finance & Trade Center, Shara-e-Faisal, Karachi on the date/time specified in the Public/Tender Notice and opened on same day after thirty minutes in the Boardroom of this Corporation in the presence of such bidders or their authorized representatives who may wish to be present at that time;
- c. Bids should be sealed and accompanied with the following documents (all documents should be in the name of bidder):
- i. Original bid/offer on the prescribed Bid Form enclosed at **Annex-I** of this tender document, bid should be signed/stamped;
 - ii. Original receipt or payorder as cost of tender documents (If the tender document is downloaded from TCP or PPRA's websites, the Pay Order amounting to Rs.2,000/-, be enclosed in favour of Trading Corporation of Pakistan);
 - iii. Attested copy of valid CNIC or attested copy of NTN Certificate;
 - iv. Name, Designation, CNIC number with CNIC copy, residential phone number and present residential address of bidder alongwith with Cellular contact number;
 - v. Original tender document, each page of the tender document shall be signed/stamped by the bidder, as acceptance of terms & conditions; and
 - vi. The bidder shall in token of acceptance of the terms and conditions of the offers as stated above will submit their offer on the Performa enclosed at **Annex-I** of these detailed terms and conditions;
- d. Bids received through fax, cable or any other means, except as prescribed above, shall not be considered.

6. INSTRUCTIONS FOR SUBMISSION OF BIDS/OFFER: -

- a. Bidder must read terms & conditions of this tender document, tender notice and relevant laws carefully prior to submission of bids/offer;
- b. Offer less than one lot shall not be considered;
- c. Bidder is required to quote/write rate Per Metric Ton for Sugar, which will be applied for whole lot;



- d. Bidder is required to quote rates carefully, after proper inspection of the cargo lying at godowns;
- e. Bidders must quote their rates in Pak Rupees, separately for each lot;
- f. Bidders must be aware that all applicable taxes and duties shall be borne by the successful bidders, all the payment is required to be made within ten days w.e.f. award of contract (*date of award of contract will not be included*);
- g. Bids must be accompanied with original bid form as per **Annex-I**, duly signed and stamped by the bidder(s), to be quoted only rates on the bid form, any type of condition, explanation, details or any additional information on the bid-form can be the reason for rejection, without prejudice to claim compensation;
- h. Any alteration, cutting, overwriting, or any similar action will attract rejection of the offer, such offer may not be considered as a valid/responsive offer;
- i. Bidder shall sign the Integrity Pact as per **Annex-II** of this tender document;
- j. Bidder must act fairly and refrain from any corrupt and fraudulent practices during award and execution of sale process, at any stage.

7. VALIDITY OF OFFER: -

Offer/Bid shall remain valid for thirty days, w.e.f. date of opening of tender/offer.

8. EVALUATION OF OFFER: -

- a. The offer should be evaluated on the objective criteria, separately for each lot;
- b. TCP's Bid Evaluation Committee may seeks the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit;
- c. Only highest quoted bidder shall be awarded the contract, unless his bid declared non-responsive;
- d. Highest bid for each lot is sole criteria for final selection.

9. BID SECURITY / PERFORMANCE GUARANTEE: -

- a. Offers must be accompanied by Bid Security equivalent to 10% of the quoted value in the form of Pay Order / Demand Draft from First Class Scheduled Bank in Pakistan in favor of Trading Corporation of Pakistan (Pvt.) Limited, Karachi;
- b. Offers not accompanied with the required Bid Security shall not be considered;
- c. Bid Security of unsuccessful bidder (s) will be returned/refunded within seven days w.e.f. date of opening of tender;
- d. Bid Security of successful bidder(s) will be treated as performance guarantee and will be returned / refunded after lifting of awarded lots in accordance with tender terms & conditions;
- e. TCP will have the right to forfeit the bid security / performance guarantee if the successful bidder fails to fulfill the laid down terms and conditions or commits any breach thereof, without prejudice to TCP's right to claim damages/losses and take any other action.

10. ACCEPTANCE OF OFFERS: -

Acceptance of offers will be communicated to the successful bidder (s) by fax and/or by courier on the number and address given provided by the bidder;

11. DOCUMENTS AND CONTRACT: -



- a. In case of award of the tender, Invitation for Bids (IFB), Tender Document, Offer of the bidder and Award Letter and Integrity Pact will constitute the contract.
- b. The bidder shall be responsible to complete all documents, as notified from time to time, within ten days w.e.f. date of award.

12. PAYMENT: -

- a. The successful bidders (buyers) shall make payment of full amount of allocated quantity (including applicable taxes) within fifteen (15) days from the date of issuance of letter of acceptance, (*day of award of contract will not be included*);
- b. Any request for extension in payment shall not be considered at any stage;
- c. Any request for making partial payment shall not be considered at any stage;
- d. The payment should be made in the form of Bank Payorder/Demand Draft, issued by First Class Scheduled Bank in Pakistan in favor of Trading Corporation of Pakistan (Pvt.) Limited Karachi;
- e. Any financing / banking charges, including banking clearing charges shall be borne by the bidder;
- f. The successful bidders required to collect delivery order within 48 hours w.e.f. making the full payment and realization of payment into TCP's account;
- g. In case of short quantity delivered, the balance amount shall be returned to the successful bidder alongwith refund of Security Deposit.

13. DELIVERY: -

- a. Free time allowed for lifting of entire cargo will be thirty (30) calendar days from the date of issuance of Delivery Order, excluding the day of issuance of Delivery Order;
- b. The sold stocks are to be lifted, within free time / working hours of Godowns;
- c. In case the entire quantity is not lifted within the stipulated free period, additional storage charges will be recovered/charged as per detail given below: -
 - i. Rs. 500/- per day per lot for next ten days (first extension);
 - ii. Rs. 1,000/- per day per lot for further ten days (second extension);
 - iii. Rs. 1,500/- per day per lot for further ten days (third extension);
 - iv. Any further extension shall be on sole discretion of TCP but not more than ten days as fourth / final extension, subject to storage charges at higher rate, however, the extension application shall only be considered after receipt of due storage charges.
 - v. In case of continuous default, TCP reserve the right to cancel the contract in accordance with relevant clause.
- d. The delivery will be made on "as is where is basis";
- e. Deliveries can be made from Monday to Thursday and Saturday;
- f. Vehicles for taking deliveries can be entered in to the godowns between 09:00 to 03:00 pm on Monday to Thursday and Saturday;
- g. The delivery will be made under supervision of TCP's staff or surveyors or any other person/agency authorized by TCP. Findings of the TCP's staff or surveyors or any other person/agency authorized by TCP shall be final.
- h. No any claim shall be entertained at any stage;



- i. Loading charges shall be borne/paid by the buyer;
- j. The buyer (successful bidder) will not be allowed to segregate the allocated goods within premises of delivery points;
- k. All the expenses, including bagging, if required, movement of Goods within the Godown premises for lifting of cargo shall be borne by the buyer, which may includes the expenses relating to transportation of the purchased sweeping of sugar including loading / unloading etc. shall also be borne by the successful bidder;
- l. The buyer (successful bidder) will be required to follow instruction of TCP's staff for taking deliveries, all instructions of TCP's staff shall be binding on the buyer;

14. GENERAL CONDITIONS: -

- a. All taxes/duties, if any levied by the Federal/Provincial Government, weightment charges (or any other charges) will be paid in addition to offered price made by the successful bidder;
- b. Rates / Amount to be quoted for each lot separately;
- c. TCP reserves its right to accept or reject any or all offers wholly or partially or bifurcate or increase/decrease the tender quantity.

15. ARBITRATION CLAUSE: -

In the event of any dispute between the buyer and TCP, the decision of the Chairman, Trading Corporation of Pakistan (Pvt.) Limited, Karachi, or his nominee(s) shall be final and binding upon both the parties.

16. FORCE MAJEURE: -

Should any of the force majeure circumstances, namely Acts of Allah, natural calamity, fire, government restrictions, strikes, or lock-outs by workman, war, military operations of any nature and blockades preventing the Seller / Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstance prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Federal / Provincial Authority shall be sufficient proof of the existence and duration of such circumstances.

17. CANCELLATION OF CONTRACT: -

- a. The Seller ('TCP') shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Bid Security/Performance Guarantee and/or amount paid by the buyer in respect of purchase of cargo, if the successful bidder fails to deposit the amount within allowed time or successful bidder fails to fulfill the laid down terms and conditions, and/or commits any breach of the contract, or the successful bidder fails to lift the goods within allowed time or the successful bidder used any inappropriate mean to get undue advantage or the successful bidder found in malpractice at any stage.
- b. The Seller shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.
- c. The cancellation of contract shall be without prejudice to Seller's / TCP's right to claim damages/losses and take any other action.



BID FORM

Annex-1

The General Manager (REMS),
Trading Corporation Of Pakistan (Pvt) Limited,
04th & 05th Floor, Finance & Trade Centre, Shahra-e-Faisal, Karachi.

Sir,

With reference your advertisement which appeared in the daily _____ on _____-2022, I/We _____ S/o _____,

representing M/s. _____, are quoting our offer price to purchase the following lot(s)/quantity/ies. Our offers for purchase of the lots are written against respective lots: -

LOT NO.	DETAILS QUANTITY	OFFERED PRICE (Excluding of taxes)	
		IN FIGURE	IN WORDS
1.	11.710 MT Sweeping of Sugar	Rs. _____ PMT	
2.	9.460 MT Sweeping of Sugar	Rs. _____ PMT	
3.	10.070 MT Sweeping of Sugar	Rs. _____ PMT	
4.	8.040 MT Sweeping of Sugar	Rs. _____ PMT	
5.	4.980 MT Sweeping of Sugar	Rs. _____ PMT	
6.	16.350 MT Sweeping of Sugar	Rs. _____ PMT	
7.	6.010 MT Sweeping of Sugar	Rs. _____ PMT	
8.	9.200 MT Sweeping of Sugar	Rs. _____ PMT	
Total	75.820 MT Sweeping of Sugar		

2. I/We understand all the terms and conditions of this tender document and all the terms and conditions of this tender document are accepted unconditionally;

3. I/We understand that entire quantity will be lifted by us, as per instructions of the TCP's Official/Officer posted at site;

4. I/We understand that in case of delay in lifting of sugar, TCP may take appropriate action in accordance with relevant terms & conditions of this tender document;

5. I/We are submitting the unconditional bid security, in respect of our offer as per tender in the form of Pay order / Demand Draft in favour of TCP;

6. I/We give my/our consent to deposit the bid security in the account of TCP, un-conditionally. Which may be returned/refunded to me/us after satisfactory completion of contract in all respect (in case of award), including the lifting of entire quantity on 'as is where is basis'.

7. Bid Security is submitted vide Pay Order / Bank Draft No. _____, dated _____;

Issued by _____ amounting to Rs. _____.

8. Particulars of Bidder are as under: -

Status of bidder _____
 Name _____
 CNIC No. _____
 Address _____

 Landline/ Mobile No. _____
 Fax No. _____ Email ID _____
 NTN No. _____
 Signature _____
 Date _____



TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.**INTEGRITY PACT**

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

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

Notwithstanding any rights and remedies exercised by TCP, Ministry of commerce, Government of Pakistan in this regard.

[the Bidder(s) agrees to indemnify fully 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder(s) 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 from TCP, Ministry of commerce, Government of Pakistan.

Signature _____

Name _____

CNIC No. _____

Date _____

Stamp _____

