

#### TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

Ministry of Commerce, Government of Pakistan

No. TCP/RO-Lhr/Cotton-1/2023

Friday, July 21, 2023

#### INVITATION FOR BIDS

TENDER FOR HIRING THE SERVICES OF LABOUR CONTRACTOR FOR UNLOADING AND LOADING. HANDLING AND ALLIED SERVICES OF COTTON BALES AT TCP'S GODOWNS SITUATED AT INDUSTRIAL AREA, MULTAN

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), invites sealed bids/offers from the reputed sole proprietorships/firms/handling companies (active taxpayers, duly registered with Income Tax and Sales Tax DepartmentFBR/SRB) for hiring the services of labour contractor for unloading and loading, handling and allied services of Cotton Bales at TCP's Godown situated at Industrial Area, Multan.

- Interested parties who can arrange the above work as per terms & conditions of the tender document, may submit their bids/offers alongwith bid security of Rs.500,000/- in the form of Pay-Order in favour of 'Trading Corporation of Pakistan' to be dropped in the tender box placed at the reception counter of TCP's Regional Office, 02<sup>nd</sup> Floor, LDA Plaza, Egerton Road, Lahore, upto 1100 hours on Friday, August 11, 2023. The bids shall be opened in the TCP's Boardroom on the same day at 1130 hours, in the presence of bidders or their authorized representatives who may wish to be present.
- 3. The intended bidders are advised to keep watch on the official websites for any updated situation about tender.
- Tender Document along with detailed terms & conditions can be purchased upon written request against payment of Rs.1,000/- (Rupees one thousand only) during 0830 to 1530 hours from the date of publication of this tender notice till close of tender time (1100 hrs), from the following offices:
  - i) 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);
  - Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Egerton Road, ii) Lahore, Phones: (042)99206065-6;
  - Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House 47, Street 02, PHA-F, Residencia, iii) Kurri Road, Islamabad. Phones: (051) 9222441-42.
  - Can also be downloaded from the Official websites of TCP and PPRA i.e. tcp.gov.pk and ppra.org.pk. iv)
- TCP has right to accept/reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPRA Rules 2004.

Israr Ahmed Sodher General Manager (RO Lahore)

Trading Corporation of Pakistan (Pvt) Limited 2"d Floor, LDA Plaza, Egorton Road, Lahon: - Sindh - Pakistan. WWW.tcp.gov.pk

Tel :

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## TRADING CORPORATION OF PAKISTAN PRIVATE LIMITED REGIONAL OFFICE, 2<sup>ND</sup> FLOOR, EGERTON ROAD, LAHORE,

Friday, July 21, 2023

TCP(R.O Lahore)/Cotton-1/2023

#### TERMS & CONDITIONS FOR HIRING THE SERVICES OF LABOUR CONTRACTOR

#### 1. <u>INVITATION FOR BIDS:</u>

Trading Corporation of Pakistan invites bids for hiring the services of labor contractor for handling, marking, binding, unloading and loading, stacking, sampling and other allied services whatsoever, required for smooth handling of cotton bales till deliveries to the ultimate parties, for local sale/export or any other mean of disposal.

#### 2. QUANTITY: -

TCP intends to procure one million cotton bales, which will be stored at various locations, therefore, successful bidder may be awarded different quantity at different locations as per requirements. Further, there is no commitment or guarantee about the total numbers of bales to be offered to the contractor for handling during the tenure of agreement under this bidding. The quantity award shall be made upon sole discretion of TCP.

#### 3. BASIS OF OFFERS/ PRICE

The price shall be quoted in Pak Rupees per one hundred bales (100) and to be quoted on the bid Form as per annexures. Price should be included all the expenditure, including provision of machinery, labour, cess, direct and indirect taxes, overtime, working on Saturday/Sunday/holidays, and other all kind of expenditure, whatsoever. Any claim beyond the offered price shall not be entertained by TCP.

#### 4. <u>SUBMISSION OF BIDS</u>:

- i) Interested contractors may submit their bids in sealed envelopes to be dropped in the Tender Box placed at Reception Counter of TCP's Regional office, 2<sup>nd</sup> Floor, Egerton road, Lahore on the date and time as per Invitation for Bid. Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered. The bids received will be opened on the same day (thirty minutes after deadline for submission of bid) in the TCP Board Room in presence of bidders or their authorized representatives who may wish to be present.
- ii) All bids must be submitted on the prescribed Performa given at Annexures.

#### 5. MANDATORY REQUIREMENTS:

Interested parties are required to submit their Bid accompanied with the following document/information:

- i) Details of relevant experience alongwith certificate(s) / Proof (s).
- ii) Undertaking to have capacity to at least handle 10,000 bales per day smoothly.
- iii) Copy of CNIC of at least 05 members of permanent staff.
- iv) Detail of contracts being performed presently.
- v) Copy of CNIC of owner/proprietor of Labour Contract Firm / Company.



- vi) Copy of NTN of Labour Contract / Proprietor / Firm / Company.
- vii) Copy of Sales Tax Registration Certificate, if any.
- viii) Complete mailing address for correspondence, including landline number/mobile number, and e-mail address (if available).
- ix) Pay order / Demand draft of Rs.500,000/- in favour of 'Trading Corporation of Pakistan'.
- x) Original receipt of Rs.1,000/- in respect of tender document charges or Payorder amounting to Rs.1,000/- in favour of 'Trading Corporation of Pakistan', as the case may be;
- xi) Undertaking on stamp paper that bidder is not blacklisted with any Government/Semi Government organization.
- xii) Successful bidder will sign/stamp each page of the tender document as acceptance of terms & condition.
- xiii) Financial Proposal as per proforma (Annexure-B&C); and
- xiv) Any other relevant details / information.

Note: All the above document/information are mandatory for submission of bids.

Any condition at offer/bid shall render the bidder as non responsive.

#### 6. VALIDITY OF OFFER:

Offers/bids should be valid for 60 working days w.e.f. date of submission of Bid.

#### 7. BID EVALUATION CRITERIA:

- i) Bids will be evaluated solely on basis ofprice / rate subject to their conformity with terms & conditions of bid/tender document. The consolidated rates will be considered for evaluation as best evaluated bidder.
- ii) Any condition, alteration, overwriting will attract declaration of the offer as non responsive / ineligible.
- iii) In the event of same / equal price / rate for more than one bidder, the preference will be given to bidder having more experience.

#### 8. ACCEPTANCE OF BID / AWARD OF WORK:

Letter(s) of Acceptance will be issued by fax as well as by courier to the successful Bidder(s) within the validity of offer.

#### 9. PERFORMANCE GUARANTEE / BID MONEY:

- i) Successful bidder is required to submit pay order/demand draft of Rs. 1,000,000/- in favour of TCP as performance guarantee within five working days w.e.f. date of acceptance of offer. Failing which the bid security will be forfeited.
- ii) Bid Security will be refunded after receipt of performance guarantee. Bid money / Security of un-successful bidders shall be refunded within 15 days of Award.



- iii) Performance Guarantee will be refunded after satisfactory performance of the contractor in all respect, after completion of entire work/cotton operation. No claim shall lie against TCP in respect of interest on Performance Guarantee regardless of the time of its refund.
- iv) Performance Guarantee will be forfeited, if contractor commits any breach of contract or fails to fulfill any term(s) or condition(s) of the tender document / agreement or if contractor fails to provide the services as per requirement of cotton operation.

#### 10. DOCUMENTS CONSTITUTING CONTRACT:

Successful bidder is required to sign agreement within seven working days of the acceptance of offer. Failing which the bid security / Performance Guarantee will be forfeited.

#### 11. JOB DESCRIPTION: -

The successful bidder is required to offer the following services at designated warehouses:

- i) unloading of Cotton Bales;
- ii) handling / shifting of cotton bales within the godowns;
- iii) staking of Cotton Bales with minimum seven bales high;
- iv) the stacking may be uptoseven bales high, as per instructions of Incharge Godown, for the purpose the contractor shall arrange fork lifter;
- v) provision of fork lifters for staking;
- vi) marking of cotton bales as per TCP's instructions;
- vii) binding of damaged cotton bales with all standards;
- viii) loading of cotton bales for ultimate disposal/sale;
- ix) handling / shifting of bales for sampling as and when required, which may require for more than one time;
- x) able to handle 10,000 bales per day, failing which the truck detention charges shall be deducted from bills of the contractor;
- xi) contractor will bound to perform work round the clock including Saturdays / Sundays / holidays, if required by TCP;
- xii) other allied services, as and when required for standard handling of cotton operation.
- xiii) The contractor shall arrange and keep available following equipment at respective godowns:
  - a. atleast one Fork Lifter of minimum 03 Metric Ton capacity;
  - atleast one Cotton Pressing multi foldable boom half jack Lifter of minimum 03 Metric Ton capacity;
  - c. at least two manual Weighing Scales of capacity not less than one metric ton with dead weight of minimum 500 Kg i.e. (1Kg x 5, 5Kg x 5, 10Kg x 5, 20Kg x 5, 50Kg x 5 and others);



- d. atleast two digital Weighing Scales of capacity not less than one metric ton;
- e. All the weighing scales/dead weight should be new and with required certification.

#### 12. FUNCTIONS DUTIES AND OBLIGATIONS:

- i) Collect RST-17 as (Labour slip/work schedule) from the godown staff duly signed and stamped by the Incharge Stores, representative (Officer Incharge godowns) showing name of station, factory lot No. and TCP Lot No. and get the specified work completed by their own labours/employees as given in Annex-B & C.
- Unload cotton bales (lot wise) from trucks on the platform by his own labour. Make stack of four bales to feed to the form-lifter by his own labourers. Ensure that while unloading the cotton bales from the truck on the platform no friction is caused by bailing hoops with the iron part of the body of truck or any iron part thereof to avoid any spark.
- iii) Whenever required to carry-out function of stacking contractor will ensure that cotton bales are stacked properly (lot wise) seven bales high by his own labour and with the help of forklift in such a way that no bale falls down from the stack. The contractor will, therefore, be wholly and solely responsible for all the damages either to be bale/bales person or persons, machine or any other item. And will ensure that one lot of hundred bales is distinct from another lot stacked for counting and location.
- Depile the bales from the stacked lots by his own labour with the help of forklift and bring the bales to put it on the plat form weighing scale for weighment and piling. He will make sure that no bale falls down from the stack. Contractors will, therefore, be wholly and solely responsible for all damages either to the bales person, machines, material, building or its fixture.
- v) Depile the bales from the stacked lots by his own labour and with the help of fork-lifter to carry on the platform and load these on the truck without forklift from platform for shipment/local sale/shifting or for any other work. While de-piling and loading, he will make sure that no bale falls off from the stack and friction of hoops with any iron part of body of the truck iron gate or iron part on the platform is caused so as to given off any spark. Contractor will, therefore, be wholly and solely responsible for all damages either of bale, person, machine or material, building and its fixture.
- vi) Ensure that the work regarding local sample, arrival sample (with Kacha binding), shipment sample and delivery sample, type sample 20/100 Ibs and sampling/repair of bales with one original hoops broken and sampling with one ring, bales with two original hoops broken and sampled with one ring, bales with three original hoops broken and sampled with two ring and bales (original of two hoops) with both the original hoops burst) in case of bales pressed in Cummings press or in round press are carried out properly to the entire satisfaction of the Corporation or Incharge Godown or his representative.
- vii) Ensure that the marking repairing, binding, hooking, wire brushing, stitching, wrapping and stencil cutting work are carried out properly and to the entire satisfaction of the Corporation or Manager Godown's representative. The contractor is to be constantly at the site of work and shall give his whole time to the superintendence of all works to be done.
- viii) Maintain regular arrangement for provision of labours and supervisory staff required for efficient performance of these functions under the contract. The contractors shall not



- decline to accept any lot, bales consignment, entrusted to them for handling of cotton on the grounds of inadequate of such arrangement or for any other reason.
- ix) Shall be liable for any damages to persons, goods or any other property of the Corporation arising out of carelessness or negligence of their labours/employee agents in or about the performance or his contract. The corporation's decision regarding fixation of the responsibility in this regard shall be final and binding.
- x) Shall perform all work entrusted to them faithfully, efficiently and promptly to the best advantages of the Corporation and with same degree or economy, prudence, diligence and judgment which they would have exercised had they been working on their own account.
- xi) Shall not divulge, pass on and be responsible for divulging or passing on, any information coming in their possession during the performance of their functions under this contract, to any person or organization without the written authority of the Corporation.
- xii) The contractor shall take full responsibility for the proper care and safety to the labour for the execution of work and of all tools, equipment and materials issued to them from time to time for the work and other things belonging to the Corporation or which may be on the site. And in case any damage or loss of injury shall happen thereto or any part thereof from any cause whatsoever shall be at his own cost, replace, repair and make good the same.
- xiii) The Corporation shall not be liable for or in respect of any damages or compensation or claim payable in case of any accident or injury to any labour or other person in the employment of the contractor for the execution of work for the corporation and the contractor shall indemnify and shall always keep indemnified the Corporation against all claims, damages, compensation and proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- xiv) The duration of contract may be extended by mutual consent upto one year if required for carrying out obligations under the contract and no advance payment shall be made to the contract save as expressly stated in the contract.
- xv) The contractor shall be responsible for the payment of income tax, super tax and all other taxes or hereafter livable or in relation to his income including the contractors income arising out of the contract, and rates stated in annexure shall be deemed to cover all such taxes.
- All disputes, controversies or differences which may arise between the parties out of or in relation hereof except to the exercise of power or decision by Corporation of any matter, the decision of which is specifically provided in the contract, the matter in dispute shall be referred to the Chairman of the Corporation or his nominee whose decision shall be final and binding upon both the parties.
- xvii) So long as the contract is subsisting and operative the Corporation shall be entitled in its sole discretion:
  - a. To engage labour of similar trades and calling as the contractor is required to engage for completion of work.
  - b. To appoint any other contractor for the handling of cotton bales.

#### 13. PENALTY:

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Contractor shall be responsible for all direct and indirect losses/consequences suffered by TCP in case of:

- i) Delay in performance of assigned duties, responsibilities, job, functions, etc;
- ii) Any loss sustained by TCP due to fault of contractor;
- iii) Any demurrage / detention charges of truck incurred on TCP due to failure of contractor, will be borne by the contractor;
- iv) TCP reserves the rights to recover the losses from bill(s) amount and performance guarantee. In case of losses suffered by TCP are more than amount of Bill(s) / performance guarantee, TCP reserve to recover its losses from the contractor.
- v) Besides penalty, any appropriate action can be initiated against contractor, which may include blacklisting and/or suspension of the contractor for future work or another action deemed appropriate by TCP.
- vi) In case of violation of No Smoking policy, the TCP reserves rights to impose penalty on contractor upto Rs.50,000/- on each incident, in addition to recover losses caused violation by the contractor.

#### 14. **GENERAL CONDITIONS**:

- i) All The Godowns / Open spaces and allied areas are strictly No Smoking / No Splitting zone. The contractor shall ensure deployment of labour accordingly. In this situation the TCP observes zero tolerance.
- ii) Any claims of injuries, loss of limb of life to labor and other workers engaged / employed by the Contractor for operations under this Tender / Agreement or work connected directly or indirectly with this Tender / Agreement shall be settled and paid by the Contractor directly. TCP shall in no way be responsible for any compensation in this connection. If required, the contractor shall arrange insurance of labour/human resources/other resources at own.
- iii) The Contractor shall cover all financial rates, whatsoever, including labor charges and all type of the operational cost.
- iv) Any increase or decrease in any levies or rates imposed by the Government/CBA, labor wages, and/or fluctuation in market rates of equipment, materials, labour etc. during the operation of this Tender / Agreement shall be on the Contractor's account and no claims for such increase shall be entertained by the TCP.
- v) Any taxes/duties already in place or levied by the Government during the currency of the Tender / Agreement will be on account of Contractor and no claim shall be entertained by the TCP.

#### 15. PAYMENT:

Payment of the bills will be made on fortnightly basis for the work performed by contractor satisfactorily. Contractor is required to submit the following documents along with 100% bills:

- Invoice with covering letter both duly signed and stamped by authorized officer.
- ii) Verified Labour slip duly signed by TCP's official.



- iii) Certificate of authentication of work done by labours issued by Godown Incharge.
- iv) National Tax No.
- v) Agreement copy.
- vi) Copy of award letter.
- vii) Sales Tax, if any.
- viii) Any other document required by TCP.

#### 16. **INELIGIBILITY:**

Any Contractor / Firm / Company in litigation with TCP or which has defaulted /or has been blacklisted shall not be eligible to submit bids.

#### 17. CANCELLATION OF CONTRACT:

If the contractor fails to perform assigned duties satisfactorily, TCP shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. TCP shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

#### 18. DISPUTE RESOLUTION:

Any difference or dispute 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 Parties. Should the parties fail to come to an amicable settlement the same shall be referred to the Chairman, TCP or his nominee whose decision shall be final and binding on both the parties. Dispute resolution

#### 19. VALIDITY OF AGREEMENT:

This agreement against this tender shall be valid for one year w.e.f. date of signing of agreement. However, the contractor shall be responsible to fulfill the work in hand as per terms & conditions of the agreement.

#### 20. PRE-BID MEETING:

A Pre-Bid meeting shall be held on 1<sup>st</sup> August, 2023 in the Board Room of TCP's Regional Principal Office, situated at Regional office, 2<sup>nd</sup> Floor, Egerton road, Lahore.



#### **INTEGRITY PACT**

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

Thehereby 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
Thecertifies 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.
Theaccepts fully 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



#### RATES FOR HANDLING OF COTTON BALES INCLUDING WEIGHMENT ETC.

CP(RO Lahore)/Cotton-1/2023	Friday, July 21, 2023
1. Name & Address of Bidder: Telephone:	
Fax:	
Email:	
Sales Tax No.	
National Tax No.	

2. We offered our rates for provision of Labour for handling of Cotton Bales at TCP's Godowns situated at Multan as per terms and conditions of the Tender document No. TCP(RO Lahore)/Cotton-1/2023, dated 21-07-2023:

Sr.	Brief Job Description	Rates per 100 Bales at TCP's Godowns situated at Multan
1.	UNLOADING TO STACKING	
	<ul><li>i) Unloading cotton bales from truck</li><li>ii) Feeding four bales of forklifts on plateform for stacking.</li></ul>	
2.	WEIGHMENT WORK	5.5465.51666
	<ul> <li>i. De-piling four bales from stack for weighment.</li> <li>ii. Carrying bales to weighing scale.</li> <li>iii. Feeding four bales to forklift (after weighment/Kacha, pacca marks).</li> </ul>	
3.	DEPILING AND LOADING	
	<ul> <li>i) Depiling four bales from stack for loading.</li> <li>ii) Loading bales to trucks from platform.</li> <li>iii) Manual Weighment including weighing scales.</li> <li>iii) Sorting of bales.</li> <li>iv) Bora un-loading bora loading bora shifting bora piling (separate rate)</li> </ul>	
4.	MANUAL WORK	
	<ul> <li>i) Unloading from truck (without forklift).</li> <li>ii) Carrying bales for stacking Godown (with fork lift).</li> <li>iii) Stacking seven bales high (without fork lift).</li> <li>iv) De-piling carrying spreading bales for marking/repairing/binding after weighment (with forklifter)</li> <li>v) Depiling carrying bales, putting on and bringing down from weighing scales (without forklift) and carrying piling.</li> <li>vi) De-piling carrying bales on platform</li> </ul>	



Sr.	Brief Job Description	Rates per 100 Bales at TCP's Godowns situated at Multan
	and loading in truck (without) fork lifter for local shifting. vii) Covering Tarpaulins and uncovering Tarpaulins.	
5.	CONTAINER LOADING	
	<ul> <li>i) De-piling carrying bales and loading into container including stacking etc.</li> <li>ii) De-piling carrying bales &amp;laoding in trucks in local sale including stacking etc.</li> <li>iii) Loading in local trucks (within Godown</li> </ul>	
	Premises)	See the seed
6.	Provision of lifters  i) Supply of one Fork lifter, Multi foldable Bomm, half jack with minimum capacity of three 3 MT with fuel, maintenance alongwith operator round the clock	Rent/Rate per month
	ii) Supply of one Cotton/bale pressing lifter, Multi foldable Bomm, half jack with minimum capacity of three 3 MT with fuel, maintenance alongwith operator round the clock	Rent/Rate per month

The above pa	le by all the terms and conditions of syments will be subject to deduction of required amount is enclosed as p	of applicable taxes by the	ТСР
	order/Demand Draft No.	dated	
b. Drawn at Bank		Branch	
Signature			
Name			
Designation			
CNIC No.		Laufani, k	(copy enclosed)
Date			
Stamp			



### RATE FOR MARKING WORK/BINDING WORK

	1. Name & Address of Bidder:	<u> </u>
	Telephone:	
	Fax:	
	Email:	<u> </u>
Sales Tax No.		
	National Tax No.	
r.	2. We offered our rates for following tabula TCP's Godowns situated at Multan as p TCP(RO Lahore)/Cotton-1/2023, dated 2  Brief Job Description	Rates per 100 Bales at TCP's Godowns
	Bill 600 Description	situated at Multan
	CHINA MARKING	
	PACCA MARKING	
	KACHA MARKING	
	HOOKING	
	LOOSE DAMAGE	
	END MIDDLE DAMAGE	
	END DAMAGE	
	LOOSE	
	END MIDDLE BINDING	
	END BINDING	
	MIDDLE BINDING	
	TWO ENDS BINDING	
	WORE BRUSHING	
	SAMPLE DRAWING	
ď	KACHA BINDING	
8	TYPE SAMPLE	
	PACKING	
	BORA FILLING	
	MUNDIA SITITCHING	
	1.101,211 01111	
	TARE OPENING	



Signature	
Name	
Designation	24 ft 5
CNIC No.	(copy enclosed
Date	
Stamp	

