



TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No. TCP/D&POD/Sugar/Stev/21-3/2021-22

July 19, 2021

INVITATION FOR BID

**STEVEDORING AND IN-PORT HANDLING OF (BAGGED SUGAR) AT
KARACHI PORT / PORT QASIM**

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, invites sealed bids through Single Stage Two Envelop procedure from the reputed sole proprietorships / firms / cargo handling companies / stevedores (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), having valid license of Stevedoring/Cargo Handling with Karachi Port Trust (KPT)/Port Qasim Authority, for Stevedoring and In-port Handling of bagged sugar consignments at Karachi Port/Port Qasim, respectively.

2) Bidding documents containing detailed terms and conditions, work description, procedure for submission of bids, bids security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee, etc are available on payment of Rs. 2,000/- (Rupees Two Thousand Only), which can be purchased on all working days from (Monday to Friday) during 0900 hours to 1700 hours from **19th July, 2021** till **06th August, 2021** at **1030 hours** (i.e. half hour before bid dropping time), from the following offices of TCP:

- a) The Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);
 - b) The General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 3rd Floor, Building No.1, Aiwan-e-Iqbal Complex, Edgerton Road, Lahore (Phone No. 042-99206065-69);
 - c) The Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 16th Floor, State Life Building No.5, Jinnah Avenue, Islamabad (Phone: 051-9222441-42, Fax: 051-9222443); and
- 3) The bidding documents can also be downloaded from official websites of TCP www.tcp.gov.pk and PPRA www.ppra.org.pk.

4) The bids comprising two separate envelopes in respect of **Technical Proposal** and **Financial Proposal**, prepared in accordance with the instructions in the bidding documents must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block 'B', Finance and Trade Centre, Sharah e Faisal, Karachi, on **06th August, 2021, latest by 1100 hours**. The **Technical Proposals** shall 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. After evaluation and approval of Technical Proposals, TCP shall open publically the **Financial Proposals** of the technically accepted bids. **The date of opening of Financial Proposals will be communicated to all the bidders accordingly**. Financial Proposals found technically non-responsive shall be returned unopened to the representative of bidder(s).

5) TCP reserves the right to accept or reject any or all offers, wholly or partially as per PPR, 2004.

6) This advertisement is also available at the official websites of TCP www.tcp.gov.pk and PPRA www.ppra.org.pk.

Khizar Hayat
General Manager

Dispatch & Port Operations Division
Ph # 021-99207550

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED**STEVEDORING AND IN-PORT HANDLING OF BAGGED SUGAR (BREAK BULK) AT
KARACHI PORT / PORT BIN QASIM****TERMS & CONDITIONS****1. GENERAL CONDITION**

- i. TCP invites sealed bids from the reputed sole proprietorships / firms / cargo handling companies / stevedores (active tax payers, duly registered with Income Tax and Sales Tax Department-FBR/SRB) having valid license of Stevedoring / Cargo Handling with Karachi Port Trust (KPT)/Port Bin Qasim, for Stevedoring and In-port handling of imported sugar (bagged) consignments scheduled to arrive at KPT/PQA. The rates are to be quoted per metric ton basis (all-inclusive, i.e., overtime, and all other expenses of any other kind whatsoever).
- ii. **TCP has the right to reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPR, 2004.**
- iii. Bids must be accompanied with the Earnest Money of **Rs. 500,000.00 (Rupees five hundred thousand only)** in the form of Bank Pay Order/Demand Draft from scheduled Bank in Pakistan in favour of "Trading Corporation of Pakistan (Pvt.) Ltd, Karachi". Bids not accompanied with the required Earnest Money shall not be considered.

2. ELIGIBILITY / METHOD OF PROCUREMENT

- i. Sole proprietorships/firms/companies/individuals, duly registered with Income Tax and Sales Tax Department having valid license in their own name for stevedoring/cargo handling company with Karachi Port Trust / Port Qasim Authority as well as having experience of at-least three years for handling of bulk / break bulk cargo in Pakistan, are eligible to participate in the tender. The bidders may submit their sealed offers / bids comprising separate envelopes in respect of Technical Proposal and Financial Proposal. Absence of valid license for KPT / PQA and / or required minimum experience, shall render the bidder, ineligible to participate in the tender.
- ii. Sealed bids through Single Stage Two Envelop procedure from the reputed sole proprietorships / ship / firms / cargo handling companies / stevedores (active tax payers duly registered with Income Tax and Sales Tax Department - FBR/SRB) are invited.
- iii. The bid shall comprise a single package containing two separate envelopes. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

3. INELIGIBILITY

- i. The individuals / sole proprietorships firms/ companies who are Black listed by TCP or any other Government entity are not eligible to participate in the tender. Further those individuals / sole proprietorships firms/ companies who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the bids, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the tender opening date.

- ii. The firm(s)/stevedores/companies/individuals/bidder(s), who are involved directly or indirectly in the supply of sugar (bagged) to TCP, as the suppliers of imported sugar or as local representative, will be ineligible for participation in this tender.
- iii. Bids not complying with the above instructions or submitted conditionally or submitted without required documents or required bid/earnest money are liable to rejection.

4. **PRE BID MEETING**

A pre bid meeting of tender shall be held on **29-07-2021 at 1100 hours** in the Board Room of TCP at 4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi.

5. **SUBMISSION OF BIDS / OFFERS: -**

- i. **Technical Proposal(s)** should invariably be accompanied with the following documents:-
 - a. Original receipt of purchase of tender documents in the name of the Bidder.
 - b. All tender documents duly signed and stamped on each page, except the Bid Form as per Annex-I.
 - c. Bids shall be accompanied with an earnest money of **Rs. 500,000/- (Rupees Five Hundred Thousand)** in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within fifteen days of finalization of tender.
 - d. Copy of Income Tax Registration Certificate / NTN Certificate and Sales Tax Registration Certificate in the name of Bidder(s) or proprietor(s), alongwith active tax payers list showing the name of bidder(s).
 - e. A valid license of stevedoring in the name of the bidders/stevedores at Karachi Port Trust / Port Qasim Authority.
 - f. Copy of status of Ownership (Sole Proprietorship, partnership Firm and Article and Memorandum of Association of Limited Company alongwith Registered address and Names, Addresses and Photocopies of valid CNIC of Owner/Partner/Directors) attested by Notary Public.
 - g. Detailed documents of handling of Bulk / Break Bulk Cargoes in Pakistan showing experience of atleast three years.
 - h. A certificate from the Bank, showing the Bidder's credit worthiness for an amount of not less than rupees 20 (Twenty) million. The certificate should be dated, not earlier than 10 days prior to the Publication of Tender.
 - i. The details of equipment to be utilized for discharging and handling of imported sugar (bagged) possessed by the bidder.
 - j. An Affidavit to the effect that the bidders have not been black listed by any Government department/autonomous body/TCP.

- k. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation.
- l. An undertaking to the effect that the bidder or their owner/ partner/ director/ employee/ worker has no link with the suppliers of imported sugar (bagged) or their local agent.
- ii. Financial Proposal should invariably be submitted in the 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 any condition, explanation, details or any additional information on the bid-form can be the reason for rejection and TCP reserves the right to forfeit the earnest money, without prejudice to TCP's claim for compensation.
- iii. The Tender shall be awarded to the lowest responsive bidder.
- iv. Taxes will be applicable as per law.

6. **EVALUATION CRITERIA**

- i. Sealed offers/bid in an envelope, comprising two separate envelopes in respect of **Technical Proposal** and **Financial Proposal** to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block 'B' Finance & Trade Centre, Sharea Faisal, Karachi on the date & time given in the IFB. The Technical Proposals will be evaluated by the Bid evaluation Committee and after evaluation and approval of Technical Proposals, TCP shall publicly open the Financial Proposals of the technically accepted bids only. Financial Proposals of bid(s) found technically non-responsive, shall be returned unopened to the representative of bidder(s).
- ii. TCP reserves the right to extend the opening date of Financial Proposal under intimation to the bidders.
- iii. TCP reserves the right to verify the equipment(s) as offered by the bidder(s) at any time. The Stevedore(s) is required to keep the equipments ready for inspection by TCP's nominated officer(s)/surveyor(s)/representatives from the date of opening of Technical Bid. (The equipment should be in running/operating conditions at the time of inspection).

7. **VALIDITY OF OFFER(S): -**

- i. The offer(s) shall remain valid for acceptance for 30 days w.e.f. the date of opening of Financial Bid. The bidder(s) stevedore(s) must be in a position to handle the vessels carrying imported sugar (bagged).
- ii. If any bid is withdrawn before the expiry of validity period or if the successful bidder fails or defaults in completing any or all formalities prescribed herein, or fails to take up the work upon the issuance of the letter of acceptance by TCP, then without prejudice, to any other legal remedy for recovery of loses or damages incurred by TCP due to such default or failure, TCP shall forfeit the earnest money forthwith.

8. **EARNEST MONEY**

- i. Bids shall be accompanied with an earnest money **of Rs.500,000/- (Rupees Five Hundred Thousand)** in the form of Pay Order/Bank Draft in favour of Trading

Corporation of Pakistan (Pvt.) Ltd., Karachi. Earnest money of unsuccessful bidders shall be returned within 15 (fifteen) days after finalization of tender.

- ii. On receipt of Performance Guarantee, the Earnest Money shall be refunded to successful bidders. In case successful bidder fails to furnish the performance guarantee within three working days, TCP shall forfeit the earnest money without prejudice to any other claim by TCP.

9. PERFORMANCE GUARANTEE

- i. In case of award of the tender / contract, the bidder shall furnish within three working days a Performance Guarantee of Rs. 5,000,000/- (Rupees Five millions) in the form of Pay Order/Bank Draft in favour of Trading Corporation of Pakistan (Pvt.) Ltd., Karachi, for smooth running and satisfactory completion of the entire operation of stevedoring and in-port handling of sugar (bagged) in all respects. No interest will be claimed by the Bidder on the said guarantee.
- ii. TCP shall forfeit the Performance Guarantee if the bidder: -
- Fails to provide the required services as per terms & conditions of tender document.
 - Commits any breach of contract or fails to full any terms or conditions of the contract.
- iii. The Performance Guarantee will be released to the bidder on successful and satisfactory execution of the contract. No claim shall lie in respect of interest on Performance Guarantee regardless of the time of its release.

10. SIGNING OF CONTRACT/PROVISION OF DOCUMENTS: -

In case of award of the tender/contract, the party/stevedore/cargo handling company/terminal operator/bidder shall be responsible to sign the agreement with TCP within three days after award of contract and also submit the Integrity Pact as per Annexure-I and shall be responsible to complete all documents, as notified from time to time. Tender documents, invitation of bids and integrity pact shall be the integral part of the contract.

11. JOB DESCRIPTION: -

- Stevedoring and In-port handling of sugar (bagged cargo).
- After the berthing of vessel, the stevedore shall arrange joint surveys of the ship and cargo (bagged sugar) in the presence of all attending surveyors including that of TCP's surveyor in order to assess the quantity and quality of cargo (bagged sugar) before commencement of unloading and after completion of discharge. The stevedore shall also be required to submit joint survey reports and the Joint cargo condition survey report duly signed by all attending surveyors and the master of the vessel, to the officer designated by TCP, initially within 24 hours of the berthing of the ship and finally within 24 hours of completion of discharge.
- Arrange discharging of bagged sugar from the bulk carrier or any other type of vessel as fast as possible but no less than an average daily discharge rate of 3,500 MT and in case of double/twin hatches/decker discharge rate would be 3,000 MT per weather working days (PWWD) from carrying vessel including

Sundays and holidays (except the days when the port is closed) subject to availability of sufficient cargo (bagged sugar) in the ship, initial shift/first eight hours after berthing of the vessel and vessel shifting time not to count.

- d. Be responsible for any demurrage @ US \$ 10,000 (US Dollar ten thousand) per day incurred on the vessel due to delay/loss in discharging, if the stevedore is at fault. The time shall be counted after the vessel is secured alongside the berth. TCP will deduct the detention charges @ US\$10,000 per day or prorate at source from the bills of stevedore, if the desired discharge rate is not maintained. TCP reserve rights to deduct the detention charges @ US\$10,000 per day or prorate, if the discharging suspended by the stevedore at his own and TCP reserves the right to get the remaining cargo discharged through another stevedore at the entire risk and cost of the stevedore. Besides, the stevedore may be black listed for not fulfilling the contractual obligation.
- e. Stevedore shall obtain the storage space from Port Authorities for temporary storage of cargo (bagged sugar).
- f. All port and Survey formalities.
- g. Arrange stacking & storage within Port area before deliveries to TCP's nominated transporter/parties.
- h. Deliveries to the transporters/parties nominated by TCP direct from Wharf.
- i. If required, stevedore shall arrange out turn report issued by the Port Authorities and also port weighbridge slips, if required, for outgoing cargo (bagged sugar).
- j. The discharging equipment / platforms shall be placed well away from the seashore to avoid any chance of flow / spillage of cargo into sea.
- k. Arrange to furnish, 24 hours cargo (bagged sugar) discharge and dispatch report by 0830 hours daily (in duplicate) to the designated TCP officer, dispatch report should be signed and stamped by TCP's nominated transporters/parties.
- l. Suspend discharge and inform TCP promptly in case of any damage occurring to cargo by rain or leakage or any other reason etc. and resume discharge only under instructions in-writing from the officer designated by TCP. In case of damage to cargo in the holds of vessel, the cargo will be discharged only after permission in writing of TCP's representative and joint survey. Report of survey will indicate extent of losses due to damages, which will form the basis for TCP to lodge claims on the parties concerned. If the stevedore fails to obtain aforesaid permission or did not submit the joint survey report within two hours / well before sailing of the vessel, the loss sustained by TCP shall be on stevedore's account. The report for damage cargo should be submitted to General Manager (D&POD) immediately on completion of the joint survey before sailing of the vessel and copy to Shipping Agent of the vessel well before departure/sailing of the vessel to allow TCP to take lawful action. If the damage cargo is found in the holds of the vessels. The stevedore shall be required to serve the notice to all concerned including master of the vessel, shipping agent, under writer and will arrange the joint survey. The stevedore will obtain the findings/report of joint survey indicating the exact quantity/quantum of loss as well as the agency/party responsible, enabling TCP to lodge the claim on party concern, other-wise the stevedore shall be responsible and losses/consequences shall be recovered from the stevedore. In case of damaged cargo found upon completion, near to completion after office hours, on holidays, the

stevedore will immediately serve notice to Master of vessel and Shipping Agent and will inform General Manager (D&POD) on telephone as well as in writing on very next working day by 0910 Hrs.

- m. Any damage to the ship shall be settled by the stevedore with ship-owner directly without involving TCP.
- n. During operation, stevedore will ensure adequate protection of quality of cargo in all respect, like damage due to rainwater, soiling or other damages and also responsible to cover the holes etc. at berth/plinth by tarpaulins/plastic underneath/grill/etc.
- o. Carefully watch discharge of cargo and in the event of noticing of any damage to cargo at any stage, in the vessel, serve immediate and proper notice of loss/damage to the Master of the vessel(s), vessel's agent, Area Officer KPT and TCP; and arrange immediate removal of such damaged cargo to plinth /storage space after bagging under intimation to the officer designated by TCP. Failure to do so would render the stevedore liable for the losses incurred.
- p. Arrange to furnish statement of facts (SOF), duly checked and signed by the Shipping Agent to TCP within three (3) days of completion of discharge.
- q. Arrange to furnish statement of facts, duly checked and signed by the Master of the vessel and/ or Shipping Agent to TCP within two days of completion of discharge, in case of Shipping Agent's refusal to sign, the stevedore shall refer the case to TCP.
- r. Be responsible for payment of all charges of labour engaged for the stevedoring/handling of cargo (bagged sugar) and all other miscellaneous expenses including labour cess, etc. under this agreement.
- s. Arrangements for collecting sweeping/spillage of cargo in hatch/hold and on deck of the vessel and anywhere else. Arranging for tractor/shovel/loader etc, or other equipment required for this purpose. Any type of expenses, for this purpose shall be on account of stevedore, and no claim shall be entertained for payment purpose and to allow more time for discharging.
- t. Ensuring that cargo (bagged sugar) discharge work continue uninterrupted round the clock on 24 hours basis including Sunday and holiday except the meal/tea break (not more than three hours out of 24 hours during normal days and not more than six hours out of 24 hours during Ramzan month) and stopped by TCP and/or by Port Authorities in writing. (payment of overtime shall be the responsibility of stevedore).
- u. If required, the stevedore shall provide the Digital weighing scales and all necessary assistance to check weighment of bags, to TCP's nominated Surveyor(s) or any other representative(s).
- v. Remove bagged cargo if required from wharf/foreshore/shipside and store in the sheds or plinth or any place within the premises of port as per instructions of TCP and deliver the same to the TCP's nominated transporters/parties and collect residual, etc. from plinth after completion of unloading of cargo (bagged sugar) from vessel and after loading into the vehicles, after proper weighment.
- w. Arrange loading/unloading of bagged cargo from plinth to trucks and/or from truck to truck and/or truck to train or any other mode of transport within port are, including

stacking, counting of bags, collection of sweeping from trucks/wagons, etc., bagging of sweeping, stitching of sweeping bags, cleaning of trucks and provision of other equipment/services necessary for satisfactory performance of the work including stacking providing and spreading tarpaulins etc., Uniform stacking to be made on dunnage upto 22 bags high at plinth/shed in port area.

- x. Arrange deliveries of cargo (bagged sugar) to the transporters/parties nominated by TCP and keep party wise record properly, upto loading into the trucks/trailer/vehicles/wagons etc. The loading shall be responsibility of stevedore. The stevedore shall also be responsible for loading of the vehicle within five hours (the time shall be counted after the weighment/entry of truck into port area), failing which vehicle detention charges/claims shall be recovered from bills of stevedore. All vehicles shall strictly be loaded in first come first load basis.
- y. The cargo will be delivered to TCP's nominated transporters/parties as per satisfaction of transporters/parties against proper clean receipt which must be marked by transporters "cargo found sound and intact in satisfactory condition _____ bags, _____ MT Net", any other remarks on receipts shall never be treated as proper clean receipt.
- z. Stevedore shall receive the 2% empty bags from the vessel, keep the record properly and same shall be delivered to the TCP's nominated transporter as per instructions of TCP, empty bags can be used at maximum of 0.5% bags for re-filing of torn bags/sweeping/spillages after getting approval in-writing by TCP (bags should be filled in 50 Kg Net packing per bag). The re-filled bags shall be dispatched separately after joint survey of TCP's surveyors and representatives of transporters.
- aa. Stevedore shall ensure that no hooks are used for handling of bags under any circumstances.
- bb. Keep the shed and stocks clean for any inspection throughout the storage period and take all precautionary measures to avoid any damage to Cargo (bagged sugar) and other Government stores in case of rains including covering with tarpaulins and use of dunnage / plastic underneath.
- cc. The stevedore shall arrange tally and documentation and if required, obtain the out turn report issued by the Port Authorities for outgoing cargo (bagged sugar).
- dd. Stevedore will be responsible for any loss arising due to delay or otherwise sustained by ship-owner as a result of labour strike or suspension of work on any account except for port labour union (CBA) strike.
- ee. In case of excess cargo (bagged sugar) the stevedore will ensure delivery of excess cargo (bagged sugar). Stevedore will make proper arrangements for its temporary storage (storage or demurrage charges will be paid by TCP) protecting it against rain water, soiling or other damages.
- ff. The stevedore will strictly comply with the instructions issued by TCP from time to time of discharge/dispatch of cargo (bagged sugar) on "Free on Transport"/ "Free on rail" (FOT/FOR) against proper clean receipt, directly from wharf/shed located within port area.
- gg. Handling loss for total operation till completion of deliveries of TCP's nominated transporters/parties will be permissible at actual but not exceeding 0.05% for each vessel.

12. OTHER CONDITIONS

The Stevedore shall cover all financial rates of labour (including Dock Labour Board Cess) whether acquired through collective bargaining or given as stated hereunder:-

- a. Any increase or decrease in any levies or rates imposed by the Government/CBA, labour wages and/or fluctuation in market rates of equipment, materials, etc. during the operation of this contract, shall be on the Stevedores' account and no claims for such increase shall be entertained by the TCP under any circumstances.
- b. Any taxes/duties already in place or levied by the Government during the currency of the contract will be on Stevedore's account and no claim shall be entertained by the TCP.
- c. Any claims of injuries, loss of limb or life etc to labour and other workers engaged/employed by the Stevedore for operations under this contract or work connected directly or indirectly with the contract shall be settled and paid by the Stevedore. TCP shall in no way be responsible for any compensation in this connection and shall be fully indemnified.
- d. In the event of establishment of Dock Labour Board at Karachi Port Trust (KPT / PQA), the rules laid down and the all cess/charges levied by the Board for labour/stevedore on all accounts shall be payable by the Stevedore without any liability on the part of TCP.

13. PAYMENT

- i. 80% payment will be made after completion of discharging of specific vessel. The Stevedore is required to submit the following documents alongwith 80% bill: -
 - a. Invoice with covering letter, both duly signed and stamped by the stevedore's authorized officer.
 - b. Original set of discharge reports duly signed and stamped by the Master/Chief Officer.
 - c. Dispatch report of cargo which is dispatched till date duly signed and stamped by stevedore's authorized officer as well as the Receiver(s) / Transporter.
 - d. Copy of signed agreement with TCP.
 - e. TCP's appointment letter for the specific vessel.
 - f. Quantity certificate, duly signed and stamped by stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.
 - g. Time sheet/SOF showing the discharge rate maintained by the stevedore.

- h. A certificate by the stevedore that all cargo discharged in accordance with terms and condition of this contract/agreement / tender, and no claim is recoverable from the vessel in respect of damage cargo/ short landing.
- ii. Balance 20% payment will be made after completion of delivery from wharf/shed/port area of specific vessel. Stevedore is required to submit the following documents alongwith 20% bill: -
 - a. Invoice with covering letter, both duly signed and stamped by stevedore's authorized officer.
 - b. Copy of complete set of discharge reports duly signed and stamped by the Master/Chief Officer.
 - c. Final dispatch report of cargo duly signed by the Receiver(s) / Transporter.
 - d. Copy of signed agreement with TCP.
 - e. TCP's appointment letter for the specific vessel.
 - f. Quantity certificate, duly signed and stamped by the stevedore's authorized officer mentioning quantity of cargo discharged from the vessel with full detail and also mentioning damaged cargo of any kind, if discharged from the vessel.
 - g. Consignment account of vessel / empty PP bags duly signed & stamped by the stevedore's authorized officer.
 - iii. Taxes shall be applicable as per law.

14. PERIOD OF CONTRACT: -

Contract will be deemed to have commenced on the date of issuance of acceptance letter and shall remain in force for a period of one year and extendable for a further period of six months at sole discretion of TCP. However, the stevedore shall be responsible for completion of functions, if any work in progress upon expiry of contract. The contract can be terminated earlier by the TCP at its sole discretion. The TCP shall not be liable for any damage / loss suffered / compensation to the stevedore due to such cancellation by TCP.

15. RESOLUTION OF DIFFERENCE / DISPUTE BY 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 TCP and Stevedore. Should the parties fail to come to an amicable settlement the same shall be referred to two Arbitrators to be nominated one each by the Stevedore and the TCP within fifteen days of notice from either side or in the case of the said Arbitrators not agreeing, then to an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration Act 1940.

ANNEXURE-I

**BID FORM FOR STEVEDORING AND IN-PORT HANDLING OF BAGGED SUGAR
(BREAK BULK) AT KARACHI PORT / PORT QASIM**

Reference your advertisement which appeared in the daily ----- dated -----
-----, we offer the following rates on per metric ton net basis for stevedoring and in-port
handling of bagged sugar at KPT/PQA upto deliveries to TCP's nominated transporters / parties.

Sr.	Name of Port	Rupees PMT Net, inclusive of all taxes for Stevedoring and In-port Handling of Bagged Sugar at Karachi Port / Port Bin Qasim (all-inclusive, i.e., overtime and all other expenses of any other kind whatsoever).
1	KPT	Rs. _____ PMT (Rupees _____)
2	PQA	Rs. _____ PMT (Rupees _____)

2. We have thoroughly read the Tender Notice and all Terms and Conditions of the tender and accepted un-conditionally and we also confirm that we shall abide by all the terms and conditions of the tender un-conditionally.

Signature : _____
Name : _____
CNIC No. : _____
Designation : _____
Company : _____
NTN No. : _____
Date : _____
Stamp : _____

