

ٹریڈنگ کارپوریشن آف پاکستان (پرائیویٹ) لمیٹڈ

Trading Corporation of Pakistan (Pvt) Limited

Phones : (92-21) 99202947-49 (3 Lines)
Fax : (92-21) 99202722, 99202595
E-mail : tcp@tcp.gov.pk
Website : www.tcp.gov.pk

4th & 5th Floor,
Finance & Trade Centre,
Sharea Faisal,
Karachi-75530 Pakistan

No. TCP/Godown-1/22-01/2019

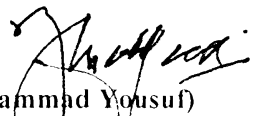
**PUBLIC NOTICE
INVITATION FOR BIDS**

Dated: 05-09-2019

SALE OF UNUSED JUTE BAGS ON AS IS WHERE IS BASIS

Trading Corporation of Pakistan (Pvt.) Limited (TCP), Karachi invites sealed bids for sale of unused Jute bags on "as is where is basis" available at TCP's Godowns 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 **25th September, 2019**, 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 payorder/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, Building No. 01, 3rd Floor, Aiwan-e-Iqbal Complex, Egerton Road, Lahore, Pakistan (Ph: 042-99206065); OR
 - iii. **Regional Office, Islamabad**, Trading Corporation of Pakistan (Pvt.) Ltd., Regional Office, 16th Floor, State Life Building No. 5, Jinnah Avenue, China Chowk, Blue Area, Islamabad (Ph: 051-9222441~2); OR
 - iv. **Regional Office, Gwadar**, Trading Corporation of Pakistan (Pvt.) Ltd Regional Office, House No. 2, Phase-I, New Town, Behind Roshan Masjid, Gwadar, Pakistan. (Ph: 0323-8352871).
5. TCP reserve 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).


(Muhammad Yousuf)
General Manager Godowns
(021) 99202963

TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
TENDER DOCUMENT
TERMS & CONDITIONS FOR SALE OF UNUSED JUTE BAGS ON AS IS WHERE IS BASIS

Sealed bids are invited from the interested parties for sale of new/unused Jute Bags. Lot-wise details of the Jute Bags is given below.

2. The following items, new/unused Jute Bags, on "as is where is basis". The cargo is presently stored at TCP's godowns located at Pipri, Karachi: -

LOT NO.	DETAILS OF BAGS	QUANTITY	LOCATION / SHED NO.
1	2	3	4
1.	New/Unused Jute bags	120 Bales / 36,000 Bags	F-1
2.	Unused Jute bags	23,000 Bags (approx)	29-E

2. **TERMS OF SALE:** -

Bags are being offered for sale on the following terms:

- a. As is where is basis
- b. Offer less than one lot shall not be considered (entire quantity as given in column-3 above):
- c. Subject to payment of applicable taxes/duties by the buyer: and
- d. 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: -

- a. The person who may not satisfy conditions as prescribed in the **clause 5** of this tender;
- b. Not having valid CNIC or NTN;
- c. who have ever defaulted with the TCP;
- d. 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
- e. any current employee of TCP or employee retired within last two years including officials on deputation with TCP; or
- f. any employee of Federal or Provincial Government.

4. **INSPECTION:** -

- a. Bags 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 items 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 items.
- e. Inspection shall only be allowed to those who bought the bid documents or shall produce a proof thereof.

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 of payorder of purchase of tender documents;
 - iii. Attested copy of valid CNIC or attested copy of NTN Certificate;
 - iv. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph 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.
 - vi. 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 (Pvt.) Limited*'; and
 - vii. 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 entire amount for that whole lot, instead of rate per item or rate per piece, to avoid confusion and any complication while evaluation of the offer;
- 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 item(s) for each lot separately;
- 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 fifteen 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 and TCP reserves the right to forfeit the bid security, without prejudice to claim compensation;
- h. Any alteration, cutting, overwriting, or any similar action will attract rejection of the offer, such offer will not be considered as a valid/responsive offer;
- i. In case of any difference in amount if different amount is written in figures and in words, the highest amount will be treated as offer;
- 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 sixty 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 item;
- b. TCP's Bid Evaluation Committee may seek 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 /any item/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 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.

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. 1,000/- per day per lot for next ten days (first extension);
 - ii. Rs. 2,000/- per day per lot for further ten days (second extension);
 - iii. Rs. 5,000/- per day per lot for further ten days (third extension);
 - iv. Any further extension shall be on sole discretion of TCP, 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 movement of Goods within the Godown premises for lifting of bags shall be borne by the buyer, which may includes the expenses relating to transportation of the purchased items 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. weighment charges (or any other charges) will be paid in addition to offered price made by the successful bidder;
- b. Rates are 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 jute bags, 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-I

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

Sir,

With reference your advertisement which appeared in the daily _____ on _____-09-2019.

I/We _____ S/o _____,

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

LOT / ITEM / QUANTITY	OFFERED PRICE (Excluding of taxes)	
	IN FIGURE	IN WORDS
Lot No. 1 New/Unused Jute bags (120 Bales / 36,000 Bags)	Rs.	
Lot No. 2 Unused Jute bags (7,000 Bags)	Rs.	

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 items. 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. Detail of the bid Security is given below:

Pay Order / Bank Draft No. _____
 Pay Order / Bank Draft Dated _____
 Issued by (name of branch & bank) _____
 Amount _____

8. Particulars are given below:

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

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