

TENDER NOTICE / INVITATION FOR BID
HIRING OF MUQADDAM AT GODOWNS OF UPCOUNTRY SUGAR
MILLS

The Trading Corporation of Pakistan (Private) Limited invites sealed bid(s) for appointment of muqaddam to provide the services as custodian of TCP's purchased/procured sugar stocks, placed in the premises of Sugar Mills. The rates are to be quoted per mill per month basis all inclusive of duties & taxes and all other expenses of any other kind whatsoever.

2. Interested parties having valid license (without which bid/contract liable to be cancelled) of muqaddam may submit their sealed offers/bids, to be dropped in the tender box placed at the reception counter of TCP's Principal Office, at 4th Floor, Block-B, Finance & Trade Centre, Sharea Faisal, Karachi on **11th December, 2014 at 10.30 am**. Bid(s) must be accompanied with an earnest money of Rs.100,000/- (Rupees One Hundred Thousand) in the form of Pay Order/Bank Draft from the first class 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. The bids received will be opened on the same day **at 11.00 am** in the TCP's Board Room in the presence of bidders or their authorized representatives, who may wish to be present.

3. Tender Documents containing detailed terms and conditions can be purchased from the following offices on payment of Rs. 1000/= on all working days (Monday to Friday) from 9:00 am to 5:00 pm after publication of the tender till 10.00 am on 11th December, 2014 or may be downloaded from TCP's website www.tcp.gov.pk and PPRA website www.ppra.org.pk and shall be submitted with pay order/demand draft of Rs. 1,000/= as tender fee.

- a) **The Deputy Manager (Cash)**
Trading Corporation of Pakistan (Pvt) Ltd.,
Block B, 4th Floor, Finance & Trade Centre, Sharea Faisal,
Karachi-74400
Phone: 021-99202947-49 Ext. 235
- b) **The Manager**
Trading Corporation of Pakistan (Pvt) Ltd.,
Regional Office,
1st and 2nd Floor,
384-E, Saman Burg,
Johar Town
Lahore.
Fax No: 042-35222702
Cell No: 042-35222869-72
- c) **The General Manager**
Regional Office,
Trading Corporation of Pakistan (Pvt) Ltd.,
16th Floor, State Life Building No.5, Jinnah Avenue
Islamabad
Phone 051-9222441-2 Fax No.051-9222443

4. The above tender is governed by and under PPR rules, 2004, as such, TCP as per Rule-33 has right to accept or reject any or all the bid(s) at anytime prior to their acceptance.

(Farman Ali Chohan)
General Manager (DOD)
021-99202957

TENDER DOCUMENT

HIRING OF MUQADDAM AT GODOWNS OF UPCOUNTRY SUGAR MILLS

TERMS AND CONDITIONS

GENERAL CONDITION:

- i. The Trading Corporation of Pakistan (TCP) is a state owned commercial organization set up by the Government of Pakistan in July, 1967 as Private Limited Company under the Companies Act 1913 (Now the Companies Ordinance 1984), with sole ownership and under the administrative control of Ministry of Commerce. TCP is acting as a public sector trade house i.e. exports of agriculture & consumer Sugar Stocks/Goods and import of essential commodities under specific directives of the Government. Besides, International trading, TCP also conducts domestic operation/trading which include procurement/sale of locally produced Sugar Stocks/Goods/essential commodities to stabilize their prices and supply position in the domestic market, whenever directed by the Federal Government.
- ii. The Trading Corporation of Pakistan (Private) Limited invites sealed bid(s) for appointment of muqaddam to provide the services as custodian of TCP's purchased/procured or shall be purchased/ procured sugar stocks and placed/stored in the godowns in the premises of Sugar Mills located in different parts of the country.
- iii. The Muqaddams who are blacklisted, declared defaulter, suspended or terminated due to poor performance from any Public Sector Organization/Government Body/ Government Department are not eligible.
- iv. TCP will not allow firms with common Owners/Directors/Managers/Operators to tender for more than one service. In case of application received for more than one services with firms with common Owners/Directors/ Managers/Operators, the firm cannot participate in bidding to provide any service, till cancellation of any one or more service(s), which cancellation shall be treated as cancelled with abinitio effect and applicant has no right to recall its cancelled.

2. ELIGIBILITY:

- a. The applicant should have the valid National Tax Number and Sales Tax Registration.
- b. The applicant shall possess at least three years experience of Muqaddam services.
- c. Applicant should have the sufficient resources (including Human Resource, vehicles, Communication and logistics) to carry out the job of Muqaddam at designated mills or any other place, which includes the:-
 - Atleast ten employees for field duty on permanent slot, which shall include the middle class educated;
 - Landline telephone lines in the office premises in the name of applicant;

- Atleast one four wheel vehicle in the name of applicant for monitoring the availability of Muqaddams in mills;
- Other operations and logistic resources to operate business smoothly.

3. **INELIGIBILITY:**

- The individuals / sole proprietorships firms/ companies who have defaulted with the TCP 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.
- 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. **SUBMISSION OF BIDS / OFFERS: -**

Offer(s) should invariably be accompanied with the following documents:-

- Bids alongwith original receipt of purchase of tender documents in the name of the Bidder.
- All the documents enclosed with the bid should be duly signed and stamped on each page, where necessary, except the Bid Form as per Annex-I, and Pay Order/Bank Draft of earnest money.
- Bids shall be accompanied with an earnest money **Rs. 100,000/- (Rupees One 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 thirty days of finalization of tender.
- Name and address of the firm with telephone and fax numbers and e-mail address, alongwith names of Muqaddams with detail of CNIC and their cell numbers:
- Affidavit to the effect that there was no previous litigation of the applicant with TCP and another Affidavit to the effect that the applicant has not been black listed by any Government department/autonomous body/Corporation etc.
- Financial status report of the applicant about its financial standing and business integrity by the applicant's bank along with bank statement showing trade transactions of last six months.
- Copy of status of Ownership (Sole Proprietorship, partnership Firm and Article of Association 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.
- Certificate of incorporation/Partnership deed/business.

- i. NTN Certificate
- j. GST Certificate
- k. Organogram
- l. Annual income Tax Returns and receipt for the last two year.
- m. Bank Account(s) information.
- n. TCP reserve rights to demand/call any other information for the sake of documents/information, which may includes the EOBI's contribution and other matter relates to the service of employees.
- o. TCP reserve rights to obtain clarification from the applicant prior to at any time, even while considering the application.
- p. In case of any papers/documents/information expired, same shall be provided within one week after its expiry, failing which, muqaddam can be suspended/disqualified, without any notice.
- q. Affidavit to the effect that the applicant shall not post such person as Muqaddam at any mill who himself is the worker or has any relation with the management/official of that sugar mills.
- r. Affidavit to the effect that the applicant shall not render the Muqaddam services for any bank or financial institution at the same mill where he is required to render services for TCP.

5. EVALUATION CRITERIA:

- TCP will examine the documents to determine completeness, general orderliness and sufficiency of response.
- Failure to complete the requirement as specified in the document and/or to provide written answers to any further questions or requested additional information for clarification will result in the Muqaddam's elimination from further consideration, if deemed fit by the TCP.
- The sealed envelopes will be opened by the Committee constituted by the TCP's Management for this purpose and shall be examined in accordance with requirement as detailed in the tender document as well as in accordance with the relevant rules, including Rules, Regulations and instructions laid down by the Public Procurement Regulatory Authority.
- TCP will have the right to examine all documents relating to the performance of such services or supply of such Sugar Stocks/Goods to determine capability.
- TCP will have the right to inspect the business premises of the applicant at any time, and to see the available resources, if deemed appropriate.

- TCP's decision shall be final for hiring service of Muqaddams, TCP reserve rights to accept/reject the request, if deemed appropriate, subject to approval by the Competent Authority of the Corporation.
- Bids will be evaluated solely on basis of price subject to their conformity with terms and conditions of bid/tender documents.
- Any condition, alternation, overwriting etc, will attract declare the offer as non responsive.

6. VALIDITY OF OFFER(S):

The offer(s) shall remain valid for acceptance for 10 days w.e.f. the date of opening of tender.

7. BASIS OF OFFERS/PRICE/RATE

Price/Rate/Salary should be quoted in Pak rupees per mill/per person.

Price/salary should be included all the expenditure, including provision of direct and indirect taxes, working on Saturday/Sunday holidays, and other all kind of expenditure, whatsoever.

Any claim beyond the offered price shall not be entertained by TCP.

8. PERFORMANCE GUARANTEE:

- Successful Bidder will be required to furnish a Performance Guarantee, for due and satisfactory performance against the appointment, of Rs. 500,000/= in the form of Pay Order/Demand Draft in Pak Rupees in favour of Trading Corporation of Pakistan (Pvt) Ltd.
- The bidder shall submit performance guarantee with in 5 days including the day of issuance of award letter.
- The Performance Guarantee shall be released after completion of period, subject to satisfactory performance of the Muqaddam as per agreement.
- The Performance Guarantee will be released to the Muqaddam on successful and satisfactory performance. No claim shall lie against the TCP in respect of interest on Performance Guarantee regardless of the time of its release.
- In case of delay in settlement of the TCP's claims against the stocks, the Performance Guarantee of the Muqaddams can be held by TCP till settlement of the claim.

9. SIGNING / PROVISION OF DOCUMENTS:

In case of award of the tender/contract, the party/muqaddam/bidder shall be responsible to sign the agreement with TCP within three days after submission of Performance Guarantee and also submit the Integrity Pact as per **Annexure-II** 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. The format of agreement to be signed with the successful bidder is attached as **Annexure-III**.

10. JOB DESCRIPTION/FUNCTIONS:

The Sugar Stocks/Goods after inspection by TCP's inspection agency would be stored in safe, secured and covered godown (to be provided by the mills) and sealed by the inspection agents of TCP. Thereafter, the sealed Sugar Stocks/Goods/ consignments would be handed over to the contractors / designated Muqaddams for the purpose of proper security who will take care of the following:-

- a. To ensure that stocks are properly under his control.
- b. Quantity is to be checked on random basis.
- c. Chowkidars will remain present/available round the clock at mills premises including Saturday/Sunday and Holidays.
- d. Stocks reports are to be submitted on monthly basis.
- e. Company's crested stocks register is to be maintained regularly.
- f. Bin Cards / Stocks cards are to be placed on the stocks.
- g. That the Muqaddam shall keep the Sugar Stocks/Goods in identifiable position under lock and key.
- h. In case any problem is faced the same may be communicated to TCP verbally and in writing for necessary action without any delay.
- i. The muqaddam shall ensure its presence at the time of survey/ inspection/ surprise visits by TCP's nominated surveyors/representatives etc and after successful completion of required formalities, shall signed the handing over – taking over certificate or any other requisite report, on the date.
- j. That the Muqaddam shall not give delivery of such Sugar Stocks/Goods either in full or in part to any person(s) without a written Delivery Order issued duly signed by the authorized officer(s) of TCP.
- k. That the Muqaddam shall be liable for all losses, shortages, theft, damages and pilferages etc to the Sugar Stocks/Goods, which the TCP suffer for any reason whatsoever.
- l. That the Muqaddam shall indemnify and keep indemnified the TCP against all such losses/damages unconditionally and without any legal recourse.
- m. The applicant shall give prior intimation to TCP before changing the muqaddam at any mill.
- n. The muqaddam shall remain in contact with the concerned officials of Dispatch Operation Division (DOD) of TCP, round the clock.

11. PAYMENT:

The Monthly payment will be made after the end of month. The muqaddam shall be required to submit the following documents alongwith bill: -

- a. Invoice with covering letter, both duly signed and stamped by authorized officer.
- b. Monthly stock report indicating the stock/lifting position
- c. Monthly attendance report duly signed by the representative(s) concerned sugar mill and muqaddam.
- d. Original set of daily lifting report duly signed by the muqaddam.
- e. Company crested stock register on monthly basis.
- f. Copy of signed agreement with TCP.
- g. TCP's appointment letter for the specific sugar mill.

12. 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 (w.e.f. _____ to _____) and extendable for a further period of six months at sole discretion of TCP, However after the expiry of the initial term or any extension(s) or renewal(s) thereof, the contractors/Muqaddams shall continue to render services till such time that the TCP release it in writing of its duties. The contractors/Muqaddams shall be entitled for payment of such services in accordance with the rate agreed by TCP.

13. RECOVERY OF LOSSES:

In case of fault/negligence/conflict of interest found on the part of Muqaddam, TCP can arrange the recovery of losses from Muqaddams by encashing/forfeiture of Performance Guarantee and penalized the Muqaddam, which may includes forfeiture of the Performance Guarantee in addition to lodge claims to recover the amount to the tune of total losses occurred.

Besides recovery, TCP reserve rights to suspend/delist/blacklist the Muqaddam, in the light of existing provision.

14. RESOLUTION OF DIFFERENCE / DISPUTE BY ARBITRATION

In case of any difference or dispute arising between the parties during the contract period, shall be referred to the Chairman, TCP or his duly authorized nominated officer whose decision shall be final and binding on both the parties.

AGREEMENT WITH MUQADDAM

THIS AGREEMENT MADE AT Karachi on this _____ day of December, 2014

BETWEEN

TRADING CORPORATION OF PAKISTAN (PVT) LTD. (TCP), having its principle office at 4th & 5th Floor, Block-B Finance & Trade Centre, Shahar-e-Faisal, Karachi-75530 (Pakistan) (Which expression shall include its successions in interest and assigns) **of the first part.**

AND

M/s. _____

National Tax No. _____ having its Registered Office at _____ (“The Contractor” which terms shall include its successor-in-interest permitted assigns) **of the second part.**

WHEREAS

- i. The TCP needs services of Muqaddam in order to take and maintain control / possession of the goods on behalf of TCP.
- ii. The contractors have represented to TCP that they have the requisite expertise, know-how and facilities already available with them to provide the required services to TCP.
- iii. During the continuance of the custody of Hypothecated stocks, the goods will be stored in sugar mills godown(s) as approved by the TCP.
- iv. Based on the representation of the Contractors, the TCP is agreeable to avail services offered by the Contractors in respect of the goods stored in the godown on certain terms and conditions, which the parties are desirous of reducing into writing.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOW:

1. APPOINTMENT:

- a) The TCP hereby appointed the Contractors as Muqaddam in respect of the goods stored at the godowns and authorized it to take-over and maintain control / possession of the goods on behalf of the TCP and not to release the same unless the written instructions of the TCP have been obtained to release the goods whether in whole or in part thereof.
- b) That M/s. _____ had furnished a bankers payment Order in lieu of enlistment for Rs.100,000/- and Rs.400,000/= after allocation of work which will be refundable after successful completion of the assignments.

2. TERMS:

The appointment is made herein for initial period of one year extendable for the further period of three to six months if deem appropriate by the Management of TCP. However after the expiry of the initial term or any extension(s) or renewal(s) thereof, the contractors shall continue to render services till such time that the TCP release it in writing of its duties. The contractors shall be entitled for payment of such services in accordance with the rate agreed by TCP.

3. PERSONNEL:

- a. The contractors shall provide, at their own expenses and responsibility, services of godowns staff for 24 hours duty and shall ensure that the godown are not left unattended at any time during the terms of this agreement including during any weekly, festival and religious holidays. The Contractors shall be responsible for the actions of all personnel posted by them to the godowns and each godowns staff or other person so posted shall be an employee of the contractors during the terms of any such assignment at the godowns. The Contractors shall, accordingly, indemnify the TCP against any and all actions, processing, damages cost, claims, demands, expense or losses (whether direct or indirect) which the TCP may suffer or sustain as a result of any action or omission attributable to any such person posted at godown. The Contractors agreed that the TCP may in its sole discretion, reject any godowns staff or other person posted at the godown by the Contractors and in such event, the Contractors will forthwith post another employee, acceptable to the TCP, at the godown. For the avoidance of doubt the provisions of this clause are reiterated.
- b. Nothing contained herein shall render the personnel sent by the Contractors of the godowns to perform the duties undertaken by the Contractors herein to be the employee of the TCP. The Contractors shall themselves be responsible to pay the salaries and other dues, taxes, levies and cess payable under various laws in respect of the personal deputed by the Contractors to work at the godowns.

4. DUTIES AND RESPONSIBILITIES OF THE MUQADDAM:

- b) The Contractors shall tender or cause to be rendered such services as may be required by the TCP, including but not limited to undertake regular detailed inspections of the goods in their control / possession and providing periodic reports of the conditions and quantity of the said goods to the TCP, labeling, placing and storing the goods in such manner as the TCP may require, releasing the goods in accordance with the condition and safeguards as specified by the TCP through their duty authorized representatives and taking all the steps and doing all deeds and thing to provide confirmed safe custody of the goods so stored at the godowns at all time for the benefit of the TCP.
- c) That the Muqaddam shall take all precautions to save and protect the sugar stocks/goods purchased by TCP and kept in his custody under pledge.
- d) That the Muqaddam shall keep the sugar stocks/goods held by it on TCP's behalf separately from all other stocks/goods and shall display the name of TCP on the

Board at the places where such stocks/goods are stored indicating “Goods pledge with TCP” in a manner that the Board cannot be removed easily and shall allow only authorized representatives of TCP to access to such stocks/goods at all times.

- e) That the Muqaddam shall keep the stocks/goods in identifiable position under lock and key.
- f) That the Muqaddam shall not give delivery of such stocks/goods either in full or in part to any person(s) without a written Delivery Order issued duly signed by the authorized officer(s) of TCP.
- g) That the Muqaddam shall properly ensure that the keys of the godown would remain with his appointed godown keeper at site/location.
- h) That if there is any removal, misappropriation, theft, of stocks/goods the Muqaddam shall promptly report the matter same to concerned Police Station and lodge FIR with the police and accordingly inform to TCP.
- i) That the Muqaddam shall be liable for all losses, shortages, theft, damages and pilferages etc to the stocks/goods, which the TCP suffer for any reason whatsoever.
- j) That the Muqaddam shall indemnify and keep indemnified the TCP against all such losses/damages unconditionally and without any legal recourse.

5. FUNCTION:

The goods after having inspection by TCP’s inspection agency, would be stored in safe, secured and covered godown (to be provided by the mills) and sealed by the inspection agents of TCP. Thereafter, the sealed goods / consignments would be handed over to the contractors / designated Muqaddams for the purpose of proper security who will take care of the following:-

- a. To ensure that stocks are properly under his control.
- b. Quantity is to be checked on random basis.
- c. Chowkidars are posted round the clock at mills premises.
- d. Stocks reports are to be submitted on monthly basis.
- e. Company’s crested stocks register is to be maintained regularly.
- f. Bin Cards / Stocks cards are to be placed on the stocks.
- g. In case any problem is faced, the same may be communicated to TCP in writing for rectification without any delay.

6. FAILURE TO PERFORM THE CONTRACT:

In the event of a default to perform the contract, TCP will forfeit Performance Bond/Pay Order and will black list the Company, TCP also reserve the right to claim its damages through the Court of Law.

7. PAYMENT:

The payment to the Contractors for the services rendered by the Contractors under this Agreement will be made by TCP @ Rs.9,800/= /- (Rupees nine thousand eight hundred only) per month per mill.

8. TERMINATION:

The Corporation reserves the right to terminate the contract for breach of any of the foregoing terms and conditions without prejudice to other remedies. The TCP shall have right to terminate this Agreement at any time without giving any reason thereof subject to the upto date payment of the dues of the Contractors by the TCP for the services rendered till the date of such termination. Either party may terminate this agreement by giving one month's written notice to the other party.

9. INDEPENDENT CONTRACTORS:

It is expressly agree between the parties concerned that the Contractor is an independent contractors and nothing contained herein shall constitute the Contractors or any member of their personnel to be an agent or employees of the TCP and their liabilities shall be thus governed accordingly.

10. JURISDICTION:

This agreement is being made at Karachi irrespective of the location of the godown, the Courts at Karachi of competent jurisdiction shall have the exclusive jurisdiction to entertain upon any matter between the parties.

11. TOTAL UNDERSTANDING:

This agreement embodies the total agreement of the parties on the subject and here are no other understanding, oral written between the parties in respect thereof. No amendment or variation of this Agreement shall be effective unless same has been reduced in writing and signed by both the parties hereon.

12. DURATION OF AGREEMENT:

This agreement shall remain effective for the period of one year.

13. RESOLUTION OF DIFFERENCE OR DISPUTE:

In case of any difference or dispute arising between the parties during the contract period, shall be referred to the Chairman, TCP or his duly authorized nominated officer whose decision shall be final and binding on both the parties.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above mentioned.

TCP

CONTRACTOR
CNIC No. _____

WITNESS
CNIC No. _____

WITNESS
CNIC No. _____