Phones : 9202947-49 (3 Lines) Fax : (92-21) 9202722, 9202731 & 9202595

E-mail : www.tcp.gov.pk

4th&5th Floor. Finance &Trade Centre. Sharea Faisal, Karachi. 75530 (Pakistan)

No.TCP/Cot/67-32/2014-15

July 14, 2015

## INVITATION FOR BIDS (IFB) TENDER FOR SALE OF COTTON BALES

Sealed Bids are invited for sale of Pakistani Cotton lying at TCP Pipri Godown, Karachi as per the following details: -

(a) CROP YEAR: 2014-15

### (b) QUANTITY/SPECIFICATION:

Category	Quantity		Specific	cation	
	(Bales)	Grade	1-1/16"	1-3/32"	1-1/8"
1-	1000	Super	200	600	200
2-	24200	One	2400	18000	3800
3-	64400	Two	12900	45500	6000
4-	5800	Three	2500	3200	100

The bales are six side covered in export packing.

- Sealed bid(s) on prescribed bid form along with the bid money shall be dropped in the 2tender box placed at the Reception Counter, 16th Floor, State Life Building No.5, Jinnah Avenue, Islamabad latest by 1100 PST on Wednesday the 29th July, 2015. No bid will be entertained after 11:00 hours. Sealed bid(s) alongwith bid money sent by Mail/Courier Service should be delivered in TCP, Islamabad within the prescribed date and time as stated above. Bids sent by Courier Service/Mail, not received in time will not be considered. Bid(s) sent through fax and e-mail shall not be entertained. Bid(s) not accompanied by Bid Money shall not be considered. Words "TENDER FOR SALE OF COTTON" and category bided for should be written on the envelope in bold letters. The bids should be valid for seven (7) working days from the date of opening of bid.
- The bids shall be opened at 1130 hours PST on 29-07-2015 in the TCP, Regional 3-Office, Islamabad located on the same floor in presence of such bidders who wish to be present at the time of tender opening.
- Documents containing detailed Tender Terms and Conditions alongwith annexures can be purchased on payment of Rs.1,000/- (nonrefundable) w.e.f. 15-07-2015 on all working days (Monday to Friday) during office hours from following offices till 10:30 hrs on 29-07-2015 or can be downloaded from TCP's website (www.tcp.gov.pk)for which a separate pay

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order/demand draft of Rs.1,000/- should be submitted alongwith the bid documents, otherwise the bid(s) will be declared non-responsive:-

- (i) Deputy Manager (Cash), TCP, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi (Phone: 021-99202947-49).
- (ii) Manager Incharge, Regional Office, TCP, 1st & 2nd Floor, Ali Centre, 384-E, Saman Burg, Johar Town, Lahore (Phone: 042-35222871).
- (iii) Manager, Regional Office, TCP., 16<sup>th</sup> Floor, State Life Building No.5, Jinnah Avenue, Islamabad (Phone: 051-9222441-42).
- 5- The interested parties who had not fulfilled their earlier contractual obligations with TCP shall not be eligible to participate in the bids, unless they clear their dues alongwith penalties or fulfill their contractual obligations in services and commodities with TCP, as the case may be before tender opening date. Furthermore, those firms against whom black listing procedures have been initiated by TCP shall also not be eligible to participate in the tender. Detailed specifications/requirements are indicated in the tender document containing tender terms & conditions. TCP reserves the right to accept or reject any or all offers wholly or partially or bifurcate or increase/decrease the tender quantity.

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Abdul Ghafoor General Manager (Cotton & Rice)

#### <u>DETAILED TERMS AND CONDITIONS OF TENDER NO. TCP/Cot/67-32/2014-15</u> DATED 14-07-2015 FOR SALE OF COTTON

# 1- CROP YEAR:

2014-15

#### 2- QUANTITY & SPECIFICATIONS:

Category	Quantity		Specific	cation	
	(Bales)	Grade	1-1/16"	1-3/32"	1-1/8"
1-	1000	Super	200	600	200
2-	24200	One	2400	18000	3800
3-	64400	Two	12900	45500	6000
4-	5800	Three	2500	3200	100

The bales are six side covered in export packing.

#### 3- MININUM/MAXIMUM OFFER:

(i) Minimum offer: 200 bales

(ii) Maximum offer: No limit

Offer over and above minimum quantity must be multiples of 100 bales.

#### 4- DELIVERY TERMS:

Ex-Pipri Godown, TCP, Karachi.

## 5- RESERVE PRICE

No offer shall be entertained below the reserve price. The reserve price will be calculated on the average KCA spot rates from 14-07-2015 till 28-07-2015 for base grade –III, staple length 1-1/16". The premium shall be added in the average price for upper grades/staple length as per KCA premium rates applicable for the fortnight from 16-07-2015 to 31-07-2015.

#### 6- PAYMENT TERMS

- i) Full payment shall be made within 15 days of acceptance letter.
- ii) Partial payment shall not be allowed to successful bidder who purchases upto 2000 bales.
- iii) The successful bidder who purchases more than 2000 bales shall be allowed partial payment/delivery in two equal installments.
- iv) Payment shall be made in the form of Pay Order/Demand Draft.

#### 7- BID MONEY/PERFORMANCE BOND:

The bids shall be accompanied by Pay Order or Demand Draft from a Scheduled Bank in favour of TCP @ 5% of total value of the Bid as Earnest Money (based on tentative weight of lot as 400 maund) which will be refunded to unsuccessful bidder. The successful bidder(s) shall have to deposit a further sum @ 10% of the bid value in the shape of Pay Order/Demand Draft as performance bond within two working days of the issuance of acceptance letter. The performance bond shall be adjustable



in the last delivery order whereas bid money shall be refunded after finalization of sale contract after accounting for weight and other charges, if applicable.

# 8- FORFEITURE

- a) In case the successful bidders fail to deposit the performance bond within specified time, the bid money shall be forfeited.
- b) Bid money and performance bond will be forfeited if the payment of cotton is not made within payment period (clause 6-(i)).

#### 9- DELIVERY PERIOD:

- (i) The successful bidders shall lift the entire quantity within 15 days of acceptance of offer.
- (ii) If cotton is not lifted within the delivery period, storage charges @ Rs.2/- per bale per day will be levied for a further maximum period of 15 days.

#### 10-QUALITY & WEIGHT:

Quality and Net Certified Weight by Buyer's appointed Controller/Representative shall be final at TCP's godown. The weighment will be undertaken on TCP weighbridge at Pipri Godown. No quantity and quality claim will be entertained after bales leave Pipri Godown. No subsequent claim including damage will be entertained on any ground. In case of dispute on the quality of allocated lot(s), samples of the allocated lots jointly drawn by the representatives of buyer and seller shall be sent to the Certified Arbitrator (certified jointly by Pakistan Cotton Standard Institute and FAO, UNDP) appointed by TCP who shall decide the quality. The arbitrator will announce the decision within 7 days and it will be final. In case, the cotton is declared in lower grade, the price of cotton shall be charged as per highest offer received for that grade.

#### 11- FORCE MAJEURE:

Should any of the force majeure circumstances, namely acts of nature, natural calamity, fire, Government restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller 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 circumstances prevail, provided that, in the event of these circumstances continuing for more than three 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.

#### 12-INSURANCE:

Insurance will be arranged by the Buyer immediately after making 100% payment for the cost of cotton. The cotton will be kept in godown at the risk and cost of the Buyer.

#### 13-COMPLAINT REDRESSAL COMMITTEE

Any bidder feeling aggrieved by any act of the award committee after the submission of his bid may lodge a written complaint concerning his grievances not later than two working days after the announcement of the bid evaluation report, which shall be hoisted on TCP Website. The Grievance Redressal Committee shall comprise of Chairman TCP and Company Secretary as its Member/Secretary at TCP, Principal Office, Karachi. The committee shall decide the complaint within one working day after receiving of complaint on the basis of original documentation retained on record and its decision shall be final.

#### 14-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.

#### 15- SIGNING/PROVISION OF DOCUMENTS:

In case of award of the tender, the bidder shall be responsible to submit the Integrity Pact (amount exceeding Rs.10 million) 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.

- Sealed bid(s) on prescribed bid form (Annexure- I) duly signed/stamped alongwith the bid money should be dropped in the tender box placed at the Reception Counter, 16<sup>th</sup> Floor, State Life Building No.5, Jinnah Avenue, Islamabad latest by 1100 hours PST on 29-07-2015. No bid will be entertained after 11:00 hrs. Sealed bid(s) alongwith bid money sent by Mail/Courier Service should be delivered in TCP, Regional Office, Islamabad within the prescribed date and time as stated above. Bids sent by Courier Service/Mail, not received in time will not be considered. Bid(s) not accompanied by Bid Money will not be considered. Words "TENDER FOR SALE OF COTTON" and category bided for should be written on the envelope in bold letters. Bid(s) sent through fax and e-mail shall not be entertained. The bids should be valid for seven working days from the date of opening of bids.
- 17- The bids shall be opened at 1130 hours PST on 29-07-2015 in the TCP, Regional Office, Islamabad located on the same floor in presence of such bidders who may wish to be present at the time of tender opening.
- 18- TCP reserves the right to increase or decrease the tendered quantity. TCP also reserves the right to accept or reject all or any bid, wholly or partially, without assigning any reason thereof.





# Trading Corporation of Pakistan (Pvt) Limited

# BID FORM FOR SALE OF PAKISTANI LINT COTTON (CROP 2014-15)

- Name & Add	lress of Bid	lder:				
Telephone N	No.				Fax No	
E-mail.						
2- CNIC No. of Manager, Re						
3- NTN & STN	No. (attach co	ertified copies)				<del></del>
- Quantity re	quired (Bal	es):				
	G-4-2-2-11		Specifi	cation		٠
	Category	Grade	1-1/16"	1-3/32"	1-1/8"	
	1-	Super	11/10	10,02	/-	
	2-	One				
	3-	Two				
	4-	Three dicate number	<u> </u>			
	Category		Specifi		1 1 (oll	
		Grade	1-1/16"	1-3/32"	1-1/8"	
	1-	Super	Rs.	Rs.	Rs.	
	2-	One	Rs.	Rs.	Rs.	
	3-	Two Three	Rs.	Rs.	Rs.	
	(Please o	quote the rate	e per maund	in relevant		
- Amount of	earnest mo	oney:	Rs			
(a) Pay Ord	er/Demand	l Draft No.			date	<u></u>
(b) Drawn a		~				
- We shall ab	oide by all t	ne terms a	na conam	OHS OF THE	e tender.	
		Sign	ature: _			<del>-</del>
		Nan	ne:			
		Des	ignation:_			
		Mob	oile No.: _			
		Date	e:			<u></u>
		Ctas				

# TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.

**INTEGRITY PACT** (Amount exceeding Rs.10 million)

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

[the Bidder(s) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (TCP, Ministry of commerce, Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder(s) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

[the Bidder(s) certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with TCP, Ministry of commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[the Bidder(s) agrees to indemnify fully TCP, Ministry of commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of commerce, Government of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder(s) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan.

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