

## TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE No. TCP/Godown/Pur-Pls.Sheets/2022

April 05th, 2022

## **TENDER NOTICE**

## PURCHASE OF PLASTIC SHEETS

Trading corporation of Pakistan (Pvt) Ltd (TCP), Karachi a state owned commercial organization working under the administrative control of Ministry of Commerce, Governemnt of Pakistan, invites sealed bids offers for supply/purchase of 100 Rolls of plastic sheets to be used as dunnage at TCP's at Pipri Godowns, Karachi. This invitation for bids is restricted to manufacturers only.

- 2. Interested manufacturers registered with Sales tax and Income tax and active on tax payer list may submit their bids in the tender box placed at the Reception Counter of TCP's Principle office, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi up to 11:00 am on Thursday 21-04-2022. Bids will be opened on the same day at 11:30am in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present.
- 3. Tender documents containing the specification and detailed terms and condition can be purchased from the following TCP's Offices on payment of Rs.500/- (Rupees Five Hundred Only) in form of Pay Order/Demand Draft in favor of Trading Corporation of Pakistan during office hours:
  - a. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4<sup>th</sup> Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);
  - b. General Manager, Regional Office, 2<sup>nd</sup> Floor L.D.A Plaza, Egerton Road Lahore (Phone No. 042-99206067, 99206068);
  - c. Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street No. 02, PHAF Residencia Kuri Road, Islamabad.
- 4. The tender documents can also be downloaded from TCP's website (www.tcp.gov.pk). However, the receipt of purchase of tender document can be obtained from the cash section against payment of Rs.500/- (PKR Five Hundred only) prior to dropping the bid envelope in the tender box as per the deadline. This advertisement is also available on PAPRA's website (www.ppra.org.pk).

5. TCP reserves the right to reject any or all bid(s) at any time prior to acceptance, as per PPRA Rules.

(Muhammad Asif Rajper) Dy. General Manager (REM&S)

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## TERMS & CONDITIONS FOR PURCHASE OF PLASTIC SHEETS IN ROLL

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) invites tender/bids for purchase of Plastic Sheet Rolls from the manufacturers registered with Sales tax and Income tax and active on tax payer list as per following terms and condition:-

#### 1. SPECIFICATIONS:

i. 100 % Virgin quality
ii. Recycled
iii. Thickness
10,000 Kgs
100 Micron

iv. Width 14 feet (7x7 feet double folded)

v. Length of Roll 100 meters (approx)

vi. Colour Any

## 2. **QUANTITY**

20,000 Kgs (10,000 Kg 100% Virgin quality and 10,000 kgs recycled without cone weight) 10% more or less in Rolls.

### 3. PRICES: -

Prices shall be quoted separately for 100% Virgin quality and recycled quantity in Pak Rupees per Kg. inclusive of all prevailing taxes for delivery at TCP's Pipri/Landhi, Karachi. The prices so quoted shall be firm and final. No escalation in prices shall be allowed in any case.

#### 4. EARNEST MONEY:

No tender/bid shall be considered as valid unless it is accompanied by earnest money equivalent to 5% of the quoted value in the form of bank pay order/demand draft in favor of Trading Corporation of Pakistan (Pvt) Limited, Karachi. No other form of earnest money will be acceptable. The earnest money shall be liable for forfeiture in case the tenderer withdraws his tender during the period it is opened for acceptance. The earnest money of unsuccessful bidders will be returned to them after the expiry of validity of tender. In case of successful bidder, it will be held by the Corporation until the security deposit mentioned in the following clause has been deposited. The earnest money shall be forfeited, if the successful bidder fails to furnish security deposit within the prescribed time. The earnest money can also be adjusted towards security deposit.

## <u>5. SECURITY DEPOSIT: -</u>

The successful bidder shall furnish a bank pay order/demand draft equivalent to 10% of the value of the contract in favour of Trading Corporation of Pakistan (Pvt) Limited, Karachi within 3 days from the date of acceptance of tender. No interest shall be payable by the TCP on this deposit. The security deposit so furnished shall be liable to forfeiture in the event of breach of any of the terms of contract or any default on the part of the supplier to perform the contract. Apart from forfeiture of the security deposit, TCP shall have the right to purchase the unsupplied quantity of Plastic Sheets at the risk and cost of the supplier. Security deposit will be refunded on successful completion of the contract.

#### 6. INSPECTION:

The stores shall be accepted subject to inspection by the inspection Agency/officers nominated by the TCP. The decision of Inspection Agency/Officers of TCP shall be final

and binding upon the bidders. In the event of rejection of material, the said material shall be removed and replaced by the suppliers at their expenses within the supply period.

#### 7. PLACE OF INSPECTION: -

Inspection of Plastic Sheets will be carried at TCP's godowns in Karachi.

#### 8. DELIVERY PERIOD: -

The entire quantity of the Plastic Sheets shall be delivered to the Incharge Pipri, Landhi and Korangi Godowns within 10 working days from the date of issue of contract after the stores have been duly inspected by the inspection Agency/Officers of TCP.

#### 9. VALIDITY OF TENDER: -

The tender/bid shall remain valid for acceptance for 15 (fifteen) working days from the date of opening of the tender (excluding the day of opening).

## 10. FAILURE TO SUPPLY THE GOODS: -

In case the supplier fails to supply the goods according to the prescribed delivery period or commits any breach of the contract, the Corporation shall have the right to purchase the goods at the risk and cost of the contractor without prejudice to any other remedies which may be available to the TCP under the terms of the contract.

#### 11. LIQUIDATED DAMAGES: -

In case the supplies are delayed beyond the stipulated period, liquidated damages will be recovered from the suppliers @ 2% (two percent) per month or part thereof. The TCP reserves the right to grant extension of time in delivery period for such period as it may deem fit in case of delay in delivery or reject it.

## 12. DEFECTIVE STORES: -

If the goods supplied or any portion thereof are declared defective by the Inspection Agency or found defective at the time of ultimate use, the same shall be stand rejected under the terms and conditions of the contract and the supplier shall have to replace such goods within 7 (seven) days at their risk and cost. The supplier will remove the rejected goods from the Corporation's premises within 7 (seven) days after the rejection, failing which TCP shall auction the rejected goods without further notice to the supplier accept no responsibility whatsoever in that respect.

#### 13. REJECTION OR ACCEPTANCE OF TENDERS: -

The TCP reserves the right to accept or reject any or all tenders wholly or partially without assigning any reason. The TCP shall also have full authority to split the tender and distribute the supply of goods among various tenderers and the tenderers shall supply the quantity for which his tender is accepted at the price quoted by him. The tenderer is at liberty to tender for the whole or part of the tendered quantity. In case of any dispute, the decision of the Chairman TCP shall be final and shall not be challenged.

## <u>14.</u> <u>PAYMENT: -</u>

- i 100 % payment for the goods supplied will be made on production of Bill (s) in triplicate alongwith relevant Inspection Certificate of Inspection Agency and Goods Receipt Note from the Incharge Pipri Godowns.
- ii Taxes will be applicable as per prevailing laws.

# 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.

The General Manager (REM&S),
Trading Corporation of Pakistan (Pvt.) Limited
04th& 05th Floor, Finance & Trade Centre,
Shahra-e-Faisal, Karachi

	S/o	
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ual / Company / Firm / Sole pr	roprietor / AoP / Others;	
	<u> </u>	
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Rate Quoted Rs. Per KG (inclusive of all taxes)	Total Value (inclusive of all taxes)	·
dated	for Rs.	Drawn
as earnest money is enclos	sed.	
	ns & conditions of this tender dow:  ual / Company / Firm / Sole process  o.  Rate Quoted Rs. Per KG (inclusive of all taxes)	Rate Quoted Rs. Per KG (inclusive of all taxes)  dated for Rs.

## **INTEGRITY PACT**

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

[The Seller/Supplier] 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 Seller/Supplier] 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 Seller/Supplier] 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.

[The Seller/Supplier] 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.

Not with standing any rights and remedies exercised by TCP, Ministry of Commerce, Government of Pakistan in this regard,

[The Seller/Supplier] agrees to indemnify fully and to keep indemnified TCP, Ministry of Commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further <u>pay compensation</u> to TCP, Ministry of Commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] 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 TCP, Ministry of Commerce, Government of Pakistan.