TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

GOVERNMENT OF PAKISTAN

No. TCP/T&R/Rice/Bangladesh/24-2/2024 December 31, 2024

TENDER FOR PROCUREMENT OF 50,000 MT (FIFTY THOUSAND METRIC TONS) LONG GRAIN WHITE RICE (IRRI-6) +/- 5% MOLSO AND / OR 50,000 MT (FIFTY THOUSAND METRIC TONS) NON-BASMATI PARBOILED RICE +/- 5% MOLSO

INVITATION FOR BIDS

Trading Corporation of Pakistan (Pvt.) Limited, Karachi invites separate sealed bids from Companies/Partnership/Sole Proprietors dealing in export of Rice, for purchase of 50,000 Metric Tons Long Grain White Rice (IRRI-6) and / or 50,000 MT Non-Basmati Parboiled Rice both on Free on Board (FOB) Karachi/Gwadar Port(s) basis and CIF Liner Out Chattogram Port, Bangladesh Basis through Karachi/Gwadar Port(s) for export to Bangladesh in the shape of break bulk cargo packed in 50 kg polypropylene (PP) woven bags as per specification provided in the bidding document. Detailed specifications/requirements and the terms and conditions of tender can be seen in the Tender Document.

2. The bids shall be submitted by bidder for a minimum quantity of 25,000 MTs or multiples thereof with a maximum quantity of 50,000 MTs for Long Grain White Rice (IRRI-6) and / or 50,000 MT for Non-Basmati Parboiled Rice.

3. Tender document containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, bid evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders on payment of PKR 2,000/- (Pak Rupees Two Thousand only), which can be purchased from following offices (Except Saturday & Sunday), till **1130 hours** on **January 06, 2025** from:

(i) Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);
(ii) General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Edgerton Road, Lahore (Phone No.042-99206065-69); and
(i) Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 114, Street 11, PHAF Residencia, Kurri Road, Islamabad (Tel: 051-9450441- 42)

4. The tender documents can also be downloaded from official websites of TCP www.tcp.gov.pk, and PPRA www.ppra.org.pk. However, the receipt of purchase of tender documents can be obtained from the cash section of TCP against the payment of PKR 2,000/- (Pak Rupees Two Thousand only) prior to dropping the bid envelope in the tender box within the specified time as mentioned at Para-3 above.

5. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before **January 06, 2025, latest by 1200 hours.** Bids will be opened on the same day at **1230 hours** in the TCP's Board Room, in presence of the bidders or their authorized representatives who may wish to be present.

6. The interested parties who have previously not fulfilled their contractual obligations with TCP shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services and commodities with TCP, as the case may be, before tender opening date. Furthermore, those firms who have been blacklisted or against whom black listing procedures have been initiated by TCP shall 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 as per PPR-2004.

7. This advertisement is also available on TCP website at www.tcp.gov.pk and PPRA website at www.ppra.org.pk.

(SHEERAZ ALI SHAHZAD)
GENERAL MANAGER (T & R)

Trading Corporation of Pakistan (Pvt) Limited
4th & 5th Floor, Block B, Finance & Trade Center,
Shahrah-e-Faisal, Karachi. 75530
(Pakistan)

www : tcp.gov.pk
Tel : (92-21) 99202947-9 UAN: 111-827-000
Fax : (92-21) 99202722, 99202595 & 9920731
Email : tcp@tcp.gov.pk

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/T&R/Rice/Bangladesh/24-2/2024 **December 31, 2024**

TENDER FOR PROCUREMENT OF 50,000 MT (FIFTY THOUSAND METRIC TONS) LONG GRAIN WHITE RICE (IRRI-6) +/- 5% MOLSO AND/OR 50,000 MT (FIFTY THOUSAND METRIC TONS) NON-BASMATI PARBOILED RICE +/- 5% MOLSO

TERMS & CONDITIONS

TCP ('Buyer') invites sealed separate bids for purchase of 50,000 Metric Tons Long Grain White Rice (IRRI-6) +/-5% MOLSO and / or 50,000 MT Non-Basmati Parboiled Rice +/-5% MOLSO through break bulk shipment, both on Free on Board (FOB) Karachi/Gwadar Port(s) basis and / Or on Cost Insurance and Freight (CIF) Liner Out Chattogram Port, Bangladesh basis through Karachi/Gwadar Port(s), on the following terms and conditions:

(1) TENDER OPENING DATE, TIME, VENUE & PROCEDURE:

i. Sealed bids shall be submitted on TCP's prescribed Bid Form for Long Grain White Rie (IRRI-6) at **ANNEXURE-IA** and for Non-Basmati Parboiled Rice at **ANNEXURE-IB**.

ii. The Bids should be dropped in the sealed tender box placed at the Reception Counter of TCP Principal Office, 4th Floor, Block-B, Finance and Trade Center, Shahrah-e-Faisal, Karachi latest by 1200 hours on January 06, 2025. The bids will be opened at 1230 hours on same day in the Board Room of TCP in presence of such bidder(s) or their duly authorized agents, who wish to be present. Bids submitted by fax, e-mail and by post and not backed by bid security shall be ineligible and shall be rejected.

iii. Sealed envelopes shall be marked separately as "BID FOR LONG GRAIN WHITE RICE (IRRI-6)" and "BID FOR NON-BASMATI PARBOILED RICE" – on the outer face of the sealed envelopes.

iv. The bids shall be submitted by bidder(s) for a minimum quantity of 25,000 MTs or multiples thereof with a maximum quantity of 50,000 MTs for Long Grain White Rice (IRRI-6) and 50,000 MT Non-Basmati Parboiled Rice.

(2) QUALITY SPECIFICATIONS:

Both Long Grain White Rice (IRRI-6) and Non-Basmati Parboiled Rice to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious smell and deleterious matter and poisonous weed seeds. Rice must be free must be free from insect, infestation and shall have the following specifications:

a) LONG GRAIN WHITE RICE (IRRI-6):

LONG GRAIN WHITE RICE (IRRI-6) 5% BROKEN (Well Milled, Double Polished, Sortexed)	
QUALITY PARAMETERS	**SPECIFICATION**
MOISTURE CONTENT (maximum limit)	**14.0%**
BROKEN GRAINS (maximum limit)	**5.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 3.0%)**
DAMAGED GRAINS (maximum limit)	**0.5%**
CHALKY & IMMATURE GRAINS (maximum limit)	**4.0%**

RED & RED STREAKED KERNELS (maximum limit)	**2.0%**
FOREIGN MATTER (maximum limit)	**0.3%**
GLUTINOUS RICE (maximum limit)	**1.5%**
RADIO ACTIVITY (maximum limit)	**50Bq/Kg of 137 Cs/134 Cs (Relaxable for the crop of SAARC and South – East Asian country).**
LONG GRAIN WHITE RICE (IRRI-6) 5% BROKEN (Well Milled, Double Polished, Sortexed) (3/4 basis)	
1. Grain Composition	
(a) Rice	**95%**
(b) Brokens (3/4 basis)	**5%**
N.B. Size of Brokens	**(-0.75%)**
2. Maximum Allowance of Mixture	
(a) Damage	
- Yellow: 1st half of the year	**0.5%**
- Yellow: 2nd half of the year	**1.0%**
- Otherwise, damaged.	**2.0%**
(b) Foreign Matters	**0.5%**
(c) Red & Red Streaked Kernels	**2.0%**
(d) Chalky Kernels	**8.0%**
3. Milling Degree	**Well Milled**
4. Moisture Content	**14% Max.**

b) **NON-BASMATI PARBOILED RICE:**

NON-BASMATI PARBOILED RICE 5% BROKEN	
QUALITY PARAMETERS	**SPECIFICATION**
Moisture (Maximum)	**14%**
Broken Grain (Maximum)	**5.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 2%)**
Foreign Matter (Maximum)	**0.3%**
Dead, Damaged & Discolored Grains (Maximum)	**3% in Total**
Radio Activity (maximum)	**50Bq/Kg of 137 Cs/134 Cs (Relaxable for the crop of SAARC and South – East Asian country).**

(3) **QUANTITY:**

Net Cargo quantity to be provided (excluding the weight of PP bag) shall be 50,000 MTs Long Grain White Rice (IRRI-6) +/-5% MOLSO and / or 50,000 MT Non-Basmati Parboiled Rice +/-5% MOLSO on Free on Board (FOB) Karachi/Gwadar Port(s) basis and/ or on Cost Insurance and Freight (CIF) Liner Out Chattogram Port, Bangladesh basis through Karachi/Gwadar Port(s).

(4) **PACKING & MARKING:**

a) **PACKING:**

i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net.;
ii) The size of 50kg PP woven bag should be 24"x36";
iii) Tare weight of empty bags should be 120 grams minimum;
iv) The mouth of the bag has to be double stitched by machine; and
v) New bags shall replace bags that burst while loading and unloading by the seller and all charges in this connection shall be borne by the seller.
vi) 1% extra PP bags shall be provided by the seller.

iii. **MARKING/LABELING:**

Each bag of Long Grain White Rice (IRRI-6) shall be printed / marked in **black colour (with indelible Ink)** as under:

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
DIRECTORATE GENERAL OF FOOD
MINISTRY OF FOOD
NET WT.50KGS
WHITE RICE (ATAP)

(5) **BASIS OF SUPPLY:**

Free on Board (FOB) Karachi/Gwadar Port(s) basis and on Cost Insurance and Freight (CIF) Liner Out Chattogram Port, Bangladesh basis through Karachi/Gwadar Port(s)

(6) **LOADING PORT:**

Karachi Port or Port Bin Qasim or Gwadar Port, as the case may be.

(7) **PORT OF DISCHARGE:**

Chattogram Port, Bangladesh

(8) **DETAILS OF CONSIGNEE:**

The name, address and details of the Consignee shall be communicated to the Seller within 7 days of award of contract.

(9) **BID SECURITY:**

i. Bid Security should be equal to **Two Percent (2%)**, separately for each variety of Rice i.e. LonG grain White Rice (IRRI-6) and Non-Basmati Parboiled Rice, of the total bid value in the form of pay order(s) OR bank draft(s) issued in favor of Trading Corporation of Pakistan by a scheduled bank in Pakistan OR bank guarantee(s) from an "A" rated (PACRA/VIS) scheduled bank in Pakistan as per format specified at **ANNEXURE-II**.
ii. In case offered bids are for both FOB and CIF Line Out, the bid security amount shall be calculated on highest of the two quoted rates.
iii. The bid security of un-successful bidder(s) will be released within seven (07) days of award of contract to successful bidder.
iv. The bid security of successful bidder will be released after submission and verification of Performance Bond.
v. The bid security shall be FORFEITED at the sole discretion of TCP for breach of any tender terms and conditions.

(10) ELIGIBILITY REQUIRMENT:

a) Interested bidders are required to submit their Bids accompanied with the following documents/information:

i. Valid Rice Exporter Association of Pakistan (REAP) membership

ii. Details of at least three (03) years direct experience as rice exporter along with the Bills of Lading as a proof of three (03) years' experience of the bidder as exporter of Rice;

iii. Proof of having minimum cumulative turnover of Rupees Five Hundred million during the last TWO years in the shape of EE Certificate/form issued by the State Bank of Pakistan or Bank Statement certifying the quantum of rice export;

iv. Copy of CNIC of proprietor/partners/directors of the firms/AOPs/companies/sole proprietorship along with a copy of Registration Certificate or Partnership Deed or Memorandum & Articles of Association where applicable, respectively;

v. Copy of NTN and proof of inclusion in Active tax payers list;

vi. Complete address for correspondence, including landline, mobile number, fax number and e-mail address;

vii. Bid Security equal to **Two Percent (2%)** of Bid value (highest quoted price) in the shape of Pay Order or demand draft in favour of TCP;

viii. Original receipt in respect of tender document charges of Rs.2,000/-. The bidders who download the tender document from TCP website shall submit demand draft or pay order in favour of Trading Corporation of Pakistan in respect of tender document charges.

ix. Undertaking that the bidder is not blacklisted and has not defaulted with any Government/Semi-Government organization including TCP;

x. The bidder shall sign and stamp all the above documents and shall also sign and stamp each page of the tender documents as acceptance of terms and conditions.

xi. An **Affidavit on stamp paper of PKR 100/-** to the effect that either the principal seller/company or his local representative had never been blacklisted by TCP or any Government department/autonomous body **(ANNEXURE-III)**.

xii. An **Affidavit on stamp paper of PKR 100/-** to the effect that the principal seller/company or his local representative have fulfilled their previous contractual obligations with TCP before Tender opening date. The seller shall also disclose information relating to court cases of the bidders or their local agents against TCP or Government/Autonomous bodies **(ANNEXURE-IV)**.

xiii. An **Affidavit on stamp paper of PKR 100/-** to the effect that all the papers/documents and the information furnished by the Seller along with the bid and/or during the contract / tender execution are genuine and true in the terms of their contents and that if established otherwise at any later stage during the processing of bid / execution of tender/contract, the Seller will be liable to blacklisting attracted under TCP's Public Notice No.1 of 2010 dated September 03, 2010, besides other action that the TCP might deem fit to take (**ANNEXURE-V**).

xiv. Seller would be required to submit Beneficial Ownership Information immediately after award of contract as per **ANNEXURE-VI.**

b) All the above documents/information are mandatory for submission of bids.
c) Any conditional offer/bid shall be deemed as non-responsive.

(11) EVALUATION CRITERIA:

i. The bid shall be evaluated on the basis of lowest price on Free on Board (FOB) Karachi/Gwadar Port(s) basis and on Cost Insurance and Freight (CIF) Liner Out Chattogram Port, Bangladesh basis through Karachi/Gwadar Port(s) [Inclusive of all Taxes] subject to conformity of the bid with all the terms and conditions of the tender document.
ii. Bidders who have experience of exporting more than 10,000 MT Rice to Bangladesh shall be given preference.
iii. The bidding process shall be subject to provisions of PPR, 2004.

(12) PRE-BID CONFERENCE:

i. A pre-bid conference will be held on **January 03, 2025** at 1100 hours in the Board Room of TCP at 4th Floor, Block B, FTC Building, Shahrah-e-Faisal, Karachi to answer any questions on matters related to the bidding documents. The bidders or their authorized representatives can attend the pre-bid meeting at their own expense.
ii. Minutes of the pre-bid meeting, will be posted on TCP website. Any modification of the bidding document which may become necessary as a result of the pre-bid meeting shall be made by the procuring agency exclusively through the issue of an Addendum.
iii. Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

(13) PRICE:

The bid price to be quoted in USD per metric ton [Inclusive of all Taxes] on Free on Board (FOB) Karachi/Gwadar Port(s) basis [Inclusive of all Taxes] and / or in USD per metric ton [Inclusive of all Taxes] on Cost Insurance and Freight (CIF) Liner Out Chattogram Port, Bangladesh basis through Karachi/Gwadar Port(s) on Bid Form as per format at **ANNEXURE-IA and ANNEXURE-IB.**

(14) VALIDITY OF BIDS:

(i) Bids shall be valid for **fifteen (15)** working days after opening of bids.
(ii) The validity of bids shall be extendable as per PP Rules, 2004.

(15) DELIVERY AT LOAD PORT:

Shipment of Cargo to be completed and Bill of Lading to be submitted in a period not exceeding **Thirty (30) Calendar days** from the date of issuance of Letter of Award.

(16) PERFORMANCE BOND/GUARANTEE:

i. The successful bidders (hereinafter referred to as "the supplier" or "the seller"), within **Four (04) working days** of issuance of Letter of Award, for due and satisfactory performance of the contract shall furnish a Performance Bond equivalent to **Five Percent (5%)** of the Value of Contracted Goods in the shape of a pay order or demand draft or bank guarantee from an "A" rated (PACRA/VIS) scheduled bank in Pakistan as per format specified at **ANNEXURE-VII**.
ii. The performance bond shall be forfeited without notice in case the successful bidder commits any breach of contract or fails to fulfill any of the terms and conditions of the contract.

iii. The performance bond shall be released within 15 days after the successful performance of the contract.

iv. No interest / claim shall be payable to the seller on the amount of Performance Bond irrespective of the time of its release.

(17) PRE-SHIPMENT INSPECTION & CERTIFICATION:

i. The TCP will appoint a recognized Pre-Shipment Inspection Agency (PSIA).

ii. The PSIA shall perform his functions as per job description mentioned in the tender.

iii. The cost of inspection, sampling, testing, etc. and PSIA fee shall be borne by the Seller.

iv. The Seller shall immediately after the award of contract, offer stocks to the PSIA and shall ensure PSIA's accessibility to the stocks for inspection, sampling, testing etc. as per international standards.

v. The PSIA shall draw required number of representative samples jointly with the supplier and other attending agencies, in accordance with the international trade practice, at the warehouses / godowns / mills of supplier prior to loading of cargo on the vessel.

vi. The quality of PP bags as per specification provided in the tender documents shall be tested by the PSIA to his satisfaction.

vii. The PSIA will get the offered Rice tested from PCSIR Lab or any other Lab to its satisfaction in conformity with the specification given in the tender and conduct aflatoxin test to check that the Rice is fit for human consumption. PSIA shall be responsible for conducting necessary tests to ensure quality of Rice and PP bags as per specification prescribed in the tender document.

viii. The PSIA may recheck the quality of Cargo as per specification before its loading into the vessel holds.

ix. Seller will load the cargo into vessel after receipt of quality certificate duly supported with Lab test reports/results from PSIA. The PSIA shall also supervise and ensure loading of only cleared stocks on the vessel.

x. If the commodity offered is rejected due to deficiency in specifications, packing, etc. and the PSIA has to visit again for **re-inspection**; expenses incurred for subsequent visits of PSIA including the lab tests and all other charges will be on Suppliers account.

xi. The supplier shall provide all labour, equipments and facilities to the PSIA for necessary inspection of stocks in terms of specifications defined in this tender.

xii. The lots of bagged cargo offered for inspection shall be properly stacked and stored in a covered dedicated warehousing space. Each lot shall not be more than 500 Metric Tons with maximum height of 10 – 12 feet and easily accessible from all the four sides.

xiii. The PSIA shall allow sailing in writing after ensuring that cargo is as per specifications provided in the tender along with a clear mention that sealing of the cover of the holds/hatches of the respective vessel are properly sealed/air tight.

xiv. Detailed Job description of the PSIA are at **ANNEXURE-VIII**.

(18) INSURANCE:

In case of supply on Freight on Board (FOB) basis), the buyer shall be responsible for arrangement of Insurance of the goods. However, in case of shipment on CIF Liner Out Basis, the Supplier shall ensure comprehensive Marine insurance cover of the cargo minimum @ 105% from an Insurance Company, having minimum AA+ credit rating, in the name of buyer i.e. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP).

(19) SERVICES REQUIRED TO BE PERFORMED BY THE SUPPLIER / SELLER AT LOAD PORT:

The supplier shall perform following services at the load port:-

i. Clearing, forwarding and documentation for export.

ii. PQA/KPT wharfage formalities.

iii. Stevedoring and handling.
iv. Phyto-Sanitary treatment; fumigation; plant protection formalities and certification by the relevant agencies.
v. Completion of Customs formalities, obtaining permission of loading from PQA/KPT/Customs and Final clearance of Cargo.
vi. Tallying and documentation with shipping companies and PSIA.
vii. Payment of all applicable taxes, duties and cesses
viii. Arranging to furnish 24 hours' cargo loading report duly signed by Master of Vessel and / or his authorized representative by 0800 hours next morning in duplicate to the GM (DPOD) TCP.
ix. Fumigation shall be carried out by the supplier at the vessel before the closing of the hatches, through a renowned fumigator and as per instruction of the Department of Plant Protection, in presence of PSIA.
x. Any damage caused to the cargo due to defective trimming will be at the Suppliers cost. Damage caused to the vessel, if any, during the process of loading shall be settled by the Supplier with the Owner of the vessel or its agent directly without involving TCP.
xi. The supplier(s) shall provide and lay sufficient dry dunnage and kraft paper if required so as to effectively protect and prevent the bags from coming into contact with floor and to allow adequate ventilation.
xii. The Supplier shall provide labor for affixing the kraft paper, dunnage and plastic sheets on the floor and on the walls of holds of vessel if required.
xiii. Any other activity incidental and consequential to Sub-Clause-(i) to (xii) above.

OTHER REQUIREMENTS:

xiv. The Supplier 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 service charges, POL, equipment, materials, etc. during the operation of this contract shall be on the Supplier(s) account and no claims for such increase shall be entertained by the TCP.

b) In the event of establishment of Dock Labour Board at PQA/KPT, the rules laid down and the cess / charges levied by the Board shall be payable by the Supplier without any liability on the part of TCP.

(20) SHIPMENT TERMS:

a. **FREIGHT ON BOARD (FOB) BASIS:**
i. TCP shall notify to supplier immediately at least five (5) days prior to ETA at load port the nomination of carrying vessel along with the name of the load port.
ii. The cargo to be loaded at the minimum average rate of 3,500 MTs Per Weather Working Day (PWWD) of 24 consecutive hours (Saturday, Sunday & Holidays included) on pro-rate basis.
iii. Demurrage rate shall be settled as per Charter Party.
iv. The Bill(s) of Lading shall be issued by a person authorized by the Master of the vessel. Any other bill(s) of lading will be considered null and void. The name of Fumigator shall be mentioned on the B/L.

b. **COST INSURANCE FREIGHT (CIF) LINER OUT BASIS:**

i. The vessel carrying cargo shall have fast speed, it shall not call at any port for taking additional cargo but shall proceed from the port of shipment to the port of destination directly.

ii. Partial shipment shall be allowed for full capacity for the vessel and there shall be one bill of loading (B/L) for one vessel.

iii. Trans-shipment shall not be allowed.

iv. The vessel carrying cargo shall be geared vessel of such permissible length and draught as will be able to enter Chattogram port jetty/ berth. No vessel exceeding 25 (twenty five) years of age shall be chartered.

v. The following shall be kept in view while fixing vessel:

vi. The vessel shall be suitable for the transportation of cargo under contract and fully geared and classed as per LLOYDS Classification 100A1 or by equivalent classification, hatches with trouble free cranes and derricks and the vessel shall process valid certificates relating thereto. The vessel shall possess all her survey certificates valid upto the end the voyage under the contract to show that the vessel is seaworthy during the voyage.

vii. The seller shall sign charter party with well reputed established ship-owners, who is a member of a recognized conference line and is authorized to issue liner Bill of Lading.

viii. Full particulars of all vessels like correct name, flag, year of built, class, length and draught number of hatches, cranes and derricks, quantity and the name of P& I Club are to be intimated to the Buyer by the Seller while nominating any vessel for transportation of the rice. The seller shall take acceptance from the buyer from nomination of the vessel before it is chartered.

ix. Israel and India Flag vessel (s) shall not be chartered.

x. The seller shall give fast telegraphic/fax/email scan notice of vessels arrival at Chattogram to the Buyer (The Director General of Food, Dhaka E-mail dg@dgfood.gov.bd Fax:880-2-9556067), the Director procurement E-mail Address: dproc@dgfood.gov.bd Fax: 880-2-9556302, the Director of Movement Storage and Silos (cable Address: MOVESTORE DHAKA E-mail dmss@dgfood.gov.bd, FAX: 880-2-7110694) Controller of Movement and storage, Chattogram Cable Address : MOVEMENT CHATTOGRAM, Fax: 880-31-726238, Deputy Secretary (Procurement) Ministry of Food (E-mail: dsprocurement@ mofood.gov.bd, Fax :880-2-9515025) and the Bank through which L/C will be opened. The telegraphic/fax/email notice shall be given at least 5 (five) days before the vessel's arrival at the port(s) of chattogram shall contain the following information:

a) Contract Number,
b) Name of the ship,
c) Ship's agent in Bangladesh,
d) Cargo and quantity,
e) Port of sailing,
f) Date of sailing,
g) Expected date of arrival at Chattogram Port,
h) Stowage Plan, failing to do so any loss incurred by the Government (Ministry of Food) on this account shall be at the seller's account.

xi. In case of CIF and liner out All cost in connection with lighterage or lightening at the port of discharge shall be on Seller's account. The Buyer shall receive cargo on CIF liner our terms after 100% weighment at Chattogram Port.

xii. The Seller shall send by Air Mail/fax/email scan to the Director General, Directorate General of Food, Dhaka of the relevant Charter Party within 3(three) working days so as to ensure its receipt by Government before the arrival of the ship(s).

xiii. The Seller shall be responsible for the transportation and delivery of cargo in PP bags at Chattogram port. The quantity of rice including the number of bags at discharge port will be determined by Final Discharge Report (FDR) to be signed by the Master/Captain or Chief Officer of the vessel on behalf of the seller and the Controller of Movement and Storage or his representative on behalf of the Buyer. 100% Weighment at Chattogram Port jetty berth may be jointly tallied by both the Buyer and Seller or their representatives and total of the tally as such will form the FDR. Seller or their representatives and total of the tally as such will form the FDR. Seller or their representatives will supervise the tally at their own initiative and the FDR so prepared will be binding on both the parties. Since the Stevedores

are appointed by the Seller, in case of discharge of cargo from the vessel on liner out term, the Seller or his representative shall remain present at the time of weighment of rice and will sign the daily discharge report. The FDR shall prepare within 7(seven) days from the final discharge of the cargo of each vessel.

xiv. Demurrage and dispatch condition shall not apply in any case.

xv. No pre-dated and post dated bill of lading can be issued even if there is such a provision in the Charter Party.

(21) POST LANDING SURVEY:

i) In case of any damage to the cargo or any shortages found at discharge port during joint survey, the claim shall be lodged by the Buyer or Consignee on the supplier.

ii) The discharging shall be allowed to commence by Consignee's Surveyor on completion of port formalities under intimation to Consignee as well as Buyer.

(22) PHYTOSANITARY REQUIREMENTS:

The Phytosanitary Certificate shall strictly comply with the requirements of the importing country i.e. Bangladesh.

(23) OTHER CONDITIONS:

i. The bids once opened cannot be withdrawn.

ii. The Rice as well as its packing shall be strictly as per specification prescribed in this tender document. In case the commodity is found not as per specification, TCP reserves the right to reject such offered quantity and a fresh quantity will immediately be offered for inspection by the supplier at his own risk and cost.

iii. Any claim of injuries, loss of limbs or life to any worker/labour engaged / employed by the supplier in handling/unloading the goods or for operation / execution of their contract shall be the sole responsibility of the supplier.

(24) PAYMENT:

a. On FOB SHIPMENT(s):

Payment will be made through transferable L/C by the Buyer after submission of the following documents (original) with in 10 (ten) working days, provided no discrepancy is found in any of the required documents:

i. Seller's commercial invoice with product costs in original plus three (03) copies.

ii. Certificate of Origin.

iii. Certificate of Inspection of quality, quantity, weight, marking and packing issued by Pre-Shipment Inspector (PSIA).

iv. Full set of clean shipped on-board Charter Party Bill of Lading (comprising not less than four/04 originals) drawn or endorsed to the order of Opening Bank showing "Freight Pre-paid" and marked notified party (name of applicant party along with full address) and opening bank.

v. Phytosanitary certificate issued by Department of Plant Protection of Pakistan (DPP).

vi. Radioactivity certificate.

vii. Certificate of fumigation issued by an authorized fumigation company to the effect that Rice has been fumigated after completion of loading as per requirement and certified by Pre-Shipment Inspector (PSIA).

viii. Packing List, duly signed by the Supplier (compromising not less than three/03 originals).

ix. Certificate of Inspection at the loading place issued by the PSIA nominated by the TCP.

x. Supplier's Certificate mentioning; Name of manufacturing facility, Brand of Bag, Date of Production and Expiration.
xi. Any other document if required by TCP.

b. <u>On CIF Liner Out Shipment(s):</u>

i. 95% Payment will be made through transferable L/C by the Buyer after submission of the following load port documents (original) with in 10 (ten) working days, provided no discrepancy is found in any of the required documents:

a) Seller's commercial invoice with product costs in original plus three (03) copies.
b) Certificate of Origin.
c) Certificate of Inspection of quality, quantity, weight, marking and packing issued by Pre-Shipment Inspector (PSIA).
d) Full set of clean shipped on-board Charter Party Bill of Lading (comprising not less than four/04 originals) drawn or endorsed to the order of Opening Bank showing "Freight Pre-paid" and marked notified party (name of applicant party alongwith full address) and opening bank.
e) Proof of comprehensive Insurance as per tender terms (in case shipment on CIF Liner Out Basis).
f) Phytosanitary certificate issued by Department of Plant Protection of Pakistan (DPP).
g) Radioactivity certificate.
h) Certificate of fumigation issued by an authorized fumigation company to the effect that Rice has been fumigated after completion of loading as per requirement and certified by Pre-Shipment Inspector (PSIA).
i) Packing List, duly signed by the Supplier (compromising not less than three/03 originals).
j) Certificate of Inspection at the loading place issued by the PSIA nominated by the TCP.
k) Supplier's Certificate mentioning; Name of manufacturing facility, Brand of Bag, Date of Production and Expiration.
l) Any other document if required by TCP.

ii. Balance 5% payment will be made through transferable L/C by the Buyer after submission of the Final Discharge Report (FDR), provided no discrepancy is found in any of the required documents.

(25) <u>DAMAGES AND CLAIMS:</u>

i. If the shipment of Cargo is not completed within the delivery period as prescribed in Clause-15 of this tender document, the Seller shall be liable to pay the TCP on demand without any question whatsoever, a penalty equal to 0.25$ PMT per day for first 5 days, after 5 days penalty would be equal to 0.5$ PMT per day and after 10 days 1$PMT will be deducted for each day of delay and any other incidental/consequential expenses or loss of benefits to the TCP. The quantum of such damages will be determined at the sole discretion of TCP.
ii. TCP reserves the right to shift any of the damages levelled against TCP by the Directorate of Food, Bangladesh due to delays in shipment by the Seller.
iii. The TCP reserve the right to reject the consignment and claim damages, if any contravention of the tender terms and conditions is found on the seller's part.

(26) <u>CORRUPT AND FRAUDULENT PRACTICES:</u>

"corrupt and fraudulent practices" includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or the supplier or contractor in

the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(27) INTEGRITY PACT:

The successful bidder(s) shall be required to submit Integrity Pact duly signed on Rs.100/- Stamp Paper as per **ANNEXURE-IX**.

(28) DISPUTE RESOLUTION:

Any difference or dispute which may arise in connection with execution of this contract or any other dispute arising out of or under or relating to this contract should be settled as far as possible amicably between the Buyer and Seller. Should the parties fail to come to an amicable settlement, all disputes and differences will be settled by the Chairman TCP or by any person nominated by him whose decision shall be final and binding. The Dispute Resolution will take place be in Karachi under the Pakistani Laws.

(29) CONTRACT:

i. The tender notice, the tender document along with all annexes, the bid submitted by the successful bidder, integrity pact and the performance guarantee shall form an integral part of the Contract.
ii. Two copies of contract in original shall be signed by the Seller and Buyer immediately after acceptance of offer.
iii. The Contract shall be valid for a period of **ninety (90) days** from the date of issuance of Acceptance Letter of Bid or till successful completion of the contract by either parties, subject to tender terms and conditions.

(30) CANCELLATION OF CONTRACT:

If the Seller fails to ship the goods within the specified delivery period for **any** reasons, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture/encashment of Performance Guarantee. The Buyer shall not be **held** liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

****

ANNEXURE-IA

Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 December 31, 2024

BID FORM (FOR 50,000 MT LONG GRAIN WHITE RICE IRRI-6 +/-5% MOLSO)
(to be submitted on the business letter head of the company)

The General Manager (T & R),
Trading Corporation of Pakistan,
Principal office, 4th Floor, Block-B,
Finance & Trade Centre,
Shahrah-e-Faisal,
Karachi.

Dear Sir,

With reference to your supply tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024, we hereby submit our offer(s) as per following details:

a. Name of the Bidder : _____

b. Address : _____

c. NTN NO. : _____

d. Bank account No. with Bank address : _____

e. Price, Quantity & Bid Security:

SR.#	PARTICULARS	PRICE (USD/MT)	QUANTITY (IN MT +/-5% MOLSO)
1	Free on Board (FOB) **Karachi** Port(s) basis [Inclusive of all Taxes]		
2	Free on Board (FOB) **Gwadar** Port basis [Inclusive of all Taxes]		
3	Cost Insurance and Freight (CIF) Liner Out Chattogram Oort, Bangladesh basis through **Karachi** Port(s) [Inclusive of all Taxes]		
4	Cost Insurance and Freight (CIF) Liner Out Chattogram Oort, Bangladesh basis through **Gwadar** Port(s) [Inclusive of all Taxes]		

f. Amount of Bid Security : _____

g. Pay Order/ Bank Draft
i. No. : _____
ii. Date : _____
iii. Name of Issuing Bank : _____
iv. Branch : _____

2. We declare that we are not blacklisted by a Government/Semi Government Department/Agency including TCP and are not defaulter ion term of any previous / past contract of TCP, in any manner.

3. We confirm that all the terms and conditions of the Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024 are accepted.

Yours faithfully,

Signature of the Chief executive or the Authorized Person*
& seal of the Company/Partnership/ Sole proprietorship

Name: _____

Designation: _____

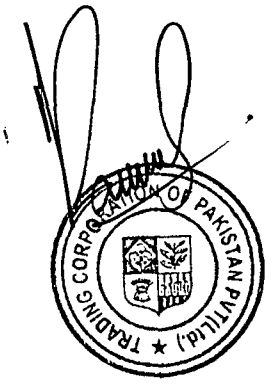
CNIC NO: _____

Contact Phone: _____

Contact Fax: _____

E-mail: _____

* In case of Authorized Person, the authority letter on the business letter head of the Firm/Company/Sole proprietorship shall be attached.



ANNEXURE-IB

Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 December 31, 2024

BID FORM (FOR 50,000 MT NON-BASMATI PARBOILED RICE +/-5% MOLSO)
(to be submitted on the business letter head of the company)

The General Manager (T & R),
Trading Corporation of Pakistan,
Principal office, 4th Floor, Block-B,
Finance & Trade Centre,
Shahrah-e-Faisal,
Karachi.

Dear Sir,

With reference to your supply tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024, we hereby submit our offer(s) as per following details:

b. Name of the Bidder : _____

c. Address : _____

d. NTN NO. : _____

h. Bank account No. with Bank address : _____

i. Price, Quantity & Bid Security:

SR.#	PARTICULARS	PRICE (USD/MT)	QUANTITY (IN MT +/-5% MOLSO)
1	Free on Board (FOB) **Karachi** Port(s) basis [Inclusive of all Taxes]		
2	Free on Board (FOB) **Gwadar** Port basis [Inclusive of all Taxes]		
3	Cost Insurance and Freight (CIF) Liner Out Chattogram Oort, Bangladesh basis through **Karachi** Port(s) [Inclusive of all Taxes]		
4	Cost Insurance and Freight (CIF) Liner Out Chattogram Oort, Bangladesh basis through **Gwadar** Port(s) [Inclusive of all Taxes]		

j. Amount of Bid Security : _____

k. Pay Order/ Bank Draft
v. No. : _____
vi. Date : _____
vii. Name of Issuing Bank : _____
viii. Branch : _____

2. We declare that we are not blacklisted by a Government/Semi Government Department/Agency including TCP and are not defaulter ion term of any previous / past contract of TCP, in any manner.

3. We confirm that all the terms and conditions of the Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024 are accepted.

Yours faithfully,

Signature of the Chief executive or the Authorized Person*
& seal of the Company/Partnership/ Sole proprietorship

Name: _____

Designation: _____

CNIC NO: _____

Contact Phone: _____

Contact Fax: _____

E-mail: _____

* In case of Authorized Person, the authority letter on the business letter head of the Firm/Company/Sole proprietorship shall be attached.

ANNEXURE-II

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY
(To be furnished on Stamp Paper of appropriate value)

The Trading Corporation of Pakistan (Pvt.) Limited,
Finance & Trade Centre,
Sharea Faisal,
Karachi.

M/s. _____ (hereinafter called the Tenderers) are submitting their offer against Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024 and have requested us to issue a Bank Guarantee for an amount of Rs._____in your favour as earnest money to ensure their compliance with conditions of the Tender.

2. Therefore, we hereby agree to make an unconditional payment of Rs. _____ (in words)_____ to you on demand without any further question or reference to the Tenderers on the Tender's failure to fulfill the terms of the tender. The sole judge for deciding whether the tenderer has failed to fulfill the terms of the tender shall be Trading Corporation of Pakistan (Pvt.) Limited.

3. This Guarantee is valid up to **_..In case the tenderers are awarded a contract for supply of goods as per Tender quoted above, the Guarantee shall remain in custody of TCP upto the date of furnishing of an acceptable performance bond on TCP's prescribed form.

4. Claim if any must reach us in writing on or before the expiry date after which we shall no longer be liable to make payment to you.

5. Our liability hereunder is limited to Rs._____.

6. This guarantee is valid for 60 days.

Name of Bank_____
Address_____
_____

SIGNATURE
AUTHORIZED OFFICER OF THE BANK

** **Two** months from the date of opening of tender.

ANNEXURE-III

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____, resident of/having office at _____, Holding CNIC/National ID/Company Registration No. _____ and passport no. _____ (where applicable).

1. That either the principal seller/company or his local representative had never been black listed by TCP or any Government department/autonomous body.

2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs._____

_____

_____

Official Stamp

Solemnly affirmed before me on this _____day, by the deponent(s) named above with whose identity I am satisfied on the basis of his/her/their CNIC/passport.

COMMISSIONER FOR TAKING AFFIDAVITS

TRADING CORPORATION OF PAKISTAN PVT (Ltd.)

ANNEXURE-IV

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____, resident of/having office at _____, Holding CNIC/National ID/Company Registration No. _____ and passport no. _____ (where applicable).

1. That the principal seller/company or his local representative have fulfilled their previous contractual obligations with TCP before Tender opening date. The seller shall also disclose information relating to court cases of the bidders and their local agents against TCP or Government/Autonomous bodies.

2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs._____

_____

_____

Official Stamp

Solemnly affirmed before me on this _____day, by the deponent(s) named above with whose identity I am satisfied on the basis of his/her/their CNIC/passport.

COMMISSIONER FOR TAKING AFFIDAVITS

ANNEXURE-V

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____ son/daughter/wife of (wherever applicable) _____, resident of/having office at _____, Holding CNIC bearing no. _____ and / or passport / or Chamber of Commerce Membership No. / or Company Registration No. _____ .

1. That all the papers/documents and information furnished to the Trading Corporation of Pakistan (Pvt) Limited, Shahrah-e-Faisal. Karachi (TCP) in Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024, are true and genuine. If, at any time, any information or document is found false or incorrect, I/We shall be liable for blacklisting under TCP's Public Notice No. 1 of 2010 dated 3rd September 2010, besides any other action which the TCP may take under the law.

2. That whatever is stated above is on oath true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs_____

_____

_____

Official Stamp

Solemnly affirmed before me on this _____day, by the deponent(s) named above with whose identity I am satisfied on the basis of his/her/their CNIC/passport.

COMMISSIONER FOR TAKING AFFIDAVITS

ANNEXURE – VI

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	.5	6	7	8	9	10
Name	Legal form (company/limited liability Partnership/ Association of - Persons/Single Member Company/partnership Firm/Trust/Any other individual body corporate (to be specified)	Date of Incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or Interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2,,	3	4	5	6	7	8
Name and Surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's/Husband's Name in full	Current Nationality (ies)	Any other Nationality (ies)	Occupation	Residential Address in full or the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and signature
(Person authorized to issue notice on behalf of the company)

ANNEXURE-VII

TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED
4TH& 5TH FLOOR, BLOCK-B, FINANCE & TRADE CENTER, SHARAH-E-Faisal, Karachi

FORM OF PERFORMANCE BOND/GUARANTEE
(to be furnished on the stamp paper of appropriate value)

Whereas, the Trading Corporation of Pakistan (Pvt.) Limited, 4TH& 5TH Floor, Block-B, Finance Trade Center, Shahrah-e-Faisal, Karachi, (hereinafter referred to as the "BUYER") has accepted offer for the supply of _____ MT of _____ RICE to be supplied by M/s._____ (hereinafter referred to as the "SELLER") on the terms and the condition governing to the respective contract.

2. AND, whereas the seller has requested us through the bank to issue a guarantee for an amount of Rs._____ (Rupees _____ in words).

3. Now, Therefore, in consideration aforesaid, we the _____ Bank Limited, hereby undertake and guarantee due performance of the contract by the sellers in all respect and we unconditionally and absolutely bind ourselves to the following:

i. To make payment of Rs._____ to the buyer or as directed by the buyer on the date of the receipt of demand in writing without any question whatsoever.
ii. To keep this guarantee valid and in force for thirty (30) days after completion of contract in all respects including settlement of all claims.
iii. To extend this guarantee for such further period or periods as may be required by the buyer at the buyer's sole discretion, five (05) days before the expiry of validity date.

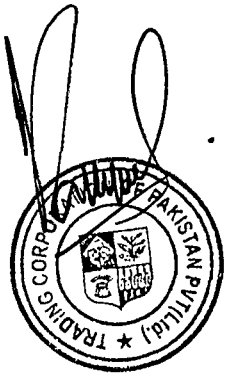
4. We understand that this guarantee is unconditional and the sole judge for deciding whether the seller has performed the contract Tender No.TCP/T&R/Rice/Bangladesh/24-2/2024 dated December 31, 2024 and fulfilled the terms and conditions of the contract, will be the Buyer.

5. We further understand that any grant of time or indulgence to the seller without to us shall not in any manner absolve us from liability to make payment to the buyer as stipulated under this guarantee.

6. Our commitment under this guarantee is limited to an amount of Rs._____ (Rupees _____ in words).

7. This guarantee is valid for six (06) months from the date of its issuance.

SIGNED:_____
DATE:_____
PLACE:_____
(A first class scheduled bank of Pakistan)



ANNEXURE-VIII

JOB DESCRIPTION OF PSIA:

i. GENERAL:

a. Upon receipt of award letter from TCP for supply of commodity, the seller will require to coordinate immediately with TCP's nominated PSIA and offer/tender the cargo to PSIA for inspection well before arrival of the vessel.

b. Seller shall be responsible to arrange the accessibility of PSIA to the cargo and seller shall provide the following documents to PSIA on immediate basis:-

i) Copy of TCP's procurement tender.
ii) Copy of L/C.
iii) Copy of Ship Particulars (for CIF Shipments only).
iv) Copy of Vessel acceptance letter issued by TCP (for CIF Shipments only).
v) Any other document, if required by PSIA or instructed by TCP.

c. On completion of loading the PSIA will issue the following documents:-

i) Certificate of Quality against specifications as per TCP's procurement tender/contract.
ii) Certificate of Quantity by shore figures.
iii) Certificate of Quantity as per draught survey.

ii. INSPECTION OF CARGO:

a. The cargo to be tested by PSIA under method as prescribed as prescribed in the TCP's relevant procurement contract. The sampling and testing of cargo / commodity should be done in accordance with the international standard, from internationally recognized foreign laboratory also approved from the respective Government. Samples should be drawn in the presence of seller/exporter and samples should be sealed by the seller/exporter. Dry oven method should be adopted for moisture testing (ISO-712:2021).

b. The results should be received by PSIA before the commencement of loading and after having entire satisfaction regarding quality in all respect, the PSIA shall allow to load the cargo in vessel. It must be noted that if the test analysis of cargo in bin / silo / godown referred above does not conform to the prescribed specifications, the loading of cargo / commodity is not to be permitted in any circumstances.

c. PSIA should draw five sets of samples jointly with the seller / exporter from each bin / silo / godown separately from which the cargo/commodity to be loaded for analysis and for one set of sealed samples tested by a reputed, independent, government approved laboratory, one sample to be delivered to seller / exporter, one sample to be dispatched to TCP through vessel and two samples to be kept in record for at least one year.

d. The PSIA should cover the points mentioned in the tender Terms & Conditions.

e. During loading, five representative samples of adequate weight / quantity of the cargo / commodity loaded into each hatch be drawn from a suitable location. These samples should be sealed and stamped and signed by the master of the vessel. Three sets each of sealed samples should also be handed over to the Master of the vessel against receipt for delivery to TCP at Karachi. One set of sealed samples should be handed over to the sellers and one set be retained by them (Pre-shipment Inspectors) for subsequent test.

f. If required, the PSIA will instruct seller/exporter for provision of vessel's paper before commencement of loading and seller shall be responsible to arrange the same as per PSIA's instructions.

g. The PSIA should ensure that the loading has been done directly from bins / silos / godowns into holds/hatches of the vessel. A certificate to this effect should be incorporated in the PSIA report.

h. If required, PSIA shall witness/supervise the fumigation of holds after completion properly and issue the certificate. The fumigation material will be provided by seller/exporter.
i. PSIA will seal the holds after loading and issue seal certificate, duly endorsed by the Master of the vessel.
j. If required, the PSIA will also check and certify the packing material in accordance with PSQCA method & standards or as prescribed in the import contract/tender.
k. Any/all charges/expenses for testing/checking of rejected cargo shall be on account of seller.

iii. INSPECTION OF VESSEL: -

a. The PSIA should carry out draught survey, condition survey, holds' inspection, holds' tightness inspection / survey and all other necessary survey / inspections at berth, if vessel is found ready in all respect then PSIA shall issue the fitness certificate that the vessel is fully fit and suitable to load the intended cargo. In case of any fault or finding of sub standard, the vessel will never be allowed by PSIA to load the cargo. In case PSIA feel that the vessel is not suitable to carry the TCP's cargo/consignment, PSIA can reject the vessel with sufficient justification/report.

b. The PSIA should check the Ship certificates, voyage book, age, and condition prior to issuance of the fitness certificate.

c. If seller/exporter need to get checked the vessel from PSIA at off-port/outer, the extra charges for boat, permissions etc., shall be borne by the seller/exporter

d. PSIA will verify the age of the vessel in accordance with TCP's import tender/contract, class Lloyds 100 Al or equivalent class of any other internationally recognized classification society.

e. PSIA will examine the ship's certificates to ensure their validity, and the validity / expiry dates to be stated in the PSIA report.

f. PSIA will check the Cargo Gear Book for examination and validity and also check the last port control report.

g. PSIA will examine the International Safety Manual and Report and ensure that the vessel's P&I cover is current and valid for any kind of damage in accordance with the Bill of Lading.

h. All ballast tanks in way of the cargo holds to be tested completely full, pressure tested by overflowing on deck.

i. PSIA will check that all bilges to be clean and dry and tested for their good working order.

j. PSIA will get undertaking from Master that the vessel is not on its last voyage prior to demolition and the vessel meets the parameters prescribed by the discharge port authority.

k. PSIA will check and ensure that all hatch covers are properly battened down, in seaworthy condition, with all cleats closed, to be hose or ultrasonic tested for tightness.

l. PSIA shall carry out a draught survey to confirm the quantity loaded by shore figures.

m. PSIA shall ensure and certify that all cargo spaces, overhead beams, frames and brackets to be: -

- i. Free from remains of last cargoes,
- ii. Free from rust and loose scale,

iii. Free from infestation,

iv. Dry, clean and free from odors,

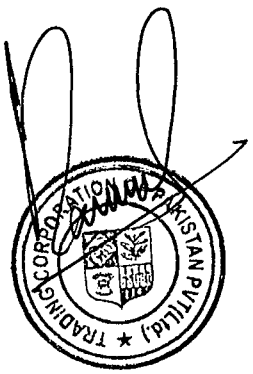
v. Other certificates / confirmation as per requirement of import contract and as mentioned in this terms & conditions.

n. The vessel should allow sail after verification by PSIA that:-

i. Proper airtight sealing of the covers of the holds/hatches of the vessel has been made.

ii. Vessel holds were duly examined prior to commencement of loading for being of the clearly clean, dry free from insects and infection and suitable to maintain quality of Urea.

iii. Any other formalities/responsibility as per tender/other related document.



ANNEXURE-IX

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.

Notwithstanding 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 pay compensation 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.

Signature of the Chief executive or the Authorized Person*
& Seal of the Company/Partnership/Sole proprietor

Name:_____
Designation:_____
CNIC NO.:_____

* In case of Authorized Person, the authority letter on the business letter head of the Company/partnership/sole proprietorship firm shall be attached including Name, CNIC, specimen signatures of the Authorized Representative.