TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED
MINISTRY OF COMMERCE

No. TCP/LCP&QAD/Cot-2/CPA/2023-24 21ST July, 2023

NOTICE FOR HIRING THE SERVICES OF COTTON PROCUREMENT AGENTS FOR THE CROP YEAR 2023-24

Trading Corporation of Pakistan (Pvt.) Ltd. invites sealed bids for hiring the services of Cotton Procurement Agents (CPA) having eight (08) years of experience in the relevant field, who must be registered with Income Tax and Sales Tax authorities and should be active in FBR list at the time of submission of bid, for assistance of TCP's Cotton Procurement Centers in procurement of Lint Cotton Bales for Crop Year 2023-2024 from pre-selected Ginning Factories in Pakistan. The TCP Cotton Procurement Centers are located in Punjab at **(i) Bahawalpur (ii) Dear Ghazi Khan (iii) Multan (iv) Rahim Yar Khan (v) Sahiwal & (vi) Vehari** and in Sindh **at (vii) Sukkur (viii) Nawabshah/Shaheed Benazirabad (ix) Mirpurkhas (x) Sanghar.** The services of CPA shall be on commission basis subject to satisfactory performance of their duties and responsibilities. The list of districts given herein is not exhaustive and other districts can be added to it on need basis.

2. The interested parties may submit their bids in sealed envelopes to be dropped in tender box placed at TCP's reception counter at 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi on **8th August, 2023, latest by 10:30 am.** The bids received will be opened on the same day **at 11:00 am** in the Board Room of TCP in the presence of bidders or their authorized representatives, who may wish to be present.

3. Bids must be accompanied by Earnest Money of Rs.500,000/- (Rupees Five Hundred Thousand only) in the form of Pay Order/Demand Draft in favour of TCP. Bids not accompanied with required earnest money shall not be considered.

4. Documents containing detailed terms and conditions can be purchased on payment of Rs.2,000/- (non-refundable) w.e.f. **24th July, 2023,** on all working days i.e. Monday to Friday from 8:00 am to 4:00 pm from the following offices or can be downloaded from TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk) for which a separate pay order/ demand draft of Rs.2,000/- in favour of TCP must be submitted along with the bid documents, otherwise the bid(s) will be declared non-responsive: -

(i) Deputy Manager (Cash), TCP, 4thFloor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi (Phone: 021-99202947-49) Ext. (235).
(ii) General Manager, Regional Office Lahore, 2nd Floor, LDA Plaza, Egerton Road, Lahore (Phone: 042-99206065-7).
(iii) Incharge, Regional Office Islamabad, 47, Street 02, PHA-F Residencia, Kurri Road, Islamabad. (Phone: 051-9222441-42).
(iv) Sub-Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., Plot # 26-30, Industrial Estate, Multan. (Ph # 0300-7317240).

5. TCP reserves the right to accept or reject any or all bids, before their acceptance, as per PPRA Rules, 2004.

21/7/23

(Sher Muhammad Mahar)
DGM Incharge (LCP&QAD)
021-99202726

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/LCP&QAD/Cot-2/2023-24 July 21, 2023

TERMS & CONDITIONS
FOR HIRING THE SERVICES OF COTTON PROCUREMENT AGENT (CPA)

1. INVITATION FOR BIDS:

1.1 Trading Corporation of Pakistan (Pvt.) Ltd. invites sealed bids for hiring the services of Cotton Procurement (CPA) having eight (08) years of experience in the relevant field, who must be registered with Income Tax and Sales Tax authorities and should be active in FBR list at the time of submission of bid, for assistance of TCP's Cotton Procurement Centers (CPCs) in procurement of Lint Cotton Bales for Crop Year 2023-2024 from pre-selected Ginning Factories in Pakistan. The TCP Cotton Procurement Centers are located in **Punjab at (i) Bahawalpur (ii) Dear Ghazi Khan (iii) Multan (iv) Rahim Yar Khan (v) Sahiwal (vi) Vehari** and **in Sindh at (vii) Sukkur (viii) Nawabshah/Shaheed Benazirabad (ix) Mirpurkhas (x) Sanghar**. The list of districts given herein is not exhaustive and other districts can be added to it on need basis. The services of CPA shall be on commission basis subject to satisfactory performance of their duties and responsibilities. The assistance role of CPA shall include, conduct survey of the Cotton Crop / field, inspection of ginning factories, supervision of ginning if required, provision of necessary assistance to the relevant ginning factories to prepare required quality of lint cotton, arrange sampling of the lint cotton, weighment as per procedure given by TCP, which may 100% weighment through bale by bale or through trawlers weighbridge shall be done at commercial scale/weighbridge (preferably on two different weighing scales), determination of moisture, evaluation of cotton samples to ascertain quality of Cotton, and other relevant assistance, facilities, services, whatsoever which are required for procurement of lint cotton, whether mention in the tender terms or not.

1.2 CPA shall ensure the procurement of required quality of lint cotton, in accordance with the relevant sale/purchase contract with Ginners/Sellers.

2. QUANTITY:

TCP intends to procure up to One (01) million bales of lint cotton and will be purchased through TCP's CPCs. The quantity awarded shall be made upon sole discretion of TCP.

3. BASIS OF OFFERS/ PRICE:

3.1 The price shall be quoted in Pak Rupees **PER BALE** and to be quoted on the Bid Form as per ***ANNEXURE-I***.

3.2 Price should include all the expenditure, including provision of machinery/equipment's, direct and indirect taxes, and all kind of other expenditures, whatsoever;

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

4. SUBMISSION OF BIDS:

4.1 Interested CPA may submit their bids in sealed envelopes to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, and Karachi on **8th August, 2023 latest by 10:30 am** The Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered. The bids received will be opened at **11:00 am** on the same day in the TCP Board Room in presence of bidders or their authorized representatives who may wish to be present.

4.2 CPA is required to quote separate rate for two Provinces i.e. Punjab & Sindh. Ginning Factories and Districts shall be allocated by TCP on its own discretion.

4.3 Bidder may obtain the details of Pre-Selected Ginning Factories from the following offices of TCP, contact details are given below:-

4.3.1 **Deputy General Manager Incharge (LCP&QAD), TCP, 4thFloor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, (Phone: 021-99202726).**

4.3.2 **General Manager, Regional Office Lahore, 2nd Floor, LDA Plaza, Egerton Road, Lahore, (Phone: 042-99206065-7).**

4.4 Interested CPA are required to submit their Bid alongwith the following documents/information:

4.4.1 Details of at least eight (8) years of experience along with award letters/certificate(s)/proof (s);
4.4.2 Details of Contracts being performed, if any;
4.4.3 Copy of CNIC of owner/proprietor;
4.4.4 Copy of NTN;
4.4.5 Copy of Sales Tax and Income Tax Registration Certificate;
4.4.6 Copy of registration book of vehicle in the name of bidder/firm;
4.4.7 Curriculum Vitae (CV) of qualified Classer appointed by the bidder including copies of testimonials;
4.4.8 Complete address for correspondence, including landline/mobile number;
4.4.9 Pay order of Rs. 500,000/- (Earnest Money/Bid Money) in favor of TCP;
4.4.10 Original receipt in respect of tender document charges;
4.4.11 Undertaking on stamp paper that bidder is not blacklisted/defaulted with any Government/Semi Government organization;
4.4.12 Successful bidder will sign/stamp each page of the tender documents as acceptance of terms & condition;
4.4.13 Any other relevant details.

Note: All the above information/documents are mandatory for submission of bids. Any condition with offer/bid will be declared as non-responsive.

5. VALIDITY OF OFFER:

Offers/bids should be valid up to **30 days** from the submission of bids.

6. BID EVALUATION CRITERIA:

6.1 Bids will be evaluated solely on basis of Price/Rate subject to their conformity with terms & conditions of the tender Notice/Document.
6.2 Any condition, alteration, overwriting etc., will attract declaration of offer as non-responsive/ineligible.

7. ELIGIBILITY:

7.1 The CPA having minimum eight (08) years of relevant experience for handling of Lint cotton bales. Experience certificate shall be attached with the bid form;
7.2 The CPA must have at least three experienced personnel including cotton classer at each CPC center.
7.3 The CPA must have the cotton grade boxes issued by PCSI of the crop year 2023-24.
7.4 The CPA must fulfill all the requirement of the Tender Terms & Conditions

8. INELIGIBILITY:

8.1 If the CPA is declared as blacklisted/defaulter by any Government Organization shall not be eligible to participate in the tender;
8.2 If the CPA was previously terminated by TCP as well as by defunct CEC / CTC or any other organization due to non-satisfactory performance shall not be eligible to participate in the tender;
8.3 If the CPA fails to provide any of the information/ document required under Tender Terms & Conditions.

9. ACCEPTANCE OF BID / AWARD OF WORK:

9.1 The bid found to be the lowest evaluated bid shall be accepted subject to provision of all documents/information as required in the tender document.
9.2 Letter(s) of Acceptance will be issued by Email, fax as well as by courier to the successful Bidder(s) within the validity of offer. The successful bidder will give its consent immediately by return email or through hard copy.

10. BID SECURITY/EARNEST MONEY:

10.1 Bid(s) must be accompanied with an **Earnest Money of Rs.500,000/= (Rupees Five Hundred Thousand Only)** in the form of Pay Order/Bank Draft from 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.

10.2 Earnest Money of unsuccessful bidders shall be returned within fourteen (14) days of finalization of tender.

10.3 The Bid security of the successful Bidders will be returned when the required Performance Guarantee Bidder is furnished and the Contract/Agreement is signed.

10.4 The Bid Security shall be forfeited, in the case successful Bidder fails to furnish the required Performance Security and sign the Contract/Agreement, within the specified time limit.

11. PERFORMANCE SECURITY/GUARANTEE:

11.1 Successful Bidder will be required to furnish a **Performance Guarantee of Rs. 2,500,000/- (Rupees Two Million and Five Hundred Thousand Only)** against the Contracted Quantity in the form of Pay Order/Bank Draft from scheduled Bank in Pakistan in Pak Rupees in favour of Trading Corporation of Pakistan (Pvt) Ltd., for due and satisfactory performance against the Award of Contract/Work.

11.2 The bidder shall submit Performance Guarantee within **Five (05) Working Days** of Award of Contract/Work from the issuance of award letter.

11.3 The Performance Guarantee shall be released after successful completion of contract, subject to satisfactory performance of the CPA as per Contract Agreement.

11.4 No claim shall be liable against the TCP in respect of interest on Performance Guarantee regardless of the time of its release.

11.5 In case of delay in settlement of the TCP's claims against the stocks with the Ginning Factory/Seller, the Performance Guarantee of the CPA can be withheld by the TCP till settlement of the claim(s).

12. DOCUMENTS CONSTITUTING CONTRACT:

The terms and conditions of the Tender Document, Integrity Pact (as at ***ANNEXURE-II***) and Award Letter issued for allocation of work shall constitute the Contract.

13. JOB DESCRIPTION:

13.1 The CPA will operate only in areas/stations that would be allotted to them and they will not handle cotton purchase for any other party except TCP, during the period of engagement with TCP.

13.2 The CPA will undertake survey of all ginning factories in their allotted area and will submit a weekly report to Incharge CPC as well as to General Manager/Incharge (LCP&QAD), Head Office Karachi, giving the following information:

- 13.2.1 Total Phutti arrivals (in bales).
- 13.2.2 Total ginned (in bales).
- 13.2.3 Sold to textile mills/private exporters (in bales).
- 13.2.4 Quantity contracted by TCP.
- 13.2.5 Quantity delivered to TCP.
- 13.2.6 Un-ginned stocks.
- 13.2.7 Quality of stocks/in term of PCSI Grade Boxes.

13.3 The CPA will facilitate in preparation and signing of the Purchase Contract between Incharge CPC and authorized representative of Cotton Ginning Factory.

13.4 It will be the responsibility of the CPA to have all the terms and conditions of TCP Purchase Contract fulfilled by the sellers.

13.5 The CPA will pay due attention, at the ginning factories for cleaning, drying and proper spreading of seed cotton as well as timely cleaning and suitable adjustment of the ginning machines in order to secure production of consistently high-quality lint.

13.6 After the TCP Purchase Contract is signed with Ginning Factory, sample weighing about three 1-1/2 kgs. Samples shall be drawn from each bale out of 10 bales per lot of 100 bales at minimum. For sampling, the lot of 100 bales shall be divided proportionately into three parts, from bale Nos. 1-33 one portion, bale Nos. 34-66 second portion and bale Nos. 67-100 third portion and one sample drawn from each portion. The CPA should be very careful in drawing the correct samples as per above procedure.

13.7 Before drawing samples, the CPA will ensure that the bales do not contain moisture exceeding 8.5%. In case moisture level is higher than 8.5%, weighment will not be conducted and In-charge procurement center will be immediately notified.

13.8 Marking on bales should be with legible red indelible ink and each bale must bear marks for station, press number, season, variety, factory lot number and bale running number. The grade and staple length on each bale should also be marked by ginners. The press serial number and the lot numbers should be progressively marked irrespective of the number of lessees in a factory.

13.9 The CPA will collect from the concerned Incharge procurement center, the list of TCP lot numbers allocated to each factory and will ensure that the marking of TCP lot numbers on bales is properly carried out so that no duplication in lot numbers may occurs.

13.10 Sample bales shall invariably be stamped as **"Sampled"** with red indelible ink. Sampled bales shall be repressed immediately in the presence of CPA firm or authorized representative. If press is not operating, the sampled bales must be covered with wrapping and stitched properly before the Procurement CPA leaves the factory so that cotton does not pour out and may not be wasted.

13.11 Once the samples have been drawn, the CPA will prepare the Sample Drawing Slip indicating the following: -

13.11.1 Factory's and Seller's name.
13.11.2 Station.
13.11.3 Factory lot number.
13.11.4 Sample bale number
13.11.5 Crop year.

13.12 The Sample Drawing Slips shall be duly signed and stamped by the CPA, clearly indicating the name and status of the signatory. The CPA will evaluate the cotton on the basis of the lowest of the three samples and will arrange for its micronaire test. After preparation of the Evaluation Report, the CPA will immediately send half the quantity of each sample, along with the Evaluation Report signed and stamped, and the duplicate copy of the Sample Drawing Slip to the respective TCP In charge procurement center in a wrapper, properly sealed.

13.13 The CPA will in due course deposit the remaining half of the samples with Zonal Office along with a statement in the following form, failing which cost of samples will be recovered from the CPA. A proper record of all samples should also be maintained by the CPA.

BALES PURCHASED	WEIGHT OF SAMPLE DRAWN	SAMPLES SENT TO CPC AFTER EVALUATION	SAMPLES NOW BEING DEPOSITED WITH CPC.

13.14 The cotton Evaluation Report in the prescribed form will be jointly prepared, signed and stamped by the CPA and TCP designated cotton Classer, which will be countersigned by Incharge CPC. The distribution of Evaluation Report will be as follows:

13.14.1 Original - To Incharge procurement center immediately after evaluation;
13.14.2 Duplicate - With advance payment bill.
13.14.3 Triplicate - CPA's copy.

13.15 The Evaluation Report will be serially machine numbered.

13.16 In addition, the CPA will issue a certificate after entire satisfaction for quality, quantity as follows: -

"CERTIFIED THAT Factory Lot No. _____ TCP Lot No. _____ of season 2023-24 from _____ (Name of factory) is not lower in quality and staple than the lowest sample bale No. _____ drawn from this lot".

13.17 The CPA will not be authorized to negotiate the price of cotton.

13.18 Evaluation of cotton shall be strictly according to the Government policy and will be based on the "PCSI Grade Boxes for the crop year 2023-24".

13.19 The CPA will maintain the record of evaluation, party-wise and contract-wise mentioning serial number of evaluation slip as per instructions of the procurement center and shall also maintain the register named, "Purchase, Dispatch and Stock Register" (Seller-wise) specimen of which will be supplied by procurement center.

13.20 After the evaluation made by the CPA has been countersigned by the Incharge procurement center concerned and a copy thereof received by the CPA, only then will the CPA conduct 100% weighment at random at Seller's factory in the presence of the Seller's representative. All

weighment expenses shall be borne by the Seller. At the time of 100% weighment, the CPA will put TCP lot number on every bale of the lot. The Seller's Press Weight Notes should not be referred to at the time of weighment and the CPA will prepare his own weight report of the lot. The CPA will get his weight report countersigned by the Seller under stamp.

13.21 If the weather is cloudy, there would be no weighment. The weighment will be stopped immediately, if there is sudden rain. If there was a rain earlier, the weighment will be done only after the bales have properly dried-up.

13.22 The ten sampled bales of the lot should be produced by the Seller and 100% weighment of lot should be done after proper hooking of each bale to ensure that the quality of the bales is not lower than the Lowest of the sampled bales. If any of the bale is found to be lower than the lowest of the bales sampled, or the CPA feels that some substitution has taken place, CPA should not conduct weighment without bringing the fact to the notice of the Incharge CPC in writing and seeking his written advice.

13.23 The bale weight should be 170 kgs with variation not exceeding (-/+) 3% and weight of one lot of 100 bales is 17,000 kgs.

13.24 The CPA will ensure that new plastic hoops/ bale ties and new hessian of required thickness as mentioned in the contract have been used for covering the bales from all six sides. The CPA will point out the following in the Delivery Certificate:

- 13.24.1 Whether the bales are covered from all six sides.
- 13.24.2 Weather hoops/bale ties are of required specifications.
- 13.24.3 Whether hessian is new with required specifications.
- 13.24.4 Whether bale marking is legible. (If the marking is not legible, the CPA must get the marking re-done).
- 13.24.5 Whether lots have been stacked on pucca platform on bricks or not?
- 13.24.6 How many bales are burst?

13.25 The CPA will ascertain the actual tare weight of the lot by weighing the hoops/bale ties and hessian used on the bales of a lot. If difference in tare is found, the difference will be clearly mentioned on the Weight Report.

13.26 The CPA will obtain a "Dispatch Order "signed and stamped by the Incharge CPC, which he will submit to the Seller for dispatches.

13.27 The Incharge CPC will intimate the CPA/seller about TCP's approved truck rates.

13.28 The CPA will help Seller in preparing bills. The following documents are required in duplicate:

- 13.28.1 Document Check List (specimen to be obtained from Incharge CPC).
- 13.28.2 Bill for advance payment (specimen to be obtained from Incharge CPC).
- 13.28.3 Copy of Cotton Purchase Contract.
- 13.28.4 Delivery Certificate from CPA (specimen to be obtained from Incharge CPC).
- 13.28.5 Truck receipt (bilty)/Godown receipt.
- 13.28.6 Dispatch order issued by Incharge CPC containing contract No, date of contract and price. The dispatch order should be jointly signed/stamped by the Incharge CPC and CPA.
- 13.28.7 Copy of dispatch order should also be sent along with truck.
- 13.28.8 Letter of Disclaimer to be issued by the ginner (specimen to be obtained from Incharge CPC).
- 13.28.9 Copy of 100% weighment report duly verified by seller in duplicate.
- 13.28.10 Gate pass issued by ginner in the name of TCP should be serially numbered and should indicate the quantity of Cotton bales along with Sales Tax Registration Number, Bilty No., and Date& Registration No. of the vehicle on which lint cotton is transported to TCP warehouse.
- 13.28.11 Evaluation Report jointly prepared by TCP's Classer and Procurement CPA and countersigned by the ginner and concerned Procurement CPA.
- 13.28.12 The CPA will authenticate the bills after all formalities regarding sampling, evaluation, 100% weighment, as listed above have been carried out to the satisfaction of TCP Incharge CPC. The bill will however, be submitted directly by the Seller to the TCP's CPC.

13.29 In order to perform procurement operation effectively, the CPA will provide a full-time transport to TCP CPC with a driver.

13.30 The CPA will ensure that after completion of all formalities, i.e. sampling and 100% weighment of cotton, the lots are dispatched to TCP storage points after issuance of Dispatch Order by TCP's Incharge CPC. The freight charges and transit insurance (fire-theft) charges from factory to TCP storage points will be paid by the seller. Transportation charges must be communicated by the ginner in advance. TCP would convey its agreement to the charges which will be reimbursed to the ginning factories/seller after final payment of cotton on presentation of bill alongwith relevant documents i.e. builty, store receipt etc., whereas taxes shall apply and to be deducted from the payments of Seller as per law. However, Transit Insurance (fire-theft-accident) charges from factory to TCP storage points will be paid by the Ginning Factory / Seller.

13.31 The Adhoc payment to ginner / seller (as decided by CPRC) above lot will be released after confirmation of arrival of lot at TCP storage point and its final evaluation.

13.32 Balance payment to ginner/seller will be made within a period of 30 days after proper checking of quality and 100% weight by TCP and ascertainment of tare of the lot by weighment of hoops/ties and hessian for one bale.

13.33 The CPA will ensure that all cotton procured from Ginning Factory / Seller will be free from foreign matter, damage, stains, admixture of old or inferior crop of any description.

13.34 The CPA will ensure that ginner must spread the Phutti on THALLAS (platforms) for Dandari/Khalari under the sun before the ginning process and all types of non-lint content (NLC) specially contaminants i.e., Jute, hessian twine, polypropylene, polythene, human/animal hair, poultry feathers, cloth and yellow stain and other admixture should be picked from seed cotton during the ginning process for production of contamination-free cotton.

13.35 The CPA will ensure that ginner (ginning factory) must maintain a lot-wise list of cotton growers with quantity of Phutti supplied for each lot of cotton ginned.

13.36 The CPA will ensure fulfillment of all terms and conditions contained in the Cotton Purchase Contract by the sellers (copy of Cotton Purchase Contract to be obtained from TCP's Incharge CPC).

13.37 The CPA will intimate to the In-charge about quality, quantity and/or any other material issue, if noticed at any stage. All the important correspondence between Incharge CPC and CPA shall be made in writing against proper receipt / acknowledgement. All the correspondence made with Incharge CPC should be made under intimation to General Manager/Incharge (LCP&QAD) at shermahar@tcp.gov.pk and followed by Courier.

14. PENALTY:

14.1 The CPA shall be responsible for all direct and indirect losses/consequences suffered by TCP in case of:

- 14.1.1 Any loss sustained by TCP due to procurement of low-quality cotton bales, on the basis of report of CPA;
- 14.1.2 Delay in performance of assigned duties, responsibilities, job, functions, etc;
- 14.1.3 Any loss sustained by TCP due to fault of CPA;
- 14.1.4 Any demurrage / detention charges of truck incurred on TCP due to failure of CPA will be borne by the CPA;

14.2 TCP reserves the right to recover the losses from bill(s) amount and performance guarantee. In case of losses suffered by TCP are more than amount of Bill(s) / performance guarantee, TCP reserve to recover its losses from the CPA. Besides penalty, any appropriate action can be initiated against CPA, which may include blacklisting and/or suspension of the award and for future work.

15. GENERAL CONDITIONS:

15.1 Any claims of injuries, loss or limb of life to labor and other workers engaged / employed by the CPA for operations under this tender / agreement or work connected directly or indirectly with this tender / agreement shall be settled and paid by the CPA directly. TCP shall in no way be responsible for any compensation in this connection.

15.2 Any increase or decrease in any levies or rates imposed by the Government, labor wages, and/or fluctuation in market rates of equipment, materials, labour etc. during the operation of this tender /

agreement shall be on the CPA account and no claims for such increase shall be entertained by the TCP.

15.3 Any taxes/duties already in place or levied by the Government during the currency of the tender / agreement will be on account of CPA and no claim shall be entertained by the TCP.

16. PAYMENT TO CPA:

16.1 The 100% payment will be made after final evaluation of cotton at TCP's designation storage point subject to satisfactory performance on production of following documents:

16.1.1 Invoice with covering letter both duly signed and stamped by authorized officer;
16.1.2 Initial evaluation report.
16.1.3 Final evaluation report.
16.1.4 Verification of Incharge .
16.1.5 Sale Tax /NTN certificate.
16.1.6 Copy of Agreement.
16.1.7 Copy of Award letter.

17. NON-PERFORMANCE / CANCELLATION OF CONTRACT:

If the CPA fails to perform its assigned duties, TCP shall be entitled to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. TCP shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

18. 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.

19. VALIDITY OF CONTRACT /AGREEMENT:

The contract/agreement against this tender shall be valid for one Crop Year i.e. 2023-24 w.e.f. date of signing of contract/agreement. However, the CPA shall be responsible to fulfill the work in hand as per Terms and Conditions of the Contract/Agreement.

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ٹریڈنگ کارپوریشن آف پاکستان (پرائیویٹ) لمیٹڈ
Trading Corporation of Pakistan (Pvt) Limited
4th&5th Floor.
Finance &Trade Centre.
Sharea Faisal,
Karachi. 75530 (Pakistan)

Phones : 9202947-49 (3 Lines)
Fax : (92-21) 9202722, 9202731 & 9202595
E-mail : www.tcp.gov.pk

ANNEXURE-I

Dated.....

BID FORM FOR COTTON PROCUREMENT AGENT (CPA)

1.	Name of the CPA:	
2.	Status of the CPA viz. Sole Proprietorship, Partnership, Association of Persons (AOP), Limited Company:	
3.	Name of the Sole Proprietor, Partners and Managing Director, (Photo copies of CNIC to be attached):	
4.	Registered Address:	
5.	Contact: Telephone & fax numbers / e-mail / mobile number of authorized representative:	
6.	Name of Banks in which account(s) is/are maintained:	
7.	Title/Head/Name of the Bank account maintained:	
8.	Person(s) authorized to sign correspondence and contracts:	
9.	National Tax Number. (Photo copy to be enclosed):	
10.	Sales Tax Registration No:	
11.	Number of Human Resources including Cotton Classers:	
12.	No of available Vehicles, Moisture Meter/Lint Grade Boxes:	
13.	Past Cotton Procurement Performance:	

Continued….P/2

14.	An affidavit to the effect that the firm or its partners/Directors etc. have not been black-listed/defaulted by any Government Department/Autonomous Agency or Government owned organization including TCP and defunct CEC/CTC:	
15.	Confirmation regarding : i) Tender document purchase receipt or Pay Order /DD for Rs.2,000/-. ii) Bid/Earnest Money Rs.500,000/- in the shape of Pay Order/DD in favor of TCP.	
16(a)	Rates Per Bale in PKR Inclusive of All Applicable Taxes (SINDH)	
16(b)	Rates Per Bale in PKR Inclusive of All Applicable Taxes (PUNJAB)	

All the terms and conditions of tender No.TCP/LCP&QAD/Cot-2/2023-24 dated 21st July, 2023 are acceptable to us.

Signature of applicant
Seal of office

ANNEXURE-II

On Rs. 100/= Stamp Paper

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.

INTEGRITY PACT

Declaration of fees, commission and brokerage etc., payable by the Cotton Procurement Agent (CPA).

[Cotton Procurement Agent] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from TCP through any corrupt business practice.

Without limiting the generality of the foregoing, [Cotton Procurement Agent] represents and warrants that it has fully declared the brokerage, commission, fees etc., 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 kick back, whether described as consultation fee or otherwise, with the object of obtaining of including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from TCP, except that which has been expressly declared pursuant hereto.

[Cotton Procurement Agent] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with TCP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Cotton Procurement Agent] 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 under any law, contract or other installment be voidable at the option of TCP.

Not with standing any rights and remedies exercised by TCP in this regard, [Cotton Procurement Agent] agrees to indemnify TCP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Cotton Procurement Agent] as aforesaid for the purpose of obtaining or inducing the procurement of any contractual right, interest, privilege, or other obligation or benefit in whatsoever from TCP.