TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

TCP/D&POD/P.Q/ CL&FWD/2022 March 11, 2022

NOTICE FOR EXPRESSION OF INTEREST FOR PRE-QUALIFICATION AS CLEARING & FORWARDING AGENTS ON TCP's PANEL

1. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites applications from sole proprietorships/firms/ companies registered with Income Tax and Sales Departments, having ten years' experience in the field of clearing and forwarding of bulk, break bulk and containerized cargo of various commodities like sugar, urea, wheat, soybeans, etc., **for Pre-Qualification as Clearing and Forwarding Agent on TCP's panel**.

2. Trading Corporation of Pakistan intends to prequalify Clearing Agents for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s) subsequent to bidding process in case of Closed Framework Agreement(s). The objective of the intended Closed framework agreement(s) is the on-demand provision of services of Clearing and Forwarding Agency from reputable sole proprietorships/firms /companies having relevant experience in the field of clearing and forwarding of bulk, break bulk and containerized cargoes of various commodities like sugar, urea, wheat, soybeans, etc., at **Karachi Port and / or Port Bin Qasim and /or Gwadar Port** as well as having legal and valid license for operation as Clearing Agents, through subsequent Call-off Contract(s) with successful bidders, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.

3. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants during March 2022 till March 2024 and Closed Framework Agreement(s) will be signed between the TCP and the successful bidder(s) as Framework Agreement Suppliers for the period of two years.

4. Prequalification process is open for all national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from Trading Corporation of Pakistan at the address mentioned below during office hours from 0900 to 1700 hours.

5. A complete set of Prequalification Documents in English language may be purchased by interested Applicants on the submission of a written Application to the address mentioned below and upon payment of a nonrefundable fee of Rs. 500 (rupees five hundred). The documents will be provided directly to the Potential Applicants and essential record shall be maintained by TCP for providing information regarding amendment(s), if any, in Prequalification Documents. The method of payment will be Cash payment at the Cash counters of following TCP's offices situated at Karachi, Lahore, Islamabad and Gwadar:-

a. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);

b. The General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Egerton Road, Lahore Tel: 042-99206065-69 Fax: 042-99206066

c. General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 16th Floor, State Life Building No.5, Jinnah Avenue, Islamabad (Phone: 051-9222441-42, Fax: 051-9222443).

d. The Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., Gwadar, House No. M-6 New Town Near Roshan Masjid Airport Road, Gwadar Tel: 0301-2486854

6. A complete set of Prequalification Documents can also be downloaded from the website [www.tcp.gov.pk] after signing up and giving necessary details, which will be required for keeping the record of potential applications, who are also instructed to remain in touch with the respective web-link for observing amendment(s), if any, in Prequalification Documents. However, the Interested Applicants must enclose a pay order in the name of TCP for an amount of Rs. 500/- as a nonrefundable fee.

7. **All the Clearing & Forwarding Agents, already pre-qualified with TCP are also required to submit their applications afresh.**

8. Applications for Prequalification should be submitted in clearly marked envelopes and delivered to the address mentioned below latest by **1100 hrs on 29-03-2022 2022** . Late Applications will be rejected.

(Qadeer Ahmed Bhutto)
General Manager
Dispatch & Port Operation Division

Trading Corporation of Pakistan (Pvt.) Limited
4th & 5th Floor, Block B, Finance & Trade Centre,
Shahrea Faisal, Karachi. 75530
(Pakistan)

www : tcp.gov.pk
Tel : (92-21) 99202947-9
Fax : (92-21) 99202722, 99202595 & 99202731
Email : tcp@tcp.gov.pk

EMERGING PAKISTAN

No. D&POD/P.Q/ CL&FWD/2022

March 10, 2022

PRE-QUALIFICATION DOCUMENT
CLEARING AND FORWARDING OF IMPORTED COMMODITIES AT KARACHI PORT / PORT BIN QASIM/ GWADAR PORT

1. GENERAL CONDITION:-

   a. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites applications from sole proprietorships/firms/companies registered with Income Tax and Sales Departments, having ten years' experience in the field of clearing and forwarding of bulk, break bulk and containerized cargo of various commodities like sugar, urea, wheat, soybeans, etc., for Pre-Qualification as Clearing and Forwarding Agent on TCP's panel.

   b. All the Clearing and Forwarding Agents, already pre-qualified with TCP, are also required to submit the applications afresh.

   c. TCP reserves the right to reject all the applications at any time prior to the acceptance.

2. ELIGIBILITY: -

   a. Sole proprietorships/firms/companies, having valid clearing agency license(in their own name) and work experience of at-least Ten years for clearing and forwarding of bulk, break bulk and containerized commodities like sugar, urea, wheat, soybeans, etc at Karachi Port or Port Bin Qasim or Gwadar port, are eligible to apply for the pre-qualification process.

3. INELIGIBILITY: -

   a. The individuals / sole proprietorships/ firms/ companies who have defaulted with the TCP are not eligible to participate in Pre-qualification process. Further those who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the process, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the Pre-qualification process opening date.

   b. The individuals / sole proprietorships firm(s)/ companies/applicant(s), who are involved directly or indirectly in the supply of IMPORTED COMMODITIES to TCP, as pre-qualified suppliers of IMPORTED COMMODITIES or as local agents, will be ineligible for participation in this Pre-qualification process.

   c. Applications not complying with the pre-qualification instructions or conditional or without required documents etc. shall not be considered.

4. **INSTRUCTIONS FOR THE APPLICANTS**:

   a. Applicants shall read the Pre-Qualification document along with Expression of Interest ('EoI') and relevant rules carefully. Incomplete application shall not be considered / accepted. No change / attachment of any document with the application shall be allowed once the Application / EoI are opened.

   b. Where necessary, please provide the required details on the letterhead of applicant.

   c. The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant. Any such corrections must be initialed by the person or persons who sign(s) the Pre-Qualification document, any kind of doubt will attract the rejection of application.

   d. The completed document shall be signed and stamped on each page by the authorized Proprietor / Partner / Director of the organization including the supporting documents. The Original authorization should be enclosed with the application.

   e. Applicant will meet all costs associated with preparation and submission of their applications.

   f. TCP will disqualify a Clearing Agent where it is determined that the Clearing Agent has engaged in corrupt or fraudulent activities in competing for the application in question, which may includes the following practices: -

i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the TCP/Government in the application process; and

ii. **"Fraudulent practice"** means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser/Employer, and includes collusive practices among Clearing Agent (prior to or after submission of pre-qualification request) designed to establish competition at artificial, non-competitive levels and to deprive the TCP/Government of the benefits of free and open competition.

g. Any attempts by the applicant to influence TCP in the evaluation shall result in disqualification of their application.

h. Applicant shall not contact TCP in any form, either in written or oral on the matter relating to the pre-qualification process till the time of submission to the official communication of the results.

i. Application must be delivered in sealed envelope, addressed to **The General Manager(D&POD),** Trading Corporation of Pakistan (Pvt) Ltd., 4th & 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi, through courier or can be delivered at the R & I Section of TCP, located at 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi.

j. All documents should be in English Language, otherwise, translated into English and verified by the appropriate agency/authority.

k. In order to simplify this process, applicant needs to provide certified / attested copies by oath commissioner of all supporting documents for pre-qualification.

l. Applicant must provide the documents, information and data, as required in this Pre-Qualification document. Applicant may also be asked to clarify their answers or provide more details. All the questions in Pre-Qualification document shall specifically be answered. Write 'N/A' if the question does not apply.

m. Please note that by responding to Pre-Qualification document, applicant accept that all answers provided in this Pre-Qualification document are legally binding and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further, TCP reserves the right without further recourse, to verify at its own cost the accuracy of any answers provided herein.

n. The information provided in the Pre-Qualification document is strictly confidential and solely for use by TCP, as per applicable law and rules.

o. The Evaluation results will be announced within the validity period and same shall be displayed on the TCP's and PPRA website.

p. Any complaint/grievance against the Evaluation result can be communicated to the Executive Director, TCP within required time as mentioned in the Evaluation report for redressal. The complaint/grievance should be in proper manner and with proper references/proof/ supporting document. The complainant shall be ready to appear before the TCP's Management / Committee to explain the same at any time, if required. The grievances shall be redressed as per PPRA rules.

q. TCP's decision shall be final for pre-qualification of Clearing Agent, TCP reserve rights to accept/reject the request, if deemed appropriate.

5. **EVALUATION CRITERIA:**

a. Permanent Clearing Agent License **(All Pakistan)** issued by Pakistan Customs in the name of applicant.

b. This is a scoring based criterion for pre-qualification, wherein minimum requirement to qualify for pre-qualification is 50 marks out of 100. Pre-qualification will be based on meeting the

minimum criteria regarding the applicant's legal status, general and particular work experience, personnel and financial position etc., as indicated through the responses in the prequalification document. The details are as under :-

Legal standings/ framework	NTN holder +Active Tax Payer for last 10 years.	02 marks
	ECIB clearance from SBP	06 marks
	Affidavit of "Not been black listed by any Government department / autonomous body /TCP	02 Marks
Experience	10 – 15 years 16 – 20 years 21 years and above	15 marks 25 marks 35 marks
Registered Office+ land line phone (On the name of applicant)		05 Marks
Financial position /Credit worthiness/ turnover	Rupees 05 million Rupees 08 million or more	05 Marks 10 Marks
Company Presentation and plans		40 Marks
	Minimum qualifying marks	**50 Marks**
	Total	**100 Marks**

6. **SUBMISSION OF DOCUMENTS FOR PRE-QUALIFICATION:** -

a. All documents mentioned at para 5 above.

b. Attested copies of the following documents be provided along with the applications:-

i. Status of Ownership (Sole Proprietorship, partnership Firm and Article of Association and Memorandum of Association of Limited Company), along with profile with details of the constitution of his firm including names of Directors/Partners etc. Full details of the Directors along with their NIC, Residential Address, Telephone Numbers, recent photograph.

ii. Detailed documents of handling of Bulk Cargoes in Pakistan showing experience of atleast ten years.

iii. Sales Tax and Income Tax Registration Certificate.

iv. Annual Income Tax Returns and receipt.

v. Original receipt of purchase of Pre-qualification documents in the name of the applicant.

b. A certificate from the Bank (original), showing the Applicant's credit worthiness for an amount of not less than rupees five million. The certificate should be dated, not earlier than 10 days prior to the opening of Pre-qualification process.

c. Financial status report of the applicant about its financial standing and business integrity by the applicant's bank along with bank statement showing trade transactions of last six months.

d. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation round the clock.

e. Resumes of Technical/Field Staff, along with their banking details, date of appointment, copy of CNIC, copy of service card, copy of Port Gate passes **and copy of Customs permit alongwith an undertaking by employer that the employees not involved in any criminal activity. Besides, an undertaking may also be provided by employer confirming that "they are fulfilling labour /human rights rules for their employees".**

f. Organogram.

g. An undertaking to the effect that the applicant or their owner/ partner/ director/ employee/ worker have no link with the pre-qualified suppliers of IMPORTED COMMODITIES or their local agent.

7. Applicant should have the sufficient resources (including Human Resources, Equipment, Vehicles, Communication and logistics with documentary evidences) to carry out the job of Clearing Agent at discharge-port, which includes the following : -

a. Resumes of Technical/Field Staff, along with their banking details, date of appointment, copy of CNIC, copy of service card and copy of Port Gate passes.

b. TCP reserve rights to demand/call any other information for the sake of documents /information, and other matter relates to the service of employees.

c. In case of expiry of any paper(s)/document(s)/information, the same shall be provided within one week after its expiry, failing which, the successful Clearing Agent can be suspended/disqualified, without any notice.

d. The applicants should have registered offices. TCP may verify the capability to deliver the said services and physical existence of the applicant premises, from which the applicant conducts business. TCP will have the right to inspect the business premises of the applicant at any time, even after pre-qualification and to see the available resources, if deemed appropriate.

e. Clearing Agent, who qualifies according to the selection criteria, will be invited to submit their offers/ rates/ quotations in Pak Rupee / PMT for providing the clearing & forwarding services as and when required.

8. ALLOCATION OF WORK TO CLEARING AGENT: -

a. TCP shall assign the work to the pre-qualified Clearing Agent in accordance with Public Procurement Rules, 2004, by calling quotations / tenders on vessel wise basis.

9. SECURITY DEPOSIT /BID MONEY / PERFORMANCE GUARANTEE (REFUNDABLE):-

a. The applicants short listed for Pre-qualification will be required to furnish Security Deposit of Rs. **1,000,000/- (Rupees one million only),** in the form of Demand Draft or Pay Order in Pak Rupees in favor of Trading Corporation of Pakistan (Pvt.) Limited.

b. The Security Deposited shall be furnished within 07 working days from the date of issuance of TCP's consent letter.

c. The said Security Deposit shall be treated as Bid Money at the time of quotations, invited by TCP on contract / vessel wise basis.

d. The said Bid Money/Security Deposit shall be treated as the Performance Guarantee upon award of contract.

10. RECOVERY OF LOSSES: -

a. In case of fault / negligence / conflict of interest found on the part of Clearing Agent, TCP can recover losses from Clearing Agent by en-cashing/forfeiture of Security Deposit in addition to lodging claims to recover the losses.

b. Besides recovery, TCP reserve the right to suspend/delist/blacklist the Clearing Agent.

11. SIGNING OF AGREEMENT:

a. In case of award of Pre-Qualification, the Clearing Agent will be required to sign the agreement with TCP and also submit the Integrity Pact **within three days of issuance of award letter,** where applicable. The format of Integrity Pact is attached as **Annexure-I** and the format of agreement is attached as **Annexure–III**.

b. The Clearing Agent shall be responsible to complete all documents, as notified from time to time.

c. Pre-qualification document, invitation for quotation and integrity pact shall be the integral part of the Agreement / contract.

12. VALIDITY PERIOD

a. This pre-qualification shall be valid for a period of one year, from the date of issuance of Letter of Consent which can be extended for further period based on satisfactory performance.

13. IDLING PERIOD

a. The pre-qualified Clearing Agents are required to participate in all the quotations, to be invited by TCP from time to time. Necessary intimation shall be sent to the pre-qualified clearing agents through E-mail/Post as well as through TCP's website.

b. Non-participation by the pre-qualified clearing agents in five invitations shall render the Clearing Agent as a Dormant Agent, which shall automatically be disqualified.

14. PERFORMA /CORPORATE INFORMATION (to be filled by the applicant)

No.	PARTICULARS
1	Full name of organization:
2	Type of Organization: i) Sole proprietorship ii) Firm iii) Company iv) Any other ----------
3	Name of shareholders /Directors / Partners, along with their CNIC No, and Number of shares. ----------
4	Full address of Principal and / or Registered office, along with Official telephone Number: ----------
5	Other Official Telephone numbers, if any,
6	Fax number:
7	E -mail address:
8	Website address (if any):
9	Registration in FBR. (Kindly provide a copy of the NTN Certificate)
10	GST Registration number: (Kindly provide a copy of the GST Certificate)
11	Associated Companies, if operated/hold by the Common Director(s) / owner(s) /Partners/ Management(s) / Operator(s). Please provide full details. ----------

No.	PARTICULARS
	---------- -------- ---------- -------- ---------- -------- ---------- -------- ---------- -------- ---------- --------
12	Please provide a copy of the most recent annual Report and Income Tax return together with a filing receipt.
13	Contact person within the organization to whom enquiries about this Tender document should be directed: i. Name:---------- ii. CNIC No.: ---------- iii. POSITION/ DESIGNATION ---------- iv. Official Telephone Number---------- v. Cellular Telephone Number---------- vi. Residential Telephone Number---------- vii. Fax Number---------- viii. E-Mail---------- ix. Residential Address---------- (please enclosed the authorization letter)

15. FINANCIAL INFORMATION

No	PARTICULARS
1	What is the name and branch of applicant's banker (who could provide a reference)? Name: ---------- Branch: ---------- Telephone Number: ---------- Postal Address: ---------- Contact Person Name: ---------- Contact Person's Position: ---------- Contact Person's E-mail: ----------
2	What is applicant's Credit Facility from Bank(s)?

No	PARTICULARS
3	Please provide the approved / attested balance sheet of last year

16. **Business Activities/Capacities**: -

Please provide the details of Traders / Importers / Exporters / Organizations / Banks / Insurance Companies, to whom the applicant is working as 'Pre-qualified' or utilizing the services of applicant frequently as Clearing Agent.

17. **Trade References: -**

Please provide details in the tabulated form of at least three (03) projects (other than TCP's Projects), undertake by the applicant during last ten years.

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded	Value of businesses transacted: (in Million Rupees)
1					
2					
3					
4					
5					
6					
7					
8					

18. **DECLARATION:**

I declare that, to the best of my knowledge, the answers submitted in this pre-qualification form and supporting documentation are correct. I understand that any misrepresentation will render me/my organization, ineligible to participate in any future business activities with TCP.

FORM COMPLETED BY	
Name	
Position (Job Title):	
Date:	
Telephone number:	
Email:	
Signature:	
Stamp/Seal	

ANNEXURE -I

INTEGRITY PACT

Declaration of fees, commissions and brokerage etc. payable by the Clearing Agent

[The Clearing Agent] hereby declares its intention not to obtain or induce 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 (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [The Clearing Agent] 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 GoP, except that which has been expressly declared pursuant hereto.

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

[The Clearing 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [The Clearing Agent] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Clearing Agent] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

ANNEX-II

DRAFT AGREEMENT

1. This Contact / Agreement is made at Karachi on ----------, between M/s. Trading Corporation of Pakistan (Pvt.) Ltd., 4th and 5th Floor, Block - B, Finance & Trade Center, Sharah-e-Faisal, Karachi (hereinafter referred to as '**TCP**' which expression shall include its successors and assigns of the one part) and M/s. ---------- (hereinafter referred to as '**Clearing & Forwarding Agent**' and/or '**Clearing Agent**' which expression shall include their legal representative and assign of the other part) for clearance of ---------- **MT** of imported Wheat / Urea/ Sugar etc, arriving per MV ---------- at ---------- Port, including documentation and other allied services, as required by the clearing agent for clearance of imported goods, clearance for supply of packing material for entry into the port premises, alongwith all other allied services, etc. Terms are detailed below:-

2. Whereas the **'TCP'** has accepted the offer of the **'Clearing Agent'** for clearance of ---------- **MT** of imported Wheat/Urea/sugar etc, arriving per MV ---------- at ----------Port, including documentation and other allied services, as required by the clearing agent for clearance of imported goods, clearance for supply of packing material for entry into the port premises, alongwith all other allied services on the following rates (The rates are quoted on the basis net metric tons including taxes, overtime and all other expenses of any other kind whatsoever)

IMPORT OF CARGO THROUGH BULK CONSIGNMENT(S)	
JOB DESCRIPTION	**RATES PMT NET IN PKR FOR WORK AT ----------PORT**
All the functions as mentioned in this agreement, as well as all the other functions, as required for clearance of imported consignment from all the concerned agencies, like Custom, Port Authorities, Terminal Operator, Quarantine, including clearance for supply of packing material for entry into the port premises, entry of trucks for dispatches of imported urea and other allied services, which are required for clearance of imported consignment and its smooth dispatches from the port promises, whatsoever.	**Rs. ---------- PMT** **(Pak Rupees---------- inclusive of all taxes)** **Rates are inclusive of all taxes on the services provided by the Clearing Agent.**

3. **COMMODITY:**

i. A quantity of about ---------- **MT** of Wheat/Urea/Sugar in bulk, ---------- (description of cargo), is being imported through vessel **MV** ---------- **(bulk/break bulk/ containerized shipment)**.

ii. Imported Wheat/Urea/Sugar to be filled in Polypropylene bags ('PP bags')/ Jute Bags

iii. Jute / Polypropylene bags ('PP bags') to be supplied from local market by the TCP's nominated Agency for filling of imported Wheat/Urea/Sugar etc.

4. **JOB DESCRIPTION:**

i. Upon receipt of ETA notices from TCP for arrival of specific vessel, the Clearing & Forwarding Agent required to coordinate with the concerned Shipping Agent, Stevedore, Surveyors, ultimate received (NFML) and other relevant agencies for immediate & smooth clearance of imported Wheat/Urea/Sugar.

ii. Clearing & Forwarding Agent shall coordinate arrange entrance of packing material i.e. Jute / Polypropylene bags ('PP bags') for filling of imported Wheat/Urea/Sugar.

iii. Clearing & Forwarding Agent shall be responsible to obtain the details of Import General Manifest (IGM) from Shipping Agent, for clearance purpose. In case of delay in receipt of IGM, Clearing & Forwarding Agent inform this delay to General Manager(D&POD) in writing as well as over telephone.

iv. Clearing & Forwarding Agent shall be responsible to collect relevant documents from TCP and submit the calculation sheet alongwith copies of relevant rules, orders SROs and other instructions with the request for Pay Orders in favour of relevant agencies.

v. Clearing & Forwarding Agent shall depute a representative in TCP, while processing the pay order requisition, so as in case of any confusion / interpretation of SRO, he may brief the same to relevant officials. Representative should have sufficient experience to deal with the clearing jobs and must have the relevant information about prevailing rules and procedure.

vi. Upon receipt of original pay order for payment of duties and taxes from TCP, Clearing & Forwarding Agent shall deposit the same to relevant agencies against proper receipt and arrange clearing of imported consignment well before commencement of its discharge.

vii. Clearing & Forwarding Agent shall arrange all clearing & forwarding formalities, clearance of cargo / consignment by Customs and Port Authorities. If required, arrange the Plant Protection (Quarantine) inspection for clearance of the cargo. Including obtain the delivery order from Shipping Agency.

viii. Clearing & Forwarding Agent shall arrange wharfage & weighment formalities.

ix. Clearing & Forwarding Agent shall fulfill the formalities of payment of demurrage charges.

x. Clearing & Forwarding Agent shall arrange entrance of trucks for despatch of imported Wheat/Urea/Sugar from seaports.

xi. Clearing & Forwarding Agent shall depute representative at loading and despatch points at seaports to monitor dispatches of the Wheat/Urea/Sugar.

xii. Clearing & Forwarding Agent shall keep party-wise / truck-wise / date-wise account of dispatches of Wheat/Urea/Sugar.

xiii. In case of excess Wheat/Urea/Sugar declared at any stage, Clearing & Forwarding Agent shall arrange its clearance. In this case, Clearing & Forwarding Agent will submit the requisition for pay order for duties and taxes to TCP within 24 hours upon declaration of excess Wheat/Urea/Sugar.

xiv. Clearing & Forwarding Agent shall arrange clearance for removal balance packing material, if required during or after completion of discharge.

xv. Clearing & Forwarding Agent shall submit daily discharge and despatch report in writing through fax on 021-99202722 and through email on emraan500@gmail.com and sheerazocp@gmail.com by 09:00am

xvi. Clearing & Forwarding Agent shall also arrange any other formality and operation, if required to handle the operation smoothly.

xvii. Clearing & Forwarding Agent shall obey any other instructions / directives if given in writing by the General Manager(D&POD), TCP.

xviii. Clearing Agent shall arrange the removal balance packing material, if required during or after completion of discharge.

xix. Clearing Agent also arrange any other formality and operation, if required to handle the operation smoothly.

5. GENERAL CONDITION: -

i. All the duties, taxes fees and other levies of Federal/Provincial Government of Local Bodies or any other Government agency on the cargo shall be paid by the TCP in advance. Any payment if made by the Clearing & Forwarding Agent shall not be reimbursed under any circumstances.

ii. All the duties, taxes, fees and other levies of Federal/Provincial Government or Local Bodies or any other Government agency, on the services, will be borne and paid by the Clearing & Forwarding Agent. Any claim in this respect shall not be entertained by TCP.

iii. Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of Clearing & Forwarding Agent and such claim shall not be entertained by TCP.

iv. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Clearing & Forwarding Agent for operation/ performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Clearing & Forwarding Agent. TCP shall, in no way, be responsible for any compensation in this connection and in respect of any third party claim.

v. The Invitation for Bids ('IFB'), tender document alongwith its terms & conditions, bid / offer submitted by the Clearing & Forwarding Agent against the tender and any other correspondence, before award of the tender shall be treated as an integral part of this agreement.

vi. All the information / document provided by the Clearing & Forwarding Agent are legally binding and should the need arise, may be used as evidence in any court of law, which has the jurisdiction.

6. CANCELLATION OF CONTRACT: -

The Contract may be cancelled by the TCP for breach of any provision(s) of the agreement by the Clearing & Forwarding Agent, besides imposing the penalty as deemed appropriate by the Competent Authority.

7. PENALTY:

The clearing agent shall be held responsible for all losses/consequences suffered by TCP , in case of: -

i. Delay in submission of pay order requisition.

ii. Submission of defected pay order requisition.

iii. Delay in clearance of imported Wheat/Urea/Sugar.

iv. Delay in entrance of packing material in the port.

v. Delay in release of loaded trucks from port.

vi. TCP reserve rights to recover its losses from bill of Clearing & Forwarding Agent, Performance Guarantee / Security Deposit.

vii. In case of losses suffered by TCP are more than the amount of bill, Performance Guarantee /Security Deposit, TCP may lodge claim against Clearing & Forwarding Agent for recovery of Balance amount.

viii. Besides penalty, TCP can take any appropriate action, which may include the Suspension/Blacklisting of the firm in accordance Corporations policy.

8. ARBITRATION: -

i. In the event of any dispute, the decision of the Chairman, Trading Corporation of Pakistan, Karachi or his nominee shall be final and binding on both the parties i.e. Clearing & Forwarding Agent and TCP.

9. PAYMENT:

a. Invoice for 100% of bill as per agreed rate (including all applicable taxes).
b. Sindh Sales tax (SST) and Income Tax shall be deductable and applicable as per law.

c. Acknowledgement of Wharfage in original along with its copy.
d. Income Tax Challan in original along with its copy.
e. Excise & Taxation in original along with its copy.
f. Goods Deceleration in original along with its copy.
g. Delivery Order in original along with its copy.
h. Despatch Summary (in the shape of statement on letterhead).
i. Copy of Bills of Lading.
j. Copy of Commercial Invoice.
k. Copy of National Tax Certificate.
l. Copy of Profession Tax.
m. Copy of signed agreement.
n. Copy of allocation letter for specific vessel.
o. Copy of Pay Order (issued by TCP for release of cargo).
p. Copy of despatch report for the cargo dispatched till date.
q. Any other document(s) if required by TCP.

Signature	*Signature*
Clearing Agent	TCP