TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTERY OF COMMERCE

No.TCP/MA&TD/Wheat/22-3/2022

July 07, 2022

INTERNATIONAL TENDER FOR IMPORT OF 300,000 MT WHEAT WITH ± 5% MOLSO (INVITATION FOR BIDS)

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 sealed bids from the International Wheat Suppliers for supply of **300,000 MT (Three Hundred Thousand metric tons) with ± 5% MOLSO** Wheat directly or through their local offices or representatives (registered with provincial/federal tax authorities) having capacity to supply 'Wheat' (in bulk) through worldwide sources in bulk shipment on **CFR Karachi basis through L/C at Sight and CFR Karachi basis through L/C at 90 days deferred payment, shipments are to be made between 1st August to 25th August, 2022,** as per shipment schedule given in the Tender Document and subject to the terms and conditions specified in 'Tender Document', which include the following:

(i) Wheat to be supplied shall be strictly in accordance with the standards and specifications prescribed in the tender document and Import Policy Order in force;
(ii) Bids less than the quantity of 100,000 MT with +/- 5% MOLSO will not be accepted; and
(iii) Total quantity of Wheat must reach the designated ports in Pakistan in accordance with the shipment schedule given in the Tender Document.

2. 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 Sunday), till 1000 hours on July 18, 2022 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
(iii) Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street 2, PHAF Residencia, Kurri Road, Islamabad (Tel: 051-9450441- 42)

3. 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-2 above.

4. 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 July 18, 2022, latest by 1030 hours PST. Bids will be opened on the same day at 1100 hours in the TCP's Board Room, in presence of the bidders or their authorized representatives who may wish to be present.

5. 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 against which 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.

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

(QADEER AHMED BHUTTO)
GENERAL MANAGER (MA & TD)

Trading Corporation of Pakistan (Pvt.) Limited
4th & 5th Floor, Block B, Finance & Trade Centre,
Shahrea Faisal, Karachi. 75530
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www : tcp.gov.pk
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Email : tcp@tcp.gov.pk

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/MA&TD/Wheat/22-3/2022

July 07, 2022

INTERNATIONAL TENDER FOR PURCHASE OF 300,000 MT (THREE HUNDRED THOUSAND METRIC TONS) WITH +/- 5% MOLSO WHEAT (CFR BASIS) OF THE LATEST CROP TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Government of Pakistan, Karachi invites bids for import of 300,000 MT (Three Hundred Thousand Metric Tons) with +/- 5% MOLSO Wheat of latest crop in bulk into Pakistan as per terms and conditions prescribed by TCP, shipment is to be made in 1st August to 25th August, 2022, as per shipment schedule given at Clause-16.

2. A. GENERAL:

Milling wheat of the latest crop. Wheat shall be dried, mature grains of normal size, colour and shape. It must be clean, wholesome and free from obnoxious smell, discoloration, admixture of deleterious substances including toxic weed seed and other impurities except to the extent indicated in the specification. It should be free from all living insects and diseases and `quarantine pests and meet the IPPC and DPP Pakistan requirements for import. The bidders may submit their bids along with the technical specification of their wheat, to be in conformity with the following specification of Ministry of National Food Security & Research.

B. SPECIFICATIONS:

Sr #	Factor	Standard	Method of Testing
1.	Milling Wheat of Current Crop		
2.	Test Weight	76 Kg /HL. Min.	ISO 7971-2 1995
3.	Shrunken, broken kernels	5.0% Max.	ISO 7970:2000
4.	Damage Grains (including insects, fungus, heat and sprout damaged).	5.0% Max	ISO 7970-2000 (B)
5.	Moisture Content	14.5% max.	AACC44-15A
6.	Foreign Matter	1% Max. (inorganic not exceeding 0.1%)	ISO 7970-2000 (B)
7.	Wet Gluten (Whole Meal Flour)	23% Min.	AACC method 38-12 calculated at 12% moisture level basis
8.	Protein content (whole Meal Flour)	10% Min.	AACC46-12
9.	Falling Number (whole Meal Flour)	250 sec. Min.	AACC method 56-81 B,2000
10.	Colour	Original colour, shape and texture	Visual
11.	Aflatoxins	Less than 30 ppb.	AOAC method 2001-06
12.	Deoxynivalenol (DON) toxin	Less than 1000 ppb.	---
13.	Human Consumption	Used for eating purpose in the country of Origin & fit for human consumption purpose in the country of origin.	---
14.	Quarantine	Should meet Pakistan quarantine requirements as per IPPC standard (Annex-I or Annex-II).	---
15.	Dioxins	Free of Dioxins.	---
16.	Live insects, pests	Free from live stored grain insects, pests and their larvae.	---

Sr #	Factor	Standard	Method of Testing
17.	Rodent Residues	Substantially free from Rodent Residues.	Visual.
18.	*GMO	Not genetically modified	---
19.	Heavy Metals	Within WHO permissible limits	---
20.	Pesticides	Pesticide residue within Codex Alimentarius Limits.	---
21.	Other Requirements	i) Free from Tilletia indica and Tilletia Walker certification to be based on lab, test at load port ii) Substantially free from ergot, smut, fungus, Eurygaster and striga weed, poisonous weed seeds and rodent residues. iii) Crop: Latest crop. iv) Fumigated with phosphine at or immediately prior to loading at rate of 3 gms of phosphine active ingredient per cubic meter volume of wheat grain or as prescribed under law of country of origin, re-circulated and dust retained. v) Radioactivity within WHO permissible limits.	---

*A certificate from a Government Agency or a Government Authorized Agency stating that:-

"There are no transgenic wheat varieties for sale or in commercial production in (Name of Country) at this time".

NOTE:

(a) Wheat to be officially certified at the time and place of loading aboard vessel(s), free of live weevils and other insects injurious to stored grains.

(b) The seller shall arrange to furnish a valid phytosanitary certificate (PSC) in conformity with the accepted international convention, issued by the concerned NPPO for each shipment. Such certificate may also be issued by the NPPO on the basis of inspection done by an agency accredited to the said NPPO. Consignment on the basis of the prescribed sampling and inspection procedures is also to be ensured.

(c) The Wheat should be substantially free / free from the following quarantine pests, as per import permit issued by Department of Plant Protection:

i) Karnal Bunt: Tilletia Indica, Tilletia Walker;

ii) Bacterial Wilt;

iii) Glume rot;

iv) Loose Smut;

v) Ergot;

vi) Smut;

vii) Eurygaster;

viii) Striga weed; and

ix) Ear cockle.

C. INSPECTION & SAMPLING PROCEDURE:

i) Inspection of the wheat grain shall be carried out prior to loading on to the vessel by an authorized officer or accredited agency of the National Plant Protection Organization (NPPO) of the exporting country. Such inspection shall be carried out as per the guidelines prescribedunderISPM-12(Guidelines for Phytosanitary Certificates-IPPC) to ensure that the wheat grain shipped to Pakistan has less than the prescribed limit of quarantine pests/

weeds specified in the tender. The following scale of statistically valid sampling program should be applied to the entire shipment during loading.

ii) A sample of one kilogram of wheat should be drawn for every 20 Metric Tons of wheat grain loaded on to the vessel from the export lot of wheat grain and the entire quality would be subjected to inspection to ensure that it is within the specified limit of quarantine pests and weeds. The sampling should be carried out either through a slotted grain sampler on nobbe sampler if it is bagged cargo or through an automatic sampling system attached to a grain elevator, which samples the grain at periodical materials. The frequency of sampling and the size of samples will be set as indicated above. Alternatively, the samples may be drawn using deep bin probes (thermo sampler) from the ship holds/ grain bins. Alternatively, the exporting country may adopt GAFTA sampling rules No.124 or any other appropriate statistical sampling intensity so as to give 95% confidence for detecting the prescribed tolerance levels for the quarantine pests and weeds specified in the tender. The samples shall be inspected by an authorized officer of the NPPO or the accredited agency of the exporting country for grain contaminants such as bunt balls, ergots, grain weevil and weed seeds. For this purpose the samples have to be inspected visually to detect bunt balls, ergots, weevil grain and weed seeds. If presence of any quarantine pests or weeds is detected above the limit specified in this tender, the officer of the NPPO/Agency should stop loading the wheat grain, In case any bunted grain are noticed the same shall be subjected to microscopic examination to characterize the species. The phytosanitary certificate for ergot, dwarf bunt, granary weevil and quarantine weeds may be issued on such sampling and inspection system.

iii) The cargo should be fumigated with Phosphine (i) prior to loading or after loading at the rate of 3 gms of phosphine active ingredient per cubic meter volume of wheat grain, to be retained for 21 days or (ii) In case of transit fumigation ship holds should have provision for forced recirculation of phosphine fumigation at the dose rate of 3gms per cubic meter or (iii) fumigated as prescribed under law of country of origin and recirculated and dust retained.

iv) The seller shall furnish with the consignment (s) a certificate from a competent internationally accredited laboratory indicating:

a) The actual values of quality specifications of the shipments and not payable price based on these specifications.

b) The residues of none of the pesticides listed in Annexure-IB exceeds the MRLs indicated therein:

c) The residues of pesticides other than listed in Annexure-IB, if present, do not exceed the Codex MRLs for that pesticide(s), and in such cases shall indicate the method(s) used for estimation.

v) The seller, through its Local Agent, shall also submit representative laboratory sample (about 1 kg weight) of the shipment duly sealed and attested by Pre-shipment Inspection Agency to TCP for counter analysis in ISO 17025 accredited laboratory in Pakistan, if required.

3. **QUANTITY:**

a. **300,000 MT (Three Hundred Thousand) Metric Tons +/- 5% MOLSO Wheat is required, shipment is to be made between 1st August to 25th August, 2022, as per shipment schedule given at Clause-16.**

b. Bid shall be made for a minimum quantity of 100,000 MT with +/- 5% MOLSO.

c. TCP reserves the right to purchase either more or less than the advertised quantity and/or the quantity offered in the bid.

d. Part shipment is allowed as per clause-16(i).

4. **METHOD OF PROCUREMENT:**

Single Stage – One Envelope.

5. CLARIFICATION / REJECTION OF BIDS:

i. BASIS OF OFFERS/PRICE:

a. Price shall be quoted in US Dollars PMT CFR Karachi Port/Bin Qasim Port (through L/C at Sight) as per Bid Form (**ANNEXURE-I**). Afloat Cargo and Containerized Shipment(s) are not allowed.

AND

b. Price shall be quoted in US Dollars PMT CFR Karachi Port/Bin Qasim Port (through L/C at 90 days deferred payment) as per Bid Form (**ANNEXURE-I**). Afloat Cargo and Containerized Shipment(s) are not allowed.

ii. SUBMISSION OF BIDS:

a. The bid documents can be purchased from designated offices (except Sunday) / downloaded from the website of TCP till **1000 hours on July 18, 2022**. **Interested foreign suppliers** 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, Shahrah-e-Faisal, Karachi on **July 18, 2022, latest by 1030 hours.** Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered. The bids received will be **opened on July 18, 2022 at 1100 hours (thirty minutes after deadline for submission of bid)** in the TCP Board Room in presence of bidders or their authorized representatives who may wish to be present.

b. The bidders are required to furnish the following documents along with their bids:

i. Name and address of the firm with telephone and fax numbers and e-mail address **(Principal Supplier)**.

ii. Certificate of membership of concerned recognized trade association or chamber as the case may be **(Principal Supplier)**.

iii. Company's profile and Name of Directors/Partners/Proprietor **(Principal Supplier)**.

iv. Name and address of Local Representative with telephone and fax numbers e-mail address, CNIC & NTN.

v. Proof of registration with tax authorities **(Local Representative)**.

vi. An **Affidavit on stamp paper of PKR 100/-** to the effect that either the principal supplier/company or his local representative had never been black listed by TCP or any Government department/autonomous body **(Annex-X)**.

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

viii. Financial status report about its financial standing and business integrity by the party's bank on its letter head **(Principal Supplier)**.

ix. Copy of the agreement signed between the principal and the Local Representative. The foreign based manufacturer can participate through a local representative by providing copy of such agreement as mentioned above.

c. All bids must be submitted on the prescribed proforma given at **ANNEXURE-I** along with original receipt of Rs.2000/- on account of purchase of tender documents in the name of Bidder or his authorized Local Representative or Pay Order/Bank Draft in favor of TCP for the equivalent amount.

d. The tender documents can also be downloaded from official websites of TCP www.tcp.gov.pk and PPRA www.ppra.org.pk. However, in such case, cash receipt from

TCP Cash Section or a Pay Order/Demand Draft for Rs.2,000 (Rupees Two Thousand Only) in favor of Trading Corporation of Pakistan, Karachi must be submitted along-with the bid.

e. Bids must be submitted through Bidder's representative and must accompany Bidder's (Principal's) authority letter in original on his letter head (or fax, to be replaced by original) duly signed and stamped, as per the attached Performa **(ANNEXURE-III)**, a copy of which shall be sent to G.M. (MA&TD). TCP also directly by the Bidder through fax (before opening of bids) as well as courier.

f. The Bidder shall undertake in writing **(ANNEXURE-IV)** along with the Bid that he shall supply wheat free from Tilletia Indica/ Tilletia Walker and also undertake that they shall not source the wheat from the areas/regions of the country of origin where presence of Tilletia Indica/Tilletia Walker is notified or suspected.

g. The local representative of the bidder will be authorized to obtain tender documents, submit offers, negotiate and sign contracts and other documents on behalf of principal bidder. In case of litigation and/or arbitration between TCP & principal bidder, summons or any other legal process served on the Local Representative shall be admitted and held as valid as if served upon the principal bidder.

h. The Buyer reserves the right to bifurcate the quantity.

i. The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the Bid(s) or bifurcate or increase/decrease the tender quantity as per PPR-2004.

j. Letter(s) of Acceptance/award will be issued by fax as well as by courier to the successful Bidder(s) and/or his/their representative(s) in Pakistan within the validity of offer.

k. The interested parties who have not fulfilled any of their existing or previous contractual obligation 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, the suppliers against whom black listing process has been initiated or they have been black listed by TCP or any other Government department/autonomous body are not eligible to participate.

6. BLACKLISTING:

All the papers/documents and the information furnished by the Principal Supplier and / or its Local Agent along with the bid and/or during the contract / tender execution must be 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 Principal Supplier and/or its Local Agent will be liable to blacklisting attracted under TCP's Public Notice No.1 of 2010 dated September 03, 2010, and encashment/forfeiture of any Security submitted to TCP under existing or any other tender/contract. Besides other action that the corporation might deem fit to take. The **affidavit on stamp paper of PKR 100/-** (for local received bids) and/or an **Undertaking on Relevant Country Legal Document** (for international received bids) must be submitted along with the bid, on the prescribed proforma given at **Annexure-II** of Tender Terms.

7. BID EVALUATION CRITERIA:

Bid shall be evaluated solely on price and delivery schedule basis subject to their conformity with terms and conditions of tender documents and contracts would be awarded accordingly.

8. COUNTRY OF ORIGIN:

a) "Country of Origin of Wheat offered should be specifically mentioned in the Bid Form **ANNEXURE-I**. Bidder will give a certificate confirming the availability of stock".

b) The cargo (wheat) should not be originated from Israel or any other banned country.

c) If a bidders opt for origins that come under War Zone or origins that fall under any sort of international sanctions, then the same bidder has to bid on multiple origins to substitute the origins under war zone or origins that fall under sanctions.

9. VALIDITY OF BID(S):

Offers should be valid for **Eighty (80) hours** from submission of bids.

10. BID SECURITY:

a. Bid shall be accompanied by an original Bid Bond equivalent to **TWO percent (2%) of the CFR value,** in the form of a Demand Draft or Pay Order in US Dollars or in the form of Bank Guarantee (on prescribed form as at **ANNEXURE-V**) in US Dollars. The amount of bid security equivalent to Two Percent (2%) of the CFR Value of the bid can also be remitted to TCP's foreign currency account No.PK93SIND0003321163612500 in US Dollars (Title: Trading Corporation of Pakistan (Pvt.) Limited in the Sindh Bank Limited, Karachi Administration Society Branch, Plot No.SA/90, Block 08, KACHS, Near Sitara Bakery, Karachi with a credit advice from the Sindh Bank to TCP (General Manager, MA&TD) on or before the date of opening of the tender.

b. The bid security must be verifiable and en-cashable at the counter of issuing (in case Bid Security is issued by local banks) and verifiable and cashable at the counter of local confirming bank (in case Bid Security is issued by foreign bank) in Pakistan. TCP has right to request the confirmation and cashability from the confirming bank in writing at the time of bid evaluation.

c. Bid Security of the unsuccessful Bidder(s), including those Bid(s) which is/are not accepted for any reason, will be returned to them within ten working days of award of the tender

d. **The Performance Guarantee shall be furnished within Five (05) working days from the award of contract.** However, the bid Security **(refer clause-10(a) & 10(b) hereafter)** of the successful bidder(s) would be considered as Performance Guarantee till submission of required Performance Guarantee within the stipulated period i.e. **05** (Five) working days (refer Clause-12).

11. DOCUMENTS CONSTITUTING CONTRACT:

The IFB (Invitation for Bids), the Terms & Conditions of Tender, the Letter of Acceptance/Award issued by the Buyer and Integrity Pact shall constitute the Contract between the Buyer and the Seller. Seller would be required to sign "Integrity Pact" immediately on award of contract as per the format at **ANNEXURE-VI**. The contract will be valid till successful delivery of the goods and settlement of TCP claims by the supplier.

12. PERFORMANCE GUARANTEE:

a. Successful bidder will be required to furnish a Performance Guarantee, for due and satisfactory performance of the contract, equal to **Five percent (5%)** of the value of the contracted goods **(including +5% of MOLSO)** within **FIVE (05) working days** from award of contract, in the form of a Bank Guarantee from a Prime Bank to be furnished in the prescribed form **(ANNEXURE-VII)** in favour of Trading Corporation of Pakistan (Pvt.) Limited or in the form of a (Demand Draft) or (Pay Order) in US dollars. The amount can also be remitted to TCP's foreign currency account No.PK93SIND0003321163612500 in US Dollars (Title: Trading Corporation of Pakistan (Pvt.) Limited in the Sindh Bank Limited, Karachi Administration Society Branch, Plot No.SA/90, Block 08, KACHS, Near Sitara Bakery, Karachi with a credit advice from the Sindh Bank to TCP (General Manager, MA&TD).

b. The bidder(s) is required to furnish integrity pact in the prescribed form **(ANNEXURE-VI)** along with the bid on letter head of the seller. The successful bidder(s) shall furnish L/C related information within **FIVE (05) working days** of the issuance of the award letter.

c. Satisfactory performance of the contract includes delivery of goods strictly according to the contract within the stipulated period of delivery at any port in Pakistan as designated by TCP and settlement of any/all claims under this contract/tender by both the supplier and buyer.

d. Information required for opening of L/C will be furnished by the seller (e.g. name of Advising Bank and/or negotiating Bank with complete address and port of loading) within **FOUR** working days after award of the tender or else if the delay is on the seller / suppliers part then the such delay shall be on seller's account and the date of shipment will be calculated from date of award instead of date of opening of L/C.

e. Bid Security of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required performance guarantee and/or information as per Clause-12(a) to (d) above.

13. FORFEITURE/RELEASE OF PERFORMANCE GUARANTEE:

a. The Buyer shall forfeit/encash the Performance Guarantee if the Seller:

i) Fails to supply the goods within the specified period.

ii) Commits any breach of contract (refer Clause-11) or fails to fulfill any terms or conditions of the contract (refer Clause-11).

iii) If any earlier default / breach of contract is existing.

b. The Performance Guarantee will be released to the suppliers on successful and satisfactory execution of the contract (refer Clause-11). No claim shall lie against the Buyer in respect of interest on Performance Guarantee regardless of the time of its release.

c. The supplier will be required to submit "No Claim Certificate" in respect of the relevant tender/contract (refer clause-12c).

14. LETTER OF CREDIT (DOCUMENTARY CREDIT):

a. The Buyer shall establish in favour of the Seller an irrevocable Letter of Credit in US Dollars or any other acceptable currency under applicable UCP guidelines (conversion rate of State Bank of Pakistan (Weighted Average Customer Exchange Rates of last working day) to apply for conversion of a bid in USD to another international currency at time of opening of L/C) for 105% of the value of contracted quantity through a scheduled bank in Pakistan after receipt of required Performance Guarantee along with the complete information required for opening of LC from the Seller. If Weighted Average Customer Exchange Rates of last working day is not available for that specific currency, then closing inter-bank rate of last working day as per treasury of LC Opening Bank shall apply. The selection of L/C opening / issuing bank will be sole discretion of TCP and supplier must fulfill the requirements of L/C opening / issuing bank including compliance requirements for the purpose of L/C opening. The delay in furnishing the L/C information will be on sellers' account. L/C details must include information as at **Annex-VIII**.

b. For any delays in L/C opening from buyer due to war zone and / or sanctions on the origins / ports / shippers / entities / individuals, there will be no relaxation provided to the supplier(s) in shipment schedule.

15. PRE-SHIPMENT INSPECTION AND CERTIFICATION:

a) The Buyer will appoint a pre-shipment agency of international repute after approval thereof from Ministry of Commerce. The cost of inspection, sampling, testing etc. and PSIA fee shall be borne by the seller.

b) The PSIA will be responsible for inspection of cargo at all three stages i.e. pre-loading, under loading and during unloading/discharging of cargo at discharge port(s). Copies of all such pre-shipment inspections Reports shall be communicated to TCP immediately after issuing by the PSIA.

c) The Seller shall, on receipt of letter of credit from the Buyer, offer to the Buyer's nominated PSIA the stocks as per shipment schedule and also shall ensure PSIA's accessibility to the stocks for inspection, sampling, testing, etc.

d) The PSIA shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the international trade practice, during loading of cargo tendered by the Seller for shipment.

e) The official testing agencies of the country of origin are required to conduct tests for all the factors of specifications. In case they do not conduct tests of all the factors of specifications, such factors of specifications shall be tested by PSIA through internationally recognized testing laboratory(s).

f) The PSIA shall accept the offered wheat, if it is without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter.

g) The offered wheat shall be rejected if it does not meet any specification and/or prescribed condition of the tender.

h) The vessel shall be allowed to sail after:-

   i. Proper fumigation of cargo in each hold of the vessel with phosphene @ 3 gms of phosphene active ingredient per cubic meter volume, re-circulated and dust retained or as prescribed under law of country of origin.

   ii. Proper airtight sealing of the covers of the holds/hatches of the vessel.

i) The certificate for phytosanitary and quarantine at load port issued by government agency of the origin shall be final and binding with no inspection to testing at discharge port. However, the buyer reserves the right to send its representative as observer/witness at load port for which arrangements shall be made by the seller as and when such officers are sent for that purpose.

j) PSIA is required to test the sample of the cargo at discharge port for same parameters / specification with alternate/available testing methods in Pakistan and will provide the test report to TCP for comparison of variation (if any) between the test report at load port and discharge port.

k) The PSIA shall ensure compliance to Pakistan's Phytosanitary Import requirements at the port of loading.

l) The PSIA / Supplier shall ensure that the requirements of the Import Permit issued to TCP by DPP Pakistan (copy of which shall be provided to the successful bidder/nominated PSIA) must be complied/met.

m) PSIA shall also be responsible for supervision of unloading of cargo and lab testing at discharge port. Copies of test results shall be immediately sent to TCP.

n) Detailed Responsibilities and Procedure for PSIA are at **Annex-IX**.

16. SHIPMENT SCHEDULE:

i) The seller would be required to ship total awarded quantity in such a way that the Sailing Advices are issued within shipment period as per following schedule:

SR.#	SHIPMENT PERIOD	SHIPMENTS TO BE MADE
1.	1st to 8th August, 2022	Minimum 100,000 MT (+/- 5% MOLSO)
2.	10th to 17th August, 2022	Minimum 100,000 MT (+/- 5% MOLSO)
3.	19th to 25th August, 2022	Minimum 100,000 MT (+/- 5% MOLSO)
	TOTAL	**300,000 MT (+/- 5% MOLSO)**

ii) The shipments shall be made in such a way that the whole awarded quantity must arrive in Pakistan by **20th September, 2022**.

iii) Shipment Period allocation shall be made in a way that first right be given to the lowest bidder and then in sequence to those who match the prices. However, in case of some dispute/non agreement, TCP would reserve the right to intervene and the decision of TCP would be final.

iv) Any shipment beyond the shipment schedule at sr.(i) & (ii) above, shall be subject to tender terms and conditions including penalties under clause No.17, 27, and 28, as the case may be. However, in case of delay in LC opening the same shall be dealt accordingly.

v) Buyer has the right to change / revise the shipments schedule according to the awarded quantity and port availability / situation etc., at the time of issuing the Award Letter or within laycan time.

vi) In case L/C is delayed due to any fault of suppliers, the corresponding delay caused in shipment, if any, would be on sellers' account and subject to penalty(s) under tender terms and conditions.

vii) For the purpose of determining shipment date, the "Sailing Advice" shall be used as source document.

viii) Shipment meant from one to another load ports shall not be considered as shipment(s) to TCP, instead the shipment meant for final destination/discharge port shall only be considered as shipments to TCP.

17. **LATE SHIPMENT PENALTY:**

If the goods are not shipped within the contracted period, the Buyers will accept late shipment for a maximum period of **Five (05)** days subject to payment by the sellers of penalty @US$ 0.25 per metric ton per day. Any further extension will be at the sole discretion of buyer at seller's risk and cost to be determined by TCP. Late shipment penalty should be counted from the date of shipment as mentioned in the sailing advice(s).

18. **NOMINATION AND AGE OF VESSEL:**

a. The seller shall ensure that the goods are shipped on a geared or gearless vessel. Class of nominated vessel(s) must not be lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The vessel shall not be over fifteen (15) years of age. A vessel over 15 years of age but not exceeding twenty five (25) years would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertisement schedule should be dated prior to the date of shipment. In the event of vessel being over 15 years, Seller should pay overage insurance premium as per Lloyds of London scale or to be adjusted from the L/C, directly by the bank, at actual, as per Insurance Company invoice.

b. The seller will prefer to engage PNSC carrier for supply of wheat to TCP.

19. **TERMS OF SHIPMENT ON CFR KARACHI BASIS:**

i. Shipment from country of origin to prescribed Pakistan ports directly.

ii. The cargo to be discharged at the average rate of **Four Thousand Five Hundred (4,500) MT** at prescribed discharge Port, per weather working day (PWWD) of twenty four (24) consecutive hours based on minimum number of five (05) holds, w.e.f. Notice of Readiness (NOR). **Sundays and holidays excluded (SHEX) even if used**. Time from noon Saturday or 1700 hours on a day preceding a legal or port holiday until 0800 hours next working day not to count even if used. If detained longer, receiver to pay demurrage at the rate of **USD Thirty Thousand (30,000) PWWD** and proportionate of any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half of the demurrage rate for working time saved. Lay time at discharge port shall commence twenty four (24) hours after the Notice of Readiness has been received in writing, in original, in the office of the Receiver during office hours (0900 hours to 1700 hours) from Monday to Friday. NOR through any other mode shall not be accepted.

iii. The vessel to allow work at all times of day or night. The ship owner to guarantee gears tested not more than six months prior to readiness.

iv. The vessel to supply, free of expense to the Receiver, gears and grabs, winches if available, lights for night work, potable water and electricity for stevedores free of expense.

v. Seller shall advise G.M. (D&POD), TCP by email address: sheerazocp@gmail.com and sacibanaccer@gmail.com and by fax no. **(0092-21) 99202722, 99202595** and the buyer's nominated insurance company about sailing of the ship from the load port, the quantity of cargo loaded, name of the ship and address of the Local Representative of vessel and ETA Karachi ports with in twenty four (24) hours of sailing of vessel to Pakistan.

vi. Laycan would be finalized in consultation with TCP and the period in this regard must be observed strictly to avoid congestion at the discharge port(s).

vii. Trans-shipment not allowed. Shipment from third country ports acceptable. Vessel to come straight from load port to prescribed discharge port directly without calling on any port except for bunkering, necessary supplies, etc.

viii. Vessel not to load any other cargo including wheat of any other TCP's tender.

ix. The cargo prohibited to be loaded in the deep tanks.

x. Damage, if any, to the vessel during course of discharge to be settled directly between Shipowner and the other party(s) without involving the Buyer.

xi. Buyers nominated agent to be appointed by the Sellers/Owners paying customary agency fee together with port charges/vessel expenses at discharge port.

xii. The Sellers will invariably send, by courier and through e-mail the charter party immediately on signing / nomination of vessel (s) to GM (D&POD).

xiii. Delivery of cargo to be allowed against indemnity bond of P & I Club on Buyer's letter head in lieu of original Bill(s) of Lading.

xiv. The Buyer shall get wheat and/or vessel hold/hatches fumigated according to the requirements of DPP Pakistan, at seller's expense, if any sort of infestation is found at the discharge/load port. Time so consumed shall not be counted towards laytime. Besides all Boat charges in respect of DPP formalities shall also be on seller's account.

xv. The Tally Room of the vessel shall be accessible to the Buyer and his surveyor as well as his Handling Agent.

xvi. The vessels carrying the goods shall not be owned, chartered, leased, or operated by Israel/ any other banned country or by nationals or residents of Israel/ any other banned country, and shall not be of Israeli/any other banned country.

xvii. The Bill(s) of Lading shall be issued by a person authorized by the Shipowner/Master of the vessel. Any other bill(s) of lading will be considered null and void. Stale Bill of Lading and Third Party Bill of Lading not acceptable.

xviii. The Buyer shall not be bound by the charter party if it is at variance with the terms of the contract between the Buyer and the Seller. In such case, the terms & conditions of tender/contract between Buyer and Seller shall prevail.

xix. Vessel's overall length and maximum draft on arrival at Pakistan would be as per requirement of respective discharge port which will be the responsibility of the Shipowner.

xx. All taxes or levies on goods in Seller's country shall be on Seller's account while those in Buyer's country shall be for Buyer's account. Port levies, if any, on Shipowner's account.

xxi. Geared and Non-geared vessels are acceptable. The Geared vessels without double hatches/twin hatches are acceptable. The vessel should have minimum number of 05 holds and 04 gears / cranes with the minimum capacity of 25 MT.

xxii. The Seller will arrange ocean transportation through one or more bulk carrier vessels for awards made on the basis of minimum lot or for the contracted quantity. Shipment(s) shall be on CFR Karachi basis.

xxiii. Seller must notify the Buyer promptly of vessel nomination. The Seller shall indicate and submit to the Buyer, upon nomination, the vessel's name, flag, age, P &I valid membership, ISM certificate, classifications society and registry certificate, number of hatches/holds, number and capacity of derricks/gears, name of vessel agent at discharge port and expected time of arrival at discharge port.

xxiv The Seller/Shipowner to guarantee that cargoes carried by the vessel on its last three (3) voyages prior to the voyage in question were non toxic.

xxv. The Seller or his Representative in Pakistan will be required to coordinate with the Buyer for all matters relating to shipment(s) of commodity and will keep Buyer informed by fax about vessel's position and daily status of loading operations.

xxvi. Seller to provide Buyer **ten (10) and seven (7)** days pre-advice of vessel's ETA at discharge port. Buyers will nominate discharge port 48 hours before arrival of the vessel.

xxvii. Substitute of performing vessel to be accepted by the Buyer, provided that the substitute vessel's ETA at discharge port is not later than that of the originally nominated vessel.

xxviii. At port of discharge, vessels to be in free pratique on arrival. Lay time will not commence till clearance and vessel comes in free pratique.

xxix Discharging at one or two safe berths of either prescribed discharge port with cost and shifting time on Shipowner's account, even if vessel is under demurrage. Shifting time from berth to multiple berths at the same port and shifting time from outer anchorage to berth will not be counted towards lay time. Time use as a consequence of shifting shall also be included in shifting time. Any dockage, quay or port dues, to be for Ship owners' account.

xxx. Master of the vessel and local shipping agent shall notify Receivers (Buyer) by cable or fax ten (10) days, seven (7) days, 72 hours, 48 hours and 24 hours in advance confirming vessel arrival time in the prescribed discharge port. Any variation of 12 hours or more in the arrival time requires an additional notification by fax/cable.

xxxi. First opening of holds/hatches not to count towards lay time. Lay time shall be stopped upon completion of discharging from the vessel.

xxxii. Pakistani prescribed discharge port to be first discharge port after sailing from the loading port. After registration of vessel at first discharge port, vessel not to sail for any other port prior to completion of discharge of the TCP cargo at designated discharge port.

xxxiii. The vessel's voyage Log Book to be accessible to the Buyer's representative at discharge port.

xxxiv. Shipowner must fully abide by all regulations and orders of port authorities.

xxxv. In case of any damaged cargo, the cost of damaged cargo and resultant duties and extra stevedoring charges plus extra cost, if any, will be at shipowners' cost and same be paid prior to sailing. Time used for discharging of damaged cargoes shall not be counted towards laytime.

xxxvi. Only the time used for unloading of sound cargo will be counted towards laytime.

20. INSURANCE:

a. The goods will be insured by the Buyer and the buyer shall communicate the contact details of its nominated Insurance Company to the Seller, once the arrangement is finalized.

b. The Seller shall, immediately within twenty four (24) hours of sailing of the vessel to Pakistan, **telegraphically or through fax/e-mail inform the Buyer (Fax nos. (0092-21) 99202722 & 99202595 and e-mail: sheerazocp@gmail.com, and sacibanaccer@gmail.com), the buyer's nominated Insurance Company and the opening bank,** the following details of shipment:-

   i. Name of vessel.
   ii. Sailing date.
   iii. Port of shipment.
   iv. Invoiced quantity and value of the goods, Bills of Lading wise.
   v. ETA of vessel at Discharge Port in Pakistan

c. This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills of Lading. Number of the open Policy Cover supplied to the Seller by the Buyer shall be quoted in commercial invoice.

d. In addition to the overage insurance premium as mentioned in Clause-18, seller shall also pay any additional premium charged by insurance company in Pakistani over and above the normal rate due to the circumstances beyond the normal routine.

e. Origins wherefrom Insurance is not provided by TCP's insurers, the respective supplier shall be responsible for insurance for such shipment(s) at his own risk and cost with the condition(s) that TCP will only pay the amount of insurance premium to the extent agreed between TCP and its insurer(s) for marine insurance cargo. Insurance premium over and above the insurance liability of TCP to its insurer(s) will be borne by the seller / supplier and the payment for goods shall only be made upon arrival of ship/delivery of goods at the discharge port, subject to clearance from commercial banks/SBP as explained in clause 22 (I).

21. **POST LANDING SURVEY:**

i. In case of any damage to the cargo post shipment or any shortages found at discharge port/station during joint survey, the claim shall be lodged by the Buyer on the Ship-owner.

ii. The supplier shall facilitate the settlement between Buyer and the Ship-owner.

22. **PAYMENT:**

a(i). In case contract is awarded on CFR Basis through L/C at sight, the Letter of Credit shall be negotiable at sight for hundred percent (100%) invoice value on presentation of following documents only, within five (05) Pakistan working days after receipt of original documents at issuing bank counter without discrepancy:

i. **Commercial Invoice (Seller's Invoice):** Original.

ii. **Bill of Lading:** Complete set of original "Clean on Board" Charter Party Bill of Lading marked "Freight Prepaid".

iii. **Certificate of Quality**: Original, issued by the Seller.

iv. **Certificate of Origin:** Original issued by seller and countersigned either by chamber of commerce or TCP's nominated PSIA or issued by chamber of commerce of the country of origin or any other authorized agency of the country of origin.

v. **Seller's Certificate:** Original, confirming that all the terms and conditions of the contract have been complied with.

vi. **Crop Year Certificate:** Original, issued by Ministry of Agriculture or the concerned Chamber of Commerce or any other agency authorized by Government of the country of origin indicating the crop year as the latest crop of the origin.

vii. **Pre-shipment Inspection Certificate:** Original, issued by the PSIA nominated by the TCP certifying quality (conforming to contract specifications as at Clause 2) based on lab reports of the authorized testing agencies of the country of origin or testing laboratory of international repute (as at clause-15d), quantity, etc. and also certifying that the goods inspected were without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter.

viii. **Phytosanitary Certificate:** Original, issued by concerned government authority of country of origin, which should meet Pakistan Plant quarantine requirements.

ix. **Fumigation Certificate:** Original, issued by a government agency or Govt. authorized agency of the country of origin/port of shipment or TCP nominated PSIA.

x. **Certificate of Standard & Quality:** Original, from government or government agency of the country of origin/Port of shipment or TCP nominated PSIA stating the following:

"That the wheat is fit for human consumption, without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds. Wheat is also free from insect infestation and substantially free from smut, fungus, eurygaster & striga weed. The wheat is also free from Tilletia Indica and Tilletia Walker (certified on the basis of lab test results)."

xi. **Radiation Certificate:** Original, issued by the authorized government agency of the country of origin/Port of shipment or TCP nominated PSIA.

xii. **Official Stowage Examination Certificate:** Original, issued by the PSIA stating that the vessel holds were duly examined prior to the commencement of loading and found fully clean, dry, free from insects and infestation and suitable to maintain the quality of grain.

xiii. **PSIA fumigation Certificate:** Original, issued by PSIA stating that prior to sailing, proper fumigation of cargo in each hold of the vessel was carried out or in silo before transported to export terminals if law of the country of origin/export does not permit fumigation of cargo in holds of vessel).

xiv. **GMO Certificate**: Original, from a government agency or a government authorized agency stating that:-

"There are no transgenic wheat varieties for sale or in commercial production in (Name of Country) at this time".

a(ii). In case contract is awarded on CFR Basis through L/C at 90 days deferred payment, the Letter of Credit shall be negotiable on deferred payment basis for hundred percent (100%) invoice value on presentation of following documents only, not before 90 days from receipt of original documents at issuing bank counter without discrepancy:

i. **Commercial Invoice (Seller's Invoice):** Original.

ii. **Bill of Lading:** Complete set of original "Clean on Board" Charter Party Bill of Lading marked "Freight Prepaid".

iii. **Certificate of Quality**: Original, issued by the Seller.

iv. **Certificate of Origin:** Original issued by seller and countersigned either by chamber of commerce or TCP's nominated PSIA or issued by chamber of commerce of the country of origin or any other authorized agency of the country of origin.

v. **Seller's Certificate:** Original, confirming that all the terms and conditions of the contract have been complied with.

vi. **Crop Year Certificate:** Original, issued by Ministry of Agriculture or the concerned Chamber of Commerce or any other agency authorized by Government of the country of origin indicating the crop year as the latest crop of the origin.

viii. **Pre-shipment Inspection Certificate:** Original, issued by the PSIA nominated by the TCP certifying quality (conforming to contract specifications as at Clause 2) based on lab reports of the authorized testing agencies of the country of origin or testing laboratory of international repute (as at clause-15d), quantity, etc. and also certifying that the goods inspected were without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter.

viii. **Phytosanitary Certificate:** Original, issued by concerned government authority of country of origin, which should meet Pakistan Plant quarantine requirements.

ix. **Fumigation Certificate:** Original, issued by a government agency or Govt. authorized agency of the country of origin/port of shipment or TCP nominated PSIA.

x. **Certificate of Standard & Quality:** Original, from government or government agency of the country of origin/Port of shipment or TCP nominated PSIA stating the following:

"That the wheat is fit for human consumption, without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds. Wheat is also free from insect infestation and substantially free from smut, fungus, eurygaster & striga weed. The wheat is also free from Tilletia Indica and Tilletia Walker (certified on the basis of lab test results)."

xi. **Radiation Certificate:** Original, issued by the authorized government agency of the country of origin/Port of shipment or TCP nominated PSIA.

xiv. **Official Stowage Examination Certificate:** Original, issued by the PSIA stating that the vessel holds were duly examined prior to the commencement of loading and found fully clean, dry, free from insects and infestation and suitable to maintain the quality of grain.

xv. **PSIA fumigation Certificate:** Original, issued by PSIA stating that prior to sailing, proper fumigation of cargo in each hold of the vessel was carried out or in silo before transported to export terminals if law of the country of origin/export does not permit fumigation of cargo in holds of vessel).

xiv. **GMO Certificate**: Original, from a government agency or a government authorized agency stating that:-

"There are no transgenic wheat varieties for sale or in commercial production in (Name of Country) at this time".

b. TCP may assign its nominated PSIA to check and issue of any of the certificate at Clause-22(a).

c. Negotiation of documents under reserve is not acceptable by the Buyer.

d. Letter of Credit will be negotiable at the counter of the advising bank nominated by the Seller, if no discrepancy in any of the prescribed documents is found.

e. All bank charges in Pakistan connected with opening of the Letter of Credit, will be on the Buyer's account. In case any amendment or extension in L/C is desired by Seller, the expenses shall be for Seller's account. If the L/C is required to be confirmed by the Sellers, such confirmation should be arranged through the counter of the bank where the L/C is negotiable, provided that the bank charges involved or paid by the Seller.

f. In case it is desired that the L/C be cabled/telexed to the beneficiary so as to reach them by a particular date, it can be done by the Buyer at the cost of the Seller.

g. Shipping Documents presented within the validity period of L/C.

h. Letter of Credit to be valid for negotiation for thirty (30) days from the date of Bill of Lading.

i. Part shipment and part payment is allowed.

j. Vessel of Israel flag excluded for transportation.

k. Phytosanitary Certificate: shall be issued under International Plant Protection convention (IPPC) 1997 and import permit issued by Department of Plant Protection, Government of Pakistan.

l. In case clause 20(e) is applicable, the Letter of Credit shall be negotiable at sight for hundred percent (100%) invoice value after release order from DPP at the port of discharge OR within five (05) Pakistan working days after receipt of original documents at issuing bank counter without discrepancy, whichever is later.

23. DELIVERY OF DOCUMENTS:

a. The Seller shall send by courier to the General Manager (D&POD) Trading Corporation of Pakistan Limited, 4th Floor, Block "B", Finance & Trade Centre, Sharea Faisal, Karachi, five sets of non-negotiable documents. The Seller shall also ensure that these documents are actually delivered to the Buyer at least five days before the arrival of vessel in Karachi.

b. The Seller shall ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in Pakistan before the arrival of the vessel. If the documents are not received by Pakistani bank concerned before the ship's arrival, the Seller would deliver the consignment to Buyer against Buyer's own guarantee(s) *as per clause 19(xiii)* and instruct the Ship-owners and the Shipping Agents concerned accordingly.

24. FORCE MAJEURE:

a. Should any of the force majeure circumstances, namely Acts of Allah, natural calamity, fire, government restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than Two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party in writing at registered address, e-mail and/or fax of the commencement of force majeure of the same and circumstances preventing the performance of the contract.

b. Seller is to be entirely responsible for obtaining and maintaining in force any necessary export licenses if required. Failure to obtain and to maintain in force such license shall not be sufficient grounds for Force Majeure.

c. A certificate issued by the respective Chamber of Commerce of the Seller or the Buyer's country shall be acceptable proof of the existence and duration of such circumstances.

d. In case of origins situated under War Zone or origins falling under any international sanctions, any request for declaration for force majeure will not be entertained.

25. ARBITRATION:

Any difference or dispute or liability 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 Buyer and Seller. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the Seller and the Buyer within the territorial / judicial limits of Karachi, Pakistan only, within fifteen days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration within the territorial and judicial limits of Karachi, Pakistan only. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place only at Karachi, under Pakistani Law of Arbitration Act 1940.

26. DAMAGES:

a. If the goods are not shipped within the contracted period of shipment, the Seller shall be liable to pay to Buyer on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial/agri-production in the Buyer's country and loss of other benefits including goodwill and purchase of the same goods at a higher existing rate and value, to the Buyer. The quantum of such damages shall be determined at the sole discretion of Buyer.

b. The buyer reserve the right to reject the consignment / vessel or claim damages, if any contravention of the tender terms and conditions is found on the seller's part.

27. CANCELLATION OF CONTRACT:

If the Seller fails to ship the goods within the specified delivery period for any reasons other than Force Majeure, 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.

28. CONFIDENTIALITY:

The terms and conditions of this contract shall remain strictly confidential to the parties unless both parties mutually agree otherwise.

Trading Corporation of Pakistan Karachi

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM FOR TENDER NO.TCP/MA&TD/WHEAT/22-3/2022 DATED 07-07-2022 FOR IMPORT OF 300,000 MT WHEAT (+/- 5% MOLSO)

1. **Name & Address of Bidder:** _____
   Telephone: _____
   Fax: _____
   Email: _____
2. **Name & Address of Local Representative in Pakistan:** _____
   Telephone: _____
   Fax: _____
   Email: _____
3. **Commodity:** _____
4. **Country of Origin:** _____
5. **Price:**

Sr. No	PARTICULARS	BID/RATE ON CFR KARACHI/BIN QASIM PORT BASIS (IN US$/MT) FOR PAYMENT THROUGH L/C AT SIGHT	BID/RATE ON CFR KARACHI/BIN QASIM PORT BASIS (IN US$/MT) FOR PAYMENT THROUGH L/C AT 90 DAYS DEFERRED PAYMENT
1.	Quantity in Figures		
2.	Quantity in Words		
3.	Price in figures (US$/MT)		
4.	Price in Words (US$/MT)		

Note:

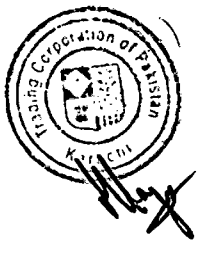
i) Price shall be quoted in US Dollars PMT CFR Karachi Port / Port Bin Qasim Port basis.
ii) Bid security as per clause-10 shall be submitted equivalent to 2% of the CFR Value.
iii) Bids shall be evaluated solely on price basis, subject to their conformity with terms and conditions of the contract (refer caluse-11) and contracts would be awarded, accordingly.

6. We shall abide by all the terms and conditions of the tender.

7. **Amount of Earnest Money: US**_____
   a)Pay Order/Demand Draft/ Bank Guarantee/Standby L.C. No / Remittance Advice.& date. _____

   b) Drawn at/issued by: _____

Signature: _____
Name: _____
Designation: _____
Date: _____
Stamp: _____



ANNEXURE-II

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 all the papers/documents and information furnished to the Trading Corporation of Pakistan (Pvt) Limited, Shahrah-e-Faisal. Karachi (TCP) in Tender No.TCP/MA&TD/Wheat/22-3/2022 dated July 07, 2022, 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 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-III

(To be printed on the letterhead of the Bidder)

REPRESENTATIVE AUTHORITY LETTER

We hereby certify that M/s _____ with their head office located at _____ have been appointed to act as our Representatives for TCP Wheat Import Tender No.TCP/MA&TD/Wheat/22-3/2022 dated July 07, 2022 and given full authority to purchase tender documents, submit offers, negotiate and sign contracts and other documents on our behalf.

2. In case of any litigation and\or arbitration between TCP and us, summons or any other legal process served on the above Representative shall be admitted and held as valid as if served upon us.

_____

_____

<Name>
Designation authorized One

<Name>
Designation Authorized Signatory Two

ANNEXURE- IV

UNDERTAKING

We hereby undertake that we shall:

a. Supply wheat free from Tilletia Indica and Tilletia Walker;

b. Not source the wheat from the areas/regions of the country of origin where presence of Tilletia Indica and Tilletia Walker is notified or suspected.

Signature _____

Name of signatory_____

Designation of signatory _____

Name of Bidder _____

Stamp _____

ANNEXURE-V

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

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

M/s. _____through their Representative _____(hereinafter called the Tenderers) are submitting their offer against Tender No.TCP/MA&TD/Wheat/22-3/2022 dated July 07, 2022 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 will 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 will no longer be liable to make payment to you.

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

Name of Bank_____
Address_____
_____

SIGNATURE
AUTHORIZED OFFICER OF THE BANK

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

INTEGRITY PACT

Declaration of fees, commission and brokerage 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 illegal and/or corrupt practices.

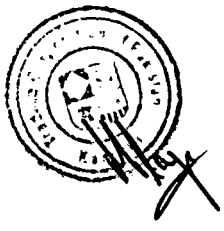
Without limiting the generality of the foregoing, [the Seller/Supplier] represents and warrants that it has fully declared the brokerage, commission, fees, monies paid, committed or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, Representative, 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 by any means whatsoever. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to TCP, Ministry of commerce, Government of Pakistan under any law, contract or other instrument, be voidable at the option of TCP, Ministry of Commerce, Government of Pakistan.

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

[the Seller/Supplier] agrees to indemnify 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 from TCP, Ministry of Commerce, Government of Pakistan or any other person in private of and Government agency.



ANNEXURE-VII

TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
4th Floor, Finance & Trade Centre, Sharea Faisal, Karachi

FORM OF PERFORMANCE BOND
(To be furnished on stamp paper of appropriate value)

Whereas the Trading Corporation of Pakistan (Pvt.) Limited, Block-B, 4th Floor, Finance & Trade Centre, Sharea Faisal, Karachi (hereinafter referred to as the "BUYER") has accepted offer for the supply of _____ metric tons of wheat to be made by M/s._____ (hereinafter referred to as the "SELLER") on the terms and conditions governing the respective contract.

2. AND whereas the Seller has requested us **through the Bank** to issue a Guarantee for an amount of USD_____U.S. Dollars_____(in words)

3. NOW, therefore, in consideration aforesaid, we the _____ Bank Limited, hereby undertake and guarantee due performance of the contract by the Sellers and compliance with tender terms and conditions of the tender in all respects and we unconditionally and absolutely bind ourselves to the following:

i. To make payment of US Dollars _____ to the Buyer, or as directed by the Buyer on the date of their receipt of demand in writing without any question whatsoever.

ii. To keep this guarantee valid and in force for One (01) month after execution of contract 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 days before the expiry of the validity date.

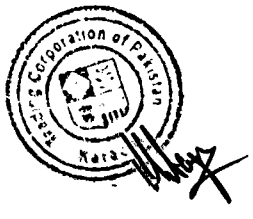
4. We understand that this guarantee is unconditional and that the sole judge for deciding whether the Seller has performed the contract No.TCP/MA&TD/Wheat/22-3/2022 dated July 07, 2022 and fulfilled the terms and conditions of the contract, will be the Buyer.

5. We further understand that any grant of time or indulgence to the Seller without reference 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 USD_____ US Dollars _____(in words).

7. This guarantee is valid for 90 days.

SIGNED _____
DATED _____
PLACE _____
(A first class scheduled Bank of Pakistan)



Also confirm the supplier and shipper details for each counter party and country of shipment separately.

Complete Applicant Name –
Complete Applicant address –
Complete Beneficiary Name –
Complete Beneficiary address –
Name of the Country –
Port of shipment –
Port of discharge –
In case if shipment is to be made from country other than mentioned above
· Name of the country
· Complete name of the Shipper from port of shipment
· Port of shipment (mention any other ports involved)
All Banks involved (Applicant. Beneficiary, Accepting, Negotiating, Advising or any other banks involved etc.)
Trade Product
Description of goods and their usage & Origin
Amount and Currency

RESPONSIBILITIES & PROCEDURE FOR PSIA

ANNEX-IX

1) RESPONSIBILITIES OF THE INSPECTION AGENT

a) The Inspection Agent or his associates shall discharge the following responsibilities:-

i. Inspection of imported Wheat as well as inspection of vessels/godowns/silos/mills etc, to be carried out at designated origin, as per international standards and prevailing methods of Pre-shipment Inspection.

ii. Carryout comprehensive inspection of cargoes/goods for quality, quantity, sampling, weighing etc. in order to ensure that the provisions of the relevant tender / contract and /or instructions issued by the corporation have fully and satisfactorily been complied with.

iii. Extend all facilities to the nominee, if any, deputed by the corporation to work with the Inspection Agent for carrying out the joint inspection of the goods, cost of such nominee shall be borne by the Corporation.

iv. Prepare for reference purposes, reputed number of samples / packets and have them sealed and signed jointly by the supplier's representatives and the representative of the Corporation, if any, in accordance with the terms of the sale / purchase contract.

v. To get the sealed samples/packets tested by an Independent Laboratory of International repute, cost of such testing at actual to be borne by the supplier.

vi. Bring discrepancies and defects to the notice of the Corporation promptly when the Inspection Agent finds that the goods are not in conformity with the standard specifications of the tender/contract. In doing so the Inspection Agent shall specifically identify the causes of the discrepancies and defects and suggest remedial action.

vii. In case after inspection, goods are found fit for export, shall clearly and in unambiguous terms, declare the goods, fit for export in his Inspection Report.

viii. Issue a certificate immediately after inspection in respect of inspection carried out by him or his associate and dispatch the same directly to all interested parties as stipulated in the tender / contract.

ix. Ensure that inspection is carried out by them or their associate within the time stipulated in the tender / contract or instructions issued by the Corporation and that there is no delay in the timely shipments of the goods.

2) PRE-SHIPMENT INSPECTION PROCEDURE:

i. The cargo to be tested by PSIA under method as prescribe in the international standards unless prescribed in the TCP's relevant tender / contract.

ii. The sampling and testing of cargo/commodity should be done in accordance with the international standard, from internationally recognized foreign laboratory also approved form the Government.

iii. The result 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 holds/containers. It must be noted that if the test analysis does not conform to the prescribed specification, the loading of cargo/commodity is not to be permitted in any circumstances.

iv. PSIA should draw required number of samples jointly with the supplier/exporter from the place the cargo/commodity to be loaded for analysis.

v. The consignment so inspected shall be sealed by the Inspection Agent and stored in a safe and secured place.

vi. The lots / bundles / packages from which samples are drawn shall be signed / stamped sealed with the stamp of the Inspection Agent in order to identify the inspected stores /consignments.

vii. The seal on the inspected consignment shall be broken in the presence of the Inspection Agent, when the goods are accepted and allowed for shipment.

viii. The supervision of loading / unloading shall be carried out by the Inspection Agent to ensure that only inspected and duly accepted goods are loaded.

ix. Three samples shall be prepared (one for the Buyers, one for the Sellers, and one to be kept under the custody of the Inspection Agent. All samples must be duly signed by the Sellers/ultimate suppliers, representative of the Corporation (if available) and the PSIA.

x. The Inspection Agent will remain present at port during loading of the cargo on the vessel and will ensure that the cargo loaded on the vessel is approved cargo duly signed, sealed and stamped by them. In their inspection report the Inspection Agent shall also mention the commencement and completion date of loading, and also about the condition of loading of cargo/goods in the vessel.

xi. The PSIA should cover the points mentioned in the tender terms & conditions.

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

xiii. If required, PSIA shall witness/supervise the fumigation of holds of the vessels/ containers after completion of loading properly and issue the certificate. The fumigation material will be provided by supplier/exporter.

xiv. PSIA will seal the holds of the vessel/containers after loading and issue seal certificate, duly endorsed by the representative of Master of the vessel/container.

ANNEX-X

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 supplier/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

ANNEX-XI

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 supplier/company or his local representative have fulfilled their previous contractual obligations with TCP before Tender opening date. The supplier will 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