TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No. TCP/D&POD/Sugar/Sur/21-3/2021-22

July 28, 2021

QUOTATIONS FOR SURVEY, INSPECTION AND MONITORING OF DISCHARGE AND DESPATCHES OF IMPORTED BAGGED SUGAR PER MV ILLOVO RIVER CARRYING 35,000 (+/- 5%) AT KARACHI PORT / PORT BIN QASIM

INVITATION FOR SEALED QUOTATIONS

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 through quotations from pre-qualified / enlisted Surveyors (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), on sugar consignments which are expected in the month of August, 2021 to arrive at Karachi Port / Port Bin Qasim.

2. Interested TCP Pre-qualified/enlisted Surveyors, who shall have the valid license and can arrange **draught surveys through a Master Mariner,** inspection and post landing survey of imported bagged sugar smoothly at Karachi Port / Port Bin Qasim, may submit their quotations in sealed envelopes, to be dropped in the Quotations Box placed at Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, on **Tuesday the 03rd August, 2021, latest by 1500 hours.** The quotation shall be opened at **1530 Hours** on the same day in the TCP's Board Room, in presence of quotationers or their authorized representatives who may wish to be present.

3. Terms & Conditions can be purchased on payment of Rs.200/- (rupees two hundred only), during 0900 hours to 1700 hours from the publication of this notice, till closure of quotation submission time from: -

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) Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 3rd Floor, Building No.1, Aiwan-e-Iqbal Complex, Edgerton Road, Lahore (Phone No. 042-99206065-69);

c) 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); and

4. The Quotation Notice/document can also be downloaded from official website of TCP www.tcp.gov.pk. However, the receipt for purchase of Quotation document must be obtained from the cash section of TCP against the payment of Rs.200/- prior to dropping the quotation envelope in the quotation box within the specified time.

Sheeraz Ali Shahzad
Deputy General Manager
Dispatch & Port Operation Division

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/D&POD/Sugar/Sur/21-3/2021-22 July 28, 2021

TERMS & CONDITIONS FOR SURVEY, INSPECTION OF DISCHARGE AND DISPATCHES OF IMPORTED BAGGED SUGAR (BREAK BULK) AT KARACHI PORT / PORT BIN QASIM

1. **INVITATION FOR SEALED QUOTATIONS: -**
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 through quotations from its pre-qualified / enlisted Surveyors (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), on bagged sugar consignments which are expected in the month of August, 2021 to arrive at Karachi Port / Port Bin Qasim.

2. **COMMODITY:**
2.1. Bagged Sugar (Break Bulk) to be imported through Oceanic Vessel **MV ILLOVO RIVER.**

3. **QUANTITY / PORT OF ARRIVAL:**
3.1. Total quantity of **35,000 MT (+/- 5%)** of Bagged Sugar.

3.2. Quantity can be increased or decreased on sole discretion of TCP.

3.3. Vessel is expected to arrive at Karachi Port / Port Bin Qasim within the month of August, 2021.

4. **BASIS OF OFFERS/ PRICE:**
Quotation are required to be submitted in sealed envelops, with mentioning of rate on Per metric Ton basis, as per provision in Quotation from Annex "I".

5. **QUOTATIONS EVALUATION CRITERIA: -**
Quotations shall be evaluated solely on basis of price subject to their conformity with terms & conditions for survey, inspection, discharge and dispatch of imported bagged sugar (Break Bulk).

6. **VALIDITY OF OFFER: -**
Offer/Quotations should be valid for fifteen working days w.e.f. date of opening of Quotations.

7. **SECURITY / PERFORMANCE GUARANTEE: -**
7.1. Already deposited amount of pre-qualified / enlisted surveyors shall be treated as Quotations Security / Performance Guarantee.

7.2. Quotations Security / Performance Guarantee (already deposited amount) of the successful quotationer may be forfeited without any notice if the successful quotationer fails to sign the contract, integrity pact within due date.

7.3. Security/Performance Guarantee of the successful quotationer shall be forfeited, if a surveyor fails to provide the services as per terms & conditions / agreement. Besides, "PENALTY" shall also be imposed as per clause 17.

8. **SUBMISSION OF QUOTATIONS: -**
8.1. Interested pre-qualified / enlisted surveyors may submit their Quotation in sealed envelope to be dropped in the Quotation Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, Karachi on the date / time stipulated in the Invitation for Sealed Quotations Notice.

8.2. Quotations received through fax, cable, courier or any other means, except as prescribed above shall not be considered.

8.3. The Quotations received will be opened on the same day (as specified in the IFQ) in the TCP Board Room in presence of Quotationer or their authorized representatives who may wish to be present.

8.4. All Quotations must be submitted on the prescribed proforma given at Annexure-I (along with original receipt of purchase of Terms & Conditions in the name of Quotationer).

8.5. Authorized representative of the Quotationer must present Original Authority Letter in his favour alongwith copy of CNIC at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, Karachi. The original CNIC may also be available with him for identification purpose.

8.6. TCP reserves the right to split the quantity, on its sole discretion, within the provision of this terms & conditions.

8.7. TCP reserves the right to accept or reject any or all quotations wholly or partially.

8.8. Any Surveyors who has failed/defaulted to perform a contract awarded by TCP in the past shall not be allowed to offer quotations or participate.

9. ELIGIBILITY: -

9.1. Only pre-qualified / enlisted Surveyors with TCP, **having the services of a Master Mariner** are eligible to participate.

9.2. Surveyor must having the valid relevant license and certification for inspection and post landing survey of goods at Karachi Port Trust (KPT) and/or Port Qaism Authority (PQA) and/or Gwadar Port.

10. INELIGIBILITY: -

10.1. If the Surveyor declared as Blacklisted by any Government body.

10.2. If the Surveyor declared as defaulter by any Government body.

10.3. If the Surveyor involving in litigation with TCP.

10.4. If TCP terminated contract with Surveyor due to non satisfactory performance.

10.5. The firms with common Owner/Directors/Managers/Operator, who is involved in the shipment under reference at any stage, including as PSIA, Clearing & Forwarding Agent, Shipping Agent, Terminal Operator, Stevedore, Cargo Handling Agent or any agency either appointed by TCP or any other agency. (an undertaking to this effect shall be submitted by the quotationer alongwith quotations).

11. INSTRUCTIONS FOR THE QUOTATIONERS: -

11.1. Terms & Conditions document shall read alongwith Invitation for Sealed Quotations and relevant rules carefully. Incomplete application shall be rejected and no chance shall be given to the quotationer for completion of the formalities, once quotation dropped/submitted.

11.2. 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 Terms & Conditions document / Quotation Form, any kind of doubt will attract the rejection of Quotation.

11.3. The completed document shall be signed off and initialed by authorized representative of the Sealed Quotationer and stamped.

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

11.5. TCP will disqualify a Surveyor where it is determined that the Surveyor has engaged in corrupt or fraudulent activities in competing Quotations for the terms & conditions in question, which may includes the following practices: -

11.5.1. "**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 bidding process; and

11.5.2. "**Fraudulent practice**" means a misrepresentation of facts in order to influence the bidding process to the detriment of the TCP/Government, and includes collusive practices among Surveyor (prior to or after submission of quotations) designed to establish prices at artificial, non-competitive levels and to deprive the TCP/Government of the benefits of free and open competition.

11.5.3. Any attempt(s), either written and/or oral and/or through any other mean by the applicant to influence TCP in the evaluation or competitive quotations process.

11.6. Applicant shall not contact TCP in any form, either in written or oral on the matter relating to the quotations process upto the time of receipt to the official communication of the results.

11.7. All documents should be in English Language.

11.8. Quotationers may quote rate for the ports, where the firm is eligible to handle consignment smoothly.

11.9. Please note that responding by a Surveyor against this terms & conditions document, the quotationer accept that all terms & conditions of this document are legally binding, which may be used as evidence in any court of law, which has the jurisdiction.

12. <u>DOCUMENTS TO BE ATTACHED WITH SEALED QUOTATIONS</u>: -

12.1. Surveyor shall submit the following documents with quotation: -

12.1.1. Original receipt for purchase of this terms & conditions document.

12.1.2. Quotations Form in Original as per **Annex – I**.

12.1.3. Copy of valid license being Surveyor.

12.1.4. Integrity Pact as per **Annex – II**.

12.1.5. Undertaking / affidavit, as explained in clause 10.5 of this terms & conditions.

12.1.6. Profile of Master Mariner (Captain) along with duiy signed agreement / employment certificate.

13. <u>DOCUMENTS CONSTITUTING CONTRACT</u>: -

13.1. The Surveyor shall sign the appropriate contract with TCP, within three days from acceptance of offer by TCP.

13.2. The Invitation for Sealed Quotations, the Terms & Conditions, the Letter of Acceptance and vessel allocation letter shall also be treated as an integral part of the contract.

13.3. Surveyor shall sign the "Integrity Pact" immediately on award of contract.

13.4. All terms & conditions of this quotation documents and Invitation for sealed quotations shall be treated as an integral part of contract.

13.5. The contract against this terms & conditions shall be in supersession to the contract already signed between TCP and Surveyor, if any. This supersession shall be for the application of terms & conditions only.

14. JOB DESCRIPTION: -

14.1.1. Upon receipt of ETA notices from TCP for arrival of specific vessel, the Surveyor is required to coordinate with the concerned Shipping Agent, Stevedore, Clearing & Forwarding Agents, from TCP's intimated supplier/transporters about 05 days prior to arrival of the vessel and other relevant agencies for immediate & smooth survey and inspection of imported bagged sugar.

14.1.2. Surveyor shall coordinate with all the relevant agencies to monitor discharge and dispatches of imported bagged sugar.

14.1.3. Soon after arrival of vessel at discharge berth, Surveyor shall arrange Joint Draught Survey of the vessel **through a Master Mariner**. Copy of draught survey and other necessary details shall be forwarded to the General Manager (D&POD), TCP on the same day.

14.1.4. Surveyor shall obtain the samples from Master of the vessel, and send the same to General Manager (D&POD), alongwith covering letter alongwith full details, which may includes number of samples, marking and seal number, etc.

14.1.5. Surveyor shall draw the samples of imported bagged sugar in presence of all the attending surveyors, from each hold of the vessel prior to commencement and upon completion of discharge, and one set of samples to be sent to General Manager (D&POD), besides, four composite samples to be sent to General Manager (D&POD), TCP. All the samples should be sent alongwith covering letter and full details, which may includes number of samples, marking and seal number, etc.,

14.1.6. Surveyor shall draw the samples of imported bagged sugar from all the holds in presence of all the attending surveyors, on daily basis and keep the same with him for record / evidence purpose, if required in future.

14.1.7. Surveyor shall send composite sample(s) to the laboratory for testing purpose, alongwith details to be tested by the laboratory, under intimation to TCP. Name of laboratory shall be intimated to surveyor by the General Manager (D&POD).

14.1.8. In case of any, short landed / damaged cargo discharged from the vessel, the Surveyor must serve proper notice to Master of the Vessel, Shipping Agent, Stevedore, Underwriter, Port Authorities and other relevant agency/ies immediately on behalf of TCP with the request to arrange settlement of TCP's claim well before sailing of the vessel.

14.1.9. Soon after completion of discharge operation, Surveyor shall arrange **Joint Draught Survey through a Master Mariner** to ascertain the exact quantity discharged from the vessel. Copy of joint draught survey alongwith other necessary details including Certificate of Quantity shall be forwarded to the General Manager (D&POD), TCP on the same day.

14.1.10. The surveyor shall monitor dispatches of imported bagged sugar till completion, including dispatches of excess sugar, if any. Every 20th bags weight checking.

14.1.11. Surveyor shall depute a representative at loading and despatch points at seaports to monitor dispatches of the bagged sugar.

14.1.12. Surveyor shall be responsible to monitor the discharge and dispatches details on shift wise basis alongwith details of dispatched trucks. The Surveyor shall also maintain the register for dispatches including details of truck number, name of transporter, name of driver alongwith CNIC number and driving license number, name of cleaner alongwith CNIC number, name of other staff of truck destination, number of bags dispatched, gate pass number, date & time of dispatch, work order details (work order issued by from TCP's intimated supplier/transporter) and other relevant details, which may require for future reference. (Copy of relevant information/document to be retained by the Surveyor).

14.1.13. In case of any damaged cargo noticed by the Surveyor, in the vessel, Surveyor shall arrange the joint survey to ascertain the quantum of loss and name of concerned agency clearly and categorically, which may require lodging claim on the concerned agency, failing which Surveyor will be held responsible for all losses.

14.1.14. In case of any damaged cargo noticed by the Surveyor, after discharge / during discharging / dispatched, Surveyor will serve notice to the concerned agency/ies, which may Stevedore, Cargo Handling Agent, Transporter, Terminal Operator / Port Authorities, as the case may be, on behalf of TCP under intimation to General Manager (D&POD), TCP.

14.1.15. Surveyor shall be responsible to depute atleast three officials in each shift on the port, name, contact number CNIC number and a copy of CNIC will be provided in advance to General Manager (D&POD). These representatives cannot perform their duties on behalf of any other agency/ies, under any circumstances on the consignment under reference.

14.1.16. In case of any un desired / abnormal situation, the Surveyor shall intimate immediately to the General Manager (D&POD), in writing, as well as over telephone.

14.1.17. Surveyor shall submit daily discharge and despatch report in writing through fax on 021-99202722/3 through email on khizarprotcp@yahoo.com, sheerazocp@gmail.com and mahm.pk1@gmail.com by 09:00am.

14.1.18. Surveyor shall keep party-wise / truck-wise / date-wise account of dispatches of bagged sugar.

14.1.19. In case of excess bagged sugar declared at any stage, Surveyor shall issue necessary instructions to the Stevedore / Cargo Handling Agent to keep the same with all precautionary measures.

14.1.20. The Surveyor may issue any instructions to the Stevedore / Cargo Handling Agent to adopt precautionary measures for safe storage / dispatches of the cargo, but no instructions should be issued in contradiction with the mandate of the stevedore. (Copy of terms & condition / job description assigned to the respective, Stevedore / Cargo Handling Agent can be obtained from TCP after award of contract).

14.1.21. Surveyor shall supervise the removal of balance packing material, if required, during or after completion of discharge.

14.1.22. Surveyor shall also arrange any other formality and operation, if required to handle the operation smoothly.

14.1.23. Surveyor shall obey any other instructions / directives if given in writing by the General Manager (D&POD), TCP.

15. GENERAL CONDITION: -

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

15.1.2. 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 Surveyor and no such claim shall be entertained by TCP, except laboratory testing charges.

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

16. CANCELLATION OF CONTRACT: -

The Contract may be cancelled by the TCP for breach of any provision(s) of the agreement by the Surveyor, besides imposing the penalty as per relevant clause of this terms & conditions.

17. PENALTY: -

17.1. The Surveyor shall be held responsible for all losses/consequences suffered by TCP , in case of: -

17.1.1. Non-compliance of any provision of this contract;

17.1.2. delay in perform the duties being surveyor;

17.1.3. submission of defective survey report;

17.1.4. submission of defective joint survey report;

17.1.5. submission of defective joint draught survey report;

17.1.6. delay in clearance / release / discharge of imported bagged sugar, due to fault on the part of Surveyor;

17.1.7. delay in dispatches, due to fault on the part of Surveyor;

17.1.8. delay in release of loaded trucks from port, due to fault on the part of Surveyor; and

17.1.9. Any loss sustained by TCP, due to fault on the part of Surveyor.

17.2. TCP reserve rights to recover its losses from bill of Surveyor and Performance Guarantee.

17.3. In case of losses suffered by TCP are more than the amount of bill and Performance Guarantee, TCP may lodge claim against Surveyor after forfeiture of billed amount and Performance Guarantee.

17.4. Besides penalty, TCP can take any appropriate action, which may include the Suspension/Blacklisting of the firm in accordance with Corporation's policy.

18. ARBITRATION: -
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. Surveyor and TCP.

19. PAYMENT: -

19.1. 100% payment shall be made after completion of discharge of cargo of specific vessel, sailing of vessel and submission of satisfactory Survey report by the Surveyors.

19.2. Surveyor shall submit the following documents alongwith covering letter with stamped in triplicate for payment of 100% bill: -

19.2.1. Invoice for 100% of bill as per agreed rate.

19.2.2. Copy of complete set of discharge report.

19.2.3. Copy of Quantity Certificate, alongwith copy of initial and final joint draught survey report.

19.2.4. Copy of Professional Tax Certificate.

19.2.5. Copy of National Tax Certificate.

19.2.6. Copy of Sales Tax Certificate.

19.2.7. Date-wise clearance of cargo and commencement of dispatches of cargo from port for dispatches (in the shape of statement on letterhead), in case of delay in clearance / dispatches, reasons must be mentioned.

19.2.8. Date-wise completion of discharge and despatch of cargo (in the shape of statement on letterhead), in case of delay in clearance / dispatches, reasons must be mentioned.

19.2.9. Copy of signed agreement.

19.2.10. Copy of award letter.

19.2.11. Any other document(s) if required by TCP.

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

Annex - I

QUOTATION FORM

1. **Name & Address of Quotationer:** _____

   Telephone: _____

   Fax: _____

   Email: _____

   Sales Tax No. _____

   National Tax No. _____

2. We have read/understood all the terms & conditions No. **TCP/D&POD/Sugar/Sur/21-3/2021-22**, dated, **July 28, 2021** and we hereby offer our services being Surveyor for bagged sugar consignments on the rate which is per metric ton (PMT) (inclusive of all taxes) basis: -

Sr. No.	Name of Port	RUPEES PMT NET, INCLUSIVE OF ALL TAXES FOR SURVEY, INSPECTION AND MONITORING OF DISCHARGE AND DISPATCH OF IMPORTED BAGGED SUGAR AT KARACHI PORT / PORT BIN QASIM (ALL-INCLUSIVE I.E. OVERTIME AND ALL OTHER EXPENSES OF ANY OTHER KIND WHATSEVER.
1	KPT	PMT Rs._____ In word Rupee_____)
2	PQA	PMT Rs._____ In word Rupee_____)

3. We also undertake that we shall abide by the laid down terms & conditions.

   Signature: _____

   Name: _____

   Designation: _____

   CNIC No. _____-_____-__ *(copyenclosed)*

   Date: _____

   Stamp: _____

PLEASE ENCLOSE ALL THE REQUIRED DOCUMENTS AS PER CLAUSE 12 OF THE TERMS & CONDITIONS

INTEGRITY PACT

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

Surveyor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (TCP, Ministry of commerce, Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, Surveyor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

Surveyor 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.

Surveyor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to TCP, Ministry of commerce, Government of Pakistan under any law, contract or other instrument, be voidable at the option of TCP, Ministry of commerce, Government of Pakistan.

Notwithstanding any rights and remedies exercised by TCP, Ministry of commerce, Government of Pakistan in this regard, the Surveyor agrees to indemnify fully 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Surveyors 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.

NIC No. _____

on behalf of M/s. _____