TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No. TCP/D&POD/Wheat/(C&F)/21-3/2021-22 August 6, 2021

QUOTATIONS FOR CLEARING & FORWARDING OF IMPORTED WHEAT PER MV GDF SUEZ NORTH SEA AT KARACHI PORT / FAP TERMINALS, 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 quotations from pre-qualified / enlisted Clearing & Forwarding Agents (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), for clearing of wheat consignments, expected to arrive in the month of August, 2021 to arrive at Karachi Port / FAP Terminals, Port Bin Qasim.

2. Interested TCP Pre-qualified / enlisted Clearing & Forwarding Agents, who have the valid license and can arrange clearance of the imported wheat smoothly at Karachi Port / FAP Terminals, Port Bin Qasim, may submit their quotations in sealed envelopes, to be dropped in the Quotation Box placed at Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, on **Monday the 16th August, 2021 latest by 1100 hours**. The quotations shall be **opened at 1130 hours** on the same day in the TCP Board Room, in presence of quotationer or their authorized representatives who may wish to be present.

3. Quotation document can be purchased on payment of Rs.200/- (rupees two hundred only), during 0900 hours to 1600 hours from publication of this notice, till close of 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.

Khizar Hayat
General Manager
Dispatch & Port Operation Division

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/D&POD/Wheat/(C&F)/21-3/2021-22 August 06, 2021

QUOTATIONS DOCUMENT / TERMS & CONDITIONS FOR CLEARING OF WHEAT AT KARACHI PORT / FAP TERMINALS, PORT BIN QASIM

1. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites quotations from its pre-qualified / enlisted Clearing & Forwarding Agents (active tax payers duly registered with Income Tax and Sales Tax Department – FBR/SRB), for clearing of wheat consignments which are expected to arrive in the month of August, 2021 at Karachi Port / FAP Terminals, Port Bin Qasim.

2. COMMODITY:
   - 2.1. Wheat in bulk to be imported through oceanic vessel **MV GDF SUEZ NORTH SEA.**
   - 2.2. Imported Wheat to be filled in Jute bags / PP bags.
   - 2.3. Jute Bags / PP bags from TCP's intimated supplier/transporters about 05 days prior to arrival of the vessel for filling of imported wheat.

3. QUANTITY / PORT OF ARRIVAL:
   - 3.1. Total quantity of **55,000 MT (+/- 5%)** of Wheat.
   - 3.2. Quantity can be increased or decreased on sole discretion of TCP.
   - 3.3. Arrival of quantity at any discharge seaport of Pakistan as specified in the Invitation for quotations (IFQ).

4. BASIS OF OFFERS/ PRICE:
   Quotationers are required to be submitted in sealed envelops, where they are eligible to perform their duties smoothly.

5. QUOTATIONS EVALUATION CRITERIA:
   Quotations will be evaluated solely on basis of price subject to their conformity with terms & conditions of this document.

6. VALIDITY OF QUOTATIONS:
   Quotations should be valid for (15) fifteen working days w.e.f. date of opening of Quotations.

7. QUOTATIONS SECURITY / PERFORMANCE GUARANTEE:
   - 7.1. Already deposited amount of pre-qualified / enlisted clearing & forwarding agents shall be treated as Quotations Security / Performance Guarantee.
   - 7.2. Quotations Security of the successful Quotationer(s) will be treated as Performance Guarantee.
   - 7.3. Quotations Security / Performance Guarantee (already deposited) of the successful quotationer may be forfeited without any notice if the successful bidder fails to sign the contract, integrity pact within due date.

7.4. Performance Guarantee of the successful quotationer shall be forfeited, if Clearing & Forwarding Agent fails to provide the services as per terms & conditions / agreement. Besides, "**PENALTY**" shall also be imposed as per clause 16.

8. **SUBMISSION OF QUOTATIONS:**

8.1. Interested pre-qualified / enlisted clearing & forwarding agents may submit their quotations in sealed envelope to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Sharah-e-Faisal, Karachi on the date / time stipulated in the relevant 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 quotations documents 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 accept or reject any or all quotations wholly or partially or counter the Quotation(s).

8.7. Any Clearing & Forwarding Agent who has failed/defaulted to perform a contract awarded by TCP in the past shall not be allowed to offer quotations or participate in this tender.

9. **ELIGIBILITY:**

9.1. Only pre-qualified / enlisted clearing & forwarding agents are eligible to participate.

9.2. Clearing & Forwarding Agents must have the valid license for clearance of goods at Karachi Port(s) i.e. Karachi Port / FAP Terminal, Port Bin Qasim.

10. **INELIGIBILITY:**

10.1. If the Clearing & Forwarding Agent declared as Blacklisted by any Government body.

10.2. If the Clearing & Forwarding Agent declared as defaulter by any Government body.

10.3. If TCP terminated contract with Clearing & Forwarding Agent due to non satisfactory performance.

11. **INSTRUCTIONS TO THE QUOTATIONER:**

11.1. Quotationer should read the quotations document alongwith Invitation for sealed Quotations ('IFQ') and relevant rules carefully. Incomplete application shall be rejected and no chance shall be given to the quotationer for completion the formalities, once quotations are dropped.

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 quotation 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 quotationer and rubber stamped.

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

11.5. TCP will disqualify a Clearing & Forwarding Agent where it is determined that the Clearing & Forwarding Agent has engaged in corrupt or fraudulent activities in competing bidding for the quotations 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 Clearing & Forwarding Agent (prior to or after submission of quotation) 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 by the applicant to influence TCP in the evaluation shall result in disqualification of their application.

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

11.7. All documents should be in English Language.

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

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

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

12.1. Clearing & Forwarding Agent shall submit the following documents with quotation: -

12.1.1. Original receipt for purchase of this quotations document.

12.1.2. Quotation Form in Original as per Annex – I.

12.1.3. Copy of valid license being clearing agent for Karachi Port / Port Bin Qasim.

12.1.4. Integrity Pact as per Annex – II.

13. **DOCUMENTS CONSTITUTING CONTRACT:**

13.1. The Clearing & Forwarding Agent shall sign the appropriate contract with TCP, within three days from acceptance of offer by TCP.

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

13.3. Clearing & Forwarding Agent shall sign the "Integrity Pact" immediately on award of contract.

13.4. All terms & conditions of this quotation document and Invitation for Sealed Quotations shall be treated as an integral part of contract.

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

14. **JOB DESCRIPTION / GENERAL CONDITIONS:**

14.1.1. Upon receipt of ETA notices from TCP for arrival of specific vessel, the Clearing & Forwarding Agent required to coordinate with the concerned Shipping Agent, Stevedore, Surveyors, ultimate receiver i.e. PASSCO, KPK, Punjab Food Department and Sindh Food Departments for immediate & smooth clearance of imported wheat.

14.1.2. Clearing & Forwarding Agent shall coordinate/arrange entrance of packing material i.e. Jute Bags / PP bags for filling of imported wheat.

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

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

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

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

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

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

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

14.1.10. Clearing & Forwarding Agent shall arrange entrance of trucks for dispatch of imported wheat from seaports.

14.1.11. Clearing & Forwarding Agent shall depute representative(s) at each loading and dispatch points to monitor dispatches of the wheat.

14.1.12. Clearing & Forwarding Agent shall keep party-wise / truck-wise / date-wise account of dispatches of wheat.

14.1.13. In case of excess wheat declared at any stage, Clearing & Forwarding Agent shall arrange its clearance. In this case, Clearing & Forwarding Agent shall submit the requisition for pay order to TCP within 24 hours of declaration of excess wheat.

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

14.1.15. Clearing & Forwarding Agent shall submit daily discharge and dispatch report in writing through fax 99202722/3 and through email on khizarprotcp@yaoo.com, sheerazocp@gmail.com and mahm.pk1@gmail.com by 09:00am.

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

14.1.17. Clearing & Forwarding Agent 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 or Local Bodies or any other Government agency on the cargo shall be paid by the TCP in advance.

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

15.1.3. Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of Clearing & Forwarding Agent and no claim shall be entertained by TCP.

15.1.4. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Clearing & Forwarding Agent for operation/ performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Clearing & Forwarding Agent. TCP shall, in no way, be responsible for any compensation in this connection 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 Clearing & Forwarding Agent, besides imposing the penalty as per relevant clause of this document.

17. PENALTY:

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

17.1.1. Non-compliance of provision of this contract.

17.1.2. delay in submission of pay order requisition

17.1.3. submission of defected pay order requisition

17.1.4. delay in clearance of imported wheat

17.1.5. delay in entrance of packing material in the port

17.1.6. Delay in release of loaded trucks from port.

17.2. TCP reserve rights to recover its losses from bill of Clearing & Forwarding Agent 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 Clearing & Forwarding Agent after forfeiture of bill / 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 Corporations 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. Clearing & Forwarding Agent and TCP.

19. PAYMENT:

19.1. 100% payment shall be made after completion of discharge, dispatches of cargo of specific vessel and sailing of vessel.

19.2. Clearing & Forwarding Agent 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 IGM, stating date of arrival of vessel.

19.2.3. Copy of Bills of Lading.

19.2.4. Goods Deceleration in original alongwith its copy.

19.2.5. Delivery Order in original alongwith its copy.

19.2.6. Copy of Professional Tax Certificate.

19.2.7. Copy of National Tax Certificate.

19.2.8. 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.

19.2.9. Copy of discharge report of specific vessel.

19.2.10. Copy of signed agreement.

19.2.11. Copy of award letter.

19.2.12. Copy of Pay Order (issued by TCP for release of cargo) and its proper receipt / acknowledgement by the concerned agencies.

19.2.13. Excise Challan in original.

19.2.14. 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 read understood all the terms & conditions of IFQ No. **TCP/D&POD/Wheat/(C&F)/21-3/2021-22,** dated **August 06, 2021** and we hereby offer our services being Clearing & Forwarding Agent for wheat consignments on the following rates, which are per metric ton (PMT) basis: -

Sr. No.	Name of Port	RUPEES PMT NET, INCLUSIVE OF ALL TAXES FOR CLEARING OF WHEAT AT KARACHI PORT / FAP TERMINALS, 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	FAP, PQA	PMT Rs._____ In word Rupee_____)

3. We also undertake that we shall abide terms & conditions of the agreement/quotation.

   Signature: _____

   Name: _____

   Designation: _____

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

   Date: _____

   Stamp: _____

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

Annex – II

INTEGRITY PACT

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

Clearing & Forwarding Agent 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, Clearing & Forwarding Agent represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

Clearing & Forwarding Agent 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.

Clearing & Forwarding Agent accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to TCP, 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 Clearing & Forwarding Agent 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 Clearing & Forwarding Agent as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan.

CNIC No. _____

on behalf of M/s. _____