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

No. TCP/MA&TD/Wheat/23-1/2023

November 24, 2023

1st INTERNATIONAL TENDER FOR IMPORT OF 110,000 MT WHEAT WITH ± 10% 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 110,000 MT (One Hundred & Ten Thousand metric tons) with ± 10% 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 / Gwadar Ports Basis. Shipments are to be made as per shipment schedule 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 110,000 MT with +/- 10% 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 1100 hours on December 27, 2023 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 December 27, 2023, latest by 1100 hours PST. Bids will be opened on the same day at 1130 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 as per PPRA-2004.

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

(RASHID HUSSAIN)
GENERAL MANAGER(MA & TD)

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

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

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/MA&TD/Wheat/23-1/2023 November 24, 2023

1ST INTERNATIONAL TENDER FOR PURCHASE OF 110,000 MT (ONE HUNDRED & TEN THOUSAND METRIC TONS) WITH +/- 10% 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 110,000 MT (One Hundred & Ten Thousand Metric Tons) with+/- 10% MOLSO Wheat of latest crop in bulk into Pakistan as per terms and conditions prescribed by TCP, shipments are to be made 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 all 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 (I)
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.	Microbiological and Chemical testing.
14.	Quarantine	Should meet Pakistan quarantine requirements as per IPPC standard (Annex-I or Annex-II).	---
15.	Dioxins	Free of Dioxins.	---

Sr #	Factor	Standard	Method of Testing
16.	Live insects, pests	Free from live stored grain insects, pests and their larvae.	---
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 phosphene 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 supplier 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 shall be issued by the NPPO on the basis of inspection done by an agency accredited to/certified by the said NPPO or the NPPO directly. 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, TilletiaWalker;
ii) Bacterial Wilt;
iii) Glume rot;
iv) Loose Smut;
v) Ergot;
vi) Smut;
vii) Eurygaster;
viii) Striga weed; and
ix) Ear cockle.

TRADING CORPORATION OF PAKISTAN (PVT) Ltd.

C. INSPECTION & SAMPLING PROCEDURE AT LOAD PORT:

i) Inspection of the wheat grain shall be carried out prior to loading on to the vessel by an authorized officer of the NPPO or the accredited agency of the National Plant Protection Organization (NPPO) of the exporting country. Such inspection shall be carried out as per the guidelines prescribed under ISPM-12(Guidelines for Phytosanitary Certificates-IPPC) and DPP Pakistan Plant Quarantine Rules, 2019, to ensure that the wheat grain shipped to Pakistan is as per the specification in clause-2(B) above. 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 shall 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 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 etc. For this purpose the samples have to be inspected visually to detect bunt balls, ergots, weevil grain and weed seeds etc. 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 Phosphene (i) prior to loading or after loading at the rate of 3 gms of phosphene 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 re-circulated and dust retained.

iv) The supplier shall furnish with the consignment(s) a certificate from a competent internationally accredited laboratory indicating that "The residues of the pesticides should not exceed the maximum residual limits listed in Codex Alimentarius".

v) The supplier, 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:

i) 110,000 MT (One Hundred & Ten Thousand) Metric Tons +/- 10% MOLSO Wheat is required, shipment is to be made as per shipment schedule given at Clause-16.

ii) Bid shall be made for a minimum quantity of 110,000 MT with +/- 10% MOLSO.

iii) 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:

Price shall be quoted in US Dollars PMT CFR destinations i.e. **Karachi / Gwadar Ports Basis,** 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 **1100 hours on December 27, 2023. 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 **December 27, 2023, latest by 1100 hours.** Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered. The bids received shall be **opened on December 27, 2023, at 1130 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 blacklisted by TCP or any Government department/autonomous body **(ANNEXURE-II)**.

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

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.2,000/-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

TRADING CORPORATION OF PAKISTAN (PVT) LTD.

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-IV)**, 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-V)** 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 shall 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.

i. The Buyer reserves the right to accept or reject any or all bids wholly or partially.

j. Letter(s) of Acceptance/award shall 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. Parties/Companies/Suppliers/Vendors 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.

l. The Bidder shall submit "Declaration of Ultimate Beneficial Owners Information" as at **ANNEXURE-VI**.

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 shall 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 any other action that the Corporation might deem fit to take. The **affidavit on stamp paper of PKR 100/-** must be submitted along with the bid, on the prescribed proforma given at **ANNEXURE-VII** of Tender Terms.

7. BID EVALUATION CRITERIA AND ACCEPTANCE:

i) Bids shall be evaluated solely on the basis of offered bid price for Karachi / Gwadar Ports Basis, subject to their conformity with terms and conditions of the contract (refer clause-11).
ii) Letter(s) of Acceptance/award will be issued by e-mail as well as by courier to the successful Bidder(s) and/or their Agent(s) in Pakistan within the validity of offer/bid.
iii) Supplier would be required to sign "Integrity Pact" immediately on award of contract as per the format at **ANNEXURE-VIII**.

TRADING CORPORATION OF PAKISTAN (PVT) LTD.

8. **COUNTRY OF ORIGIN:**

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

ii) The cargo (wheat) should not be originated from Israel/India or any other banned/sanctioned country.

iii) If a bidder opt for origins that come under War Zone, then the same bidder has to bid on multiple origins to substitute the origins under war zone.

9. **VALIDITY OF BID(S):**

Offers should be valid for **Five (05) days** from submission of bids.

10. **BID SECURITY:**

i) Bid shall be accompanied by an original Bid Security equivalent to **TWO percent (2%) of the CFR value** in the form of a Demand Draft or Pay Order in PKR (equivalent to US Dollars) or in the form of Bank Guarantee (on prescribed form as at **ANNEXURE-IX**) in US Dollars on or before the date of opening of the tender.

ii) The bid security must be verifiable and en-cashable at the counter of issuing bank (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 en-cashability from the confirming bank in writing at the time of bid evaluation.

iii) Bid Security of the unsuccessful Bidder(s), including those Bid(s) which is/are not accepted for any reason, shall be returned to them within ten (10) working days of award of the tender.

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

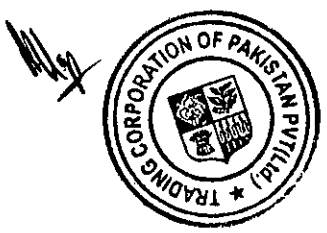
11. **DOCUMENTS CONSTITUTING CONTRACT:**

The IFB (Invitation for Bids), the Terms & Conditions of Tender, the Letter of Acceptance/Award issued by the Buyer, Integrity Pact and Letter of Credit shall constitute the Contract between the Buyer and the Supplier. The contract shall be valid till successful delivery of the goods and settlement of TCP claims by the supplier.

12. **PERFORMANCE GUARANTEE:**

i) Successful bidder shall 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 +10% of MOLSO)** within **FIVE (05) working days** from award of contract, in the form of a Bank Guarantee from a minimum "A" rated (PACRA/VIS) Bank in Pakistan to be furnished in the prescribed form **(ANNEXURE-X)** in favour of Trading Corporation of Pakistan (Pvt.) Limited or in the form of a (Demand Draft) or (Pay Order) in PKR (Equivalent to US dollars).

ii) 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.



iii) Bid Security of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required performance guarantee as per Clause-12(i) to (ii) above.

13. FORFEITURE/RELEASE OF PERFORMANCE GUARANTEE:

i) The Buyer shall forfeit/encash the Performance Guarantee if the Supplier:

a) Fails to supply the goods within the specified period.
b) Commits any breach of contract (refer Clause-11) or fails to fulfill any terms or conditions of the contract (refer Clause-11).
c) If any earlier default / breach of contract is existing and not disclosed by the supplier.

ii) The Performance Guarantee shall 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.

iii) The supplier shall be required to submit written request on principal supplier's or local agent's letterhead alongwith **"No Claims Certificate"** on the principal supplier's letterhead alongwith documentary evidence / swift message(s) for payment of claims (if any), for release of Performance Bank Guarantee in respect of the relevant tender/contract.

14. LETTER OF CREDIT (DOCUMENTARY CREDIT):

i) Information required for opening of L/C (as per **ANNEXURE-XI**) shall be furnished by the supplier (e.g. name of Advising Bank and/or negotiating Bank with complete address and port of loading) within **FIVE (05) working days** after award of the tender. If the delay is on the suppliers part then such delay shall be on supplier's account and the date of shipment shall be calculated from date of award instead of date of opening of L/C.

ii) The Buyer shall establish in favour of the Supplier an irrevocable Letter of Credit in US Dollars or any other acceptable currency if agreed to by TCP, (conversion rate of State Bank of Pakistan (Weighted Average 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 110% 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 Supplier. If Weighted Average 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 shall 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 shall be on suppliers' account.

iii) For any delays in L/C opening due to banking compliance issues relating to war zone origins / ports / shippers / entities / individuals etc., there shall be no relaxation provided to the supplier(s) in shipment schedule.

15. SHIPMENT INSPECTION AND CERTIFICATION

i) The Buyer shall nominate a pre-shipment inspection agency of international repute which shall inspect the cargo for its compliance with the tender T&C, quality and specifications, both at Load and Discharge Ports respectively. The cost of inspection fee of the PSIA shall be paid by the supplier.

ii) The PSIA shall be responsible for inspection of cargo at all three stages i.e. pre-loading, under loading and during unloading/discharging of cargo. Copies of all such

TRADING CORPORATION OF PAKISTAN PVT. LTD.

PSIA Inspections Reports shall be communicated to TCP immediately after issuing by the PSIA.

iii) Detailed Responsibilities and Procedure for PSIA are at **ANNEXURE-XII**.

iv) The Supplier, upon intimation of nominated Pre-Shipment Inspection Agent, shall offer nominated PSIA the stocks as per shipment schedule and also shall ensure PSIA's accessibility to the stocks for inspection, sampling, testing, etc.

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

vi) 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).

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

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

ix) The vessel shall be allowed to sail after:-
   a) 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.
   b) Proper airtight sealing of the covers of the holds/hatches of the vessel.

x) The certificate for Phytosanitary and quarantine at load port shall be issued by government agency of the origin. However, the buyer reserves the right to send its representative as observer/witness at load port for which arrangements shall be made by the supplier as and when such officers are sent for that purpose.

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

xii) The PSIA and Supplier shall ensure that the requirements of the Import Permit issued to TCP by Department of Plant Protection (DPP) Pakistan (copy of which shall be provided to the successful bidder/nominated PSIA) shall be fully complied with /met.

xiii) PSIA is required to collect samples at discharge port and send these samples at internationally accredited laboratory(ies) in Pakistan for testing of same parameters / specification with alternate/available testing methods in Pakistan.

16. SHIPMENT SCHEDULE:

i) The supplier 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.	10th to 15th January, 2024	Minimum 55,000 MT (+/- 10% MOLSO)
2.	17th to 22nd January, 2024	Minimum 55,000 MT (+/- 10% MOLSO)
TOTAL		**110,000 MT (+/- 10% MOLSO)**

ii) The shipments shall be made in such a way that the whole awarded quantity must arrive in Pakistan by **February 12, 2024.**

iii) 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.

iv) 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.

TRADING CORPORATION OF PAKISTAN (PVT) LTD.

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

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

vii) 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.

viii) Inordinate delay in the voyage time without any genuine reason of weather, duly notified to the buyer, would attract violation of tender term and would be subject to penalties under clause-17, 26 and 27, as the case may be.

17. LATE SHIPMENT PENALTY:

If the goods are not shipped within the contracted period, the Buyers shall accept late shipment for a maximum period of **Five (05)** days subject to payment by the suppliers of penalty @US$ 0.25 per metric ton per day. Any further extension shall be at the sole discretion of buyer at supplier's risk for acceptance of vessel and the penalty rate shall be doubled every subsequent five (05) days on pro-rata basis subject to maximum rate of US$1PMT per day. Late shipment penalty shall be counted from the date of sailing (as mentioned in the sailing advice) as specified in Clause-16(i), duly supported by Statement of Facts (SOF). In case of discrepancy in the date of nomination and shipment, the decision of TCP for calculation of late shipment penalty shall prevail.

18. NOMINATION AND AGE OF VESSEL:

i) The supplier 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 to load and unload at specified ports. Proof of such regular pattern of trading should be dated prior to the date of shipment. In the event of vessel being over 15 years, Supplier should pay overage insurance premium as per Lloyds of London scale or to be adjusted from the L/C retirement, directly by the bank, at actual, as per Insurance Company invoice. The vessel on its last voyage prior to ship-breaking will not be acceptable, under any circumstances. For Gwadar Port, only geared vessels are acceptable. At the time of acceptance of vessels at Gwadar, TCP may revise the quantities as per requirements of port parameters.

ii) The supplier shall prefer to engage PNSC carrier for supply of wheat to TCP.

19. TERMS OF SHIPMENT ON CFR KARACHI / GWADAR PORTS 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 (4,000) MT** at Karachi/Gwadar Ports 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 Twenty-Five Thousand (25,000) PWWD** and proportionate of any part of the day. Dispatch money, if any, shall be paid by the Supplier to Receiver at half of the demurrage rate for working time saved. Lay time shall commence after twenty four (24) hours of the acceptance of Notice of Readiness. NOR must be received in writing, in original, in the office of the Receiver during office hours (0830 hours to 1630 hours) from Monday to Friday. NOR through any other mode shall not be accepted. Notice of Readiness (NOR) must be tendered immediately after completion of voyage time/reaching Pakistan waters limit.



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) Supplier shall advise G.M. (D&POD), TCP by email address: sheerazocp@gmail.com, gm.dpod@tcp.gov.pk andgmfa@tcp.gov.pk 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 / Gwadar 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 Shipping / Vessel Agent to be appointed by the Suppliers/Owners paying customary agency fee together with port charges/vessel expenses at discharge port.

xii) The Suppliers shall 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 letterhead 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 supplier'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 supplier'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) Vessels carrying the goods shall not be owned, chartered, leased, or operated by Israel/India or any other banned/sanctioned country or by nationals or residents of Israel/India or any other banned/sanctioned country, and shall not be of Israeli/India or any other banned/sanctioned 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 shall 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 Supplier. In such case, the terms & conditions of tender/contract between Buyer and Supplier shall prevail.

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

xx) All taxes or levies on goods in Supplier's country shall be on Supplier'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. However, for Gwadar Port, only geared vessels are acceptable. At the time of acceptance of vessels at Gwadar, TCP may revise the quantities as per requirements of port parameters.

xxii) The Supplier shall 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/ Gwadar Ports basis.

TRADING CORPORATION OF PAKISTAN (PVT) LTD.

xxiii) Supplier must notify the Buyer promptly of vessel nomination. The Supplier 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 load port and expected time of arrival at load port.

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

xxvi) Supplier to provide Buyer **ten (10) and seven (7)** days pre-advice of vessel's ETA at discharge port. Buyers shall 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 shall 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 shall not be counted towards lay time. Time useas 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, shall 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 shall be counted towards laytime.

20. INSURANCE:

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

ii) The Supplier shall, immediately within twenty four (24) hours of sailing of the vessel to Pakistan, **through fax/e-mail inform the Buyer (Fax nos. (0092-21) 99202722 & 99202595 and e-mail (sheerazocp@gmail.com, gm.dpod@tcp.gov.pk and gmfa@tcp.gov.pk), the buyer's nominated Insurance Company and the opening bank,** the following details of shipment:-

a) Name of vessel.

b) Sailing date.

c) Port of shipment.

d) Invoiced quantity and value of the goods, Bills of Lading wise.

e) ETA of vessel at Discharge Port in Pakistan

iii) This shall 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 Supplier by the Buyer shall be quoted in commercial invoice.

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

v) Origins wherefrom insurance is not provided by TCP's insurers, or provided at higher rates due to special circumstances of the origin such as war/conflict, the respective supplier shall be responsible for payment of insurance premium to the extent of amount over and above TCP's normal insurance rate of 0.05%, if insurance cover is provided by TCP's insurer at higher rates. The supplier shall make the payment due from it at the time of insurance of the vessel. Any mark-up accrued due to delay/non-payment shall also be on the supplier's account.

vi) If the supplier is responsible only for arrangement/provision of War & SRCC cover, due to extraordinary circumstances, the supplier shall arrange for insurance cover certificate from an international insurance company, with a Pakistani agent mentioned in the insurance certificate. The certificate shall be to the order of TCP, identifying TCP as the beneficiary. The supplier shall send the original certificate to TCP along with proof of payment.

vii) If, due to extraordinary circumstances, TCP is responsible for arrangement/provision of Marine Insurance cover only, and at a rate higher than its normal rate, the payment of insurance premium to the extent of amount over and above TCP's normal insurance rate of 0.05%, shall be the suppliers' responsibility. The supplier shall make the payment due from it at the time of insurance of the vessel. Any mark-up accrued due to delay/non-payment shall also be on the supplier's account.

viii) The payment for goods, under cases mentioned at Sr. (vi) & (vii) above, shall only be made upon arrival of ship/delivery of goods at the discharge port, as explained in Clause-22(xi).

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 (alongwith markup, if any) 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:

i) The Letter of Credit shall be negotiable at sight for hundred percent (100%) invoice value on presentation of following documents only within Seven (07) Pakistan working days after receipt of original documents at the counter of L/C issuing bank without discrepancy:

a) **Commercial Invoice (Supplier's Invoice):** Original.
b) **Bill of Lading:** Complete set of original "Clean on Board" Charter Party Bill of Lading marked "Freight Prepaid".
c) **Certificate of Quality**: Original, issued by the Supplier.
d) **Certificate of Origin:** Original issued by authorized Government Agency of the country of Origin or Chamber of Commerce if nominated by the country of origin.
e) **Supplier's Certificate:** Original, confirming that all the terms and conditions of the contract have been complied with.
f) **Crop Year Certificate:** Original, issued by Ministry of Agriculture or the concerned Chamber of Commerce or any other agency authorized by

TRADING CORPORATION OF PAKISTAN (Pvt) Ltd.

Government of the country of origin indicating the crop year as the latest crop of the origin.

g) **Pre-shipment Inspection Certificate:** Original, issued by the PSIA nominated by 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 and testing laboratory of international repute (as at clause-15), quantity, quality, compliance with required specifications, 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.

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

i) **Fumigation Certificate:** Original, issued by Government authorized agency of the country of origin/port of shipment.

j) **Certificate of Standard & Quality:** Original, from government authorized 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)."

k) **Radiation Certificate:** Original, issued by the authorized government agency of the country of origin/Port of shipment.

l) **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.

m) **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).

n) **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".

ii) TCP may assign its nominated PSIA to check and issue any certificate at Clause-22(i) except Phytosanitary Certification, if not provided / issued by the relevant designated department/entity/agency of the relevant country of origin.

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

iv) All bank charges in Pakistan connected with opening of the Letter of Credit, shall be on the Buyer's account. In case any amendment or extension in L/C is desired by Supplier, the expenses shall be for Supplier's account. If the L/C is required to be confirmed by the Suppliers, 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 Supplier.

v) 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 Supplier.

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

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

viii) Part shipment and part payment is allowed.

ix) Vessel of Israel/India or any other banned/sanctioned country flag excluded for transportation.

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

TRADING CORPORATION OF PAKISTAN (PVT) Ltd.

xi) In case clause 20(vi) & (vii) are applicable, the Letter of Credit shall be negotiable at sight for hundred percent (100%) invoice value upon arrival of ship/delivery of goods at the discharge port.

23. DELIVERY OF DOCUMENTS:

i) The Supplier shall send by e-mail the non-negotiable documents to General Manager (D&POD) Trading Corporation of Pakistan Limited at sheerazocp@gmail.com and gm.dpod@tcp.gov.pk, at least five days before the arrival of vessel in Pakistan.

ii) The Supplier 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 Supplier 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:

i) Should any of the force majeure circumstances, namely Acts of God, natural calamity, fire, government restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/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 fifteen (15) days, 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.

ii) Supplier 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.

iii) A certificate / Notification issued by the concerned Government Agency or Chamber of Commerce of the Supplier's or the Buyer's country shall be acceptable proof of the existence and duration of such circumstances.

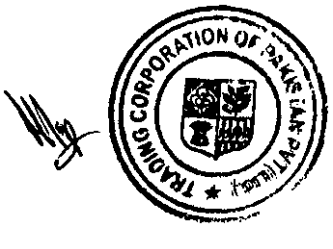
iv) In case of origins situated under War Zone or origins falling under any international sanctions, any request for declaration for force majeure shall not be entertained.

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 Supplier. 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 Supplier 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:

i) If the goods are not shipped within the contracted period of shipment, the Supplier 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.

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

27. CANCELLATION OF CONTRACT:

If the Supplier 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 (PVT) LTD.

ANNEXURE-I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM FOR TENDER NO.TCP/MA&TD/WHEAT/ 23-1/2023 DATED NOVEMBER 24, 2023 FOR IMPORT OF 110,000 MT WHEAT (+/- 10% 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	OFFER ON CFRKARACHI / GWADAR PORTSBASIS
1.	Quantity in Figures	
2.	Quantity in Words	
3.	Price in figures (US$/MT)	
4.	Price in Words (US$/MT)	

Note:

i) Bid security as per clause-10 shall be submitted equivalent to TWO percent (2%) of the CFR value.

ii) Bids shall be evaluated solely on the basis of offered bid price for Karachi / Gwadar Ports Basis, subject to their conformity with terms and conditions of the contract (refer clause-11) and contract 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 No. and 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 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

ANNEXURE-III

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 shall 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

ANNEXURE-IV

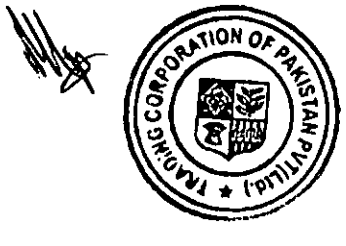
(To be printed on the letterhead of the Bidder)

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/23-1/2023 dated November 24, 2023 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>	<Name>
Designation authorized One	Designation Authorized Signatory Two



UNDERTAKING

We hereby undertake that we shall:

a. Supply wheat free from Tilletia Indica and TilletiaWalker;

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 _____

TRADING CORPORATION OF PAKISTAN PVT(Ltd.)

ANNEXURE-VI

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

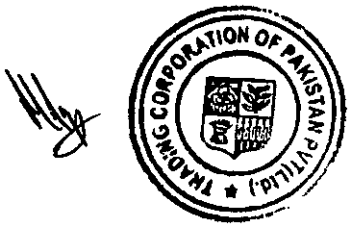
1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/limited liability Partnership/ Association of - Persons/Single Member Company/partnership Firm/Trust/Any other individual body corporate (to be specified)	Date of Incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or Interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2, ,	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's/Husband's Name in full	Current Nationality (ies)	Any other Nationality (ies)	Occupation	Residential Address in full or the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and signature
(Person authorized to issue notice on behalf of the company)



ANNEXURE-VII

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____, resident(s) 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/23-1/2023 dated November 24, 2023, 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

TRADING CORPORATION OF PAKISTAN PVT.(Ltd.)

ANNEXURE – VIII

INTEGRITY PACT

Declaration of fees, commission and brokerage payable by the suppliers of goods, services, and works

[the 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.

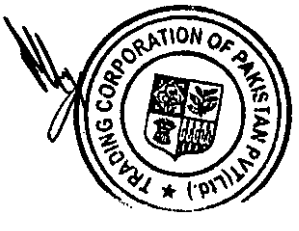
Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees, monies paid, committed or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either 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 Supplier] certifies that it has made and shall 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 shall not take any action to circumvent the above declaration, representation or warranty.

[the 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 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 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-IX

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/23-1/2023 dated November 24, 2023 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 shall 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 shall 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.

ANNEXURE-X

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 "SUPPLIER") on the terms and conditions governing the respective contract.

2. AND whereas the Supplier 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 Suppliers 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 Supplier has performed the contract No.TCP/MA&TD/Wheat/23-1/2023 dated November 24, 2023 and fulfilled the terms and conditions of the contract, shall be the Buyer.

5. We further understand that any grant of time or indulgence to the Supplier 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 180 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 –
Complete information about the Shipper from port of shipment
In case shipment is to be made from country other than mentioned above
· Name of the country
· Complete information about the Shipper from port of shipment
· Port of shipment.
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

ANNEXURE-XII

RESPONSIBILITIES & PROCEDURE FOR PSIA IN ADDITION TO CLAUSE 15 & 21 OF CONTRACT:

1) **RESPONSIBILITIES OF THE INSPECTION AGENT**

a) The Buyer's appointed pre-shipment inspection agency of international repute (both at Load Port and Discharge Port) will be responsible for inspection of cargo at all three stages i.e. pre-loading, under loading and during unloading/discharging of cargo at load/discharge port(s). Copies of all such pre-shipment inspections Reports shall be provided to TCP immediately after issuance by the PSIA. The load port reports shall constitute mandatory requirement for retirement of L/C.

b) The Inspection Agent 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 international methods of Pre-shipment Inspection.

ii) Carryout comprehensive inspection of cargoes/goods for quality, quantity, buyers required specification conformity, sampling, weighing etc. in order to ensure that the provisions of the relevant tender / contract and /or instructions issued by the buyer/TCP 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 TCP.

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 at both load and discharge ports respectively.

vi) Bring discrepancies and defects to the notice of the buyer/TCP immediately 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.

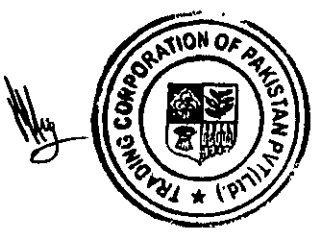
viii) The inspection certificates relating to Clause No 22(g) and (j) above, are to be issued by the PSIA.

ix) 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.

x) Ensure that inspection is carried out by them 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 prescribed in the international standards unless prescribed otherwise in the TCP's relevant tender / contract.



ii) The sampling and testing of cargo/commodity shall be done in accordance with the highest international standards, from internationally recognized/accredited foreign laboratories.

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 also 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 Suppliers, and one to be kept under the custody of the Inspection Agent). All samples must be duly signed by the Suppliers/ultimate suppliers, representative of the Corporation (if available) and the PSIA.

x) The Inspection Agent shall 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 shall cover all 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 supplier 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.

3) DISCHARGE PORT INSPECTION PROCEDURE:

PSIA is required to collect samples at discharge port and send these samples at internationally accredited laboratory(ies) in Pakistan for testing of same parameters / specification with alternate/available testing methods in Pakistan.