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

No.TCP/T&R/UREA/24-1/2024 July 08, 2024

INTERNATIONAL TENDER FOR IMPORT OF 150, 000 MT UREA ± 5% MOLSO
INVITATION FOR BIDS

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites sealed bids from the International Urea Suppliers/producers for supply of **150,000 (One Hundred & Fifty Thousand) metric tons (MT) with ± 5% MOLSO Urea, directly or through their local offices or representatives (registered with provincial/federal tax authorities)** having capacity to supply 'Urea' **(in bulk)** through worldwide sources, on **CFR Karachi / Gwadar basis (in bulk shipment). Shipment is to be made as per shipment schedule given in the Tender Document** and subject to the terms and conditions specified in 'Tender Document', which include the following:

(i) Urea 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 30,000 MT +/- 5% MOLSO will not be accepted; and
(iii) Total quantity of Urea must reach the designated port(s) 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 Saturday & Sunday), till **1200 hours** on **July 29, 2024** 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) Manager Incharge, 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. 114, Street11, PIIAF 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) or ten (10) US Dollars prior to dropping the bid envelope in the tender box within the specified time as mentioned at Para-2 above.

4. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before **July 29, 2024, latest by 1200 hours (as per Rule-21A of PPRA Rules, 2004).** Bids will be opened on the same day at **1230 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 which have been blacklisted or against whom black listing procedures have been initiated by TCP shall not be eligible to participate in the tender. Detailed specifications/requirements are indicated in the Tender Document containing tender terms & conditions. TCP reserves the right to accept or reject any or all offers wholly or partially or bifurcate or increase/decrease the tender quantity as per PPR-2004.

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

(SHEERAZ ALI SHAHZAD)
General Manager (T & R)

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

EMERGING PAKISTAN

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

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No.TCP/T&R/Urea/24-1/2024 **July 08,2024**

INTERNATIONAL TENDER FOR IMPORT OF 150,000 MT (ONE HUNDRED & FIFTY THOUSAND METRIC TONS) UREA +/- 05% MOLSO (MORE ORLESS AT SELLER'S OPTION)

TERMS & CONDITIONS

1. INVITATION FOR BIDS:

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Government of Pakistan, Karachi (herein after referred to as **BUYER**) invites bids for supply of **150,000 MT (One Hundred & Fifty Thousand Metric Tons)** +/- 5% MOLSO (More or Less at seller's option) Urea Fertilizer (Granular and / or Prilled in bulk) through import from worldwide sources on CFR basis.

2. The supply/import of Urea, as above, shall be governed by the Imports and Exports (Control) Act, 1950 (as amended from time to time), provisions of the Trade Policy in force,Public Procurement Regulatory Authority (PPRA) Rules, 2004 and the orders/notifications issued there under; and shall be in accordance with the requirements/specifications or as prescribedby Pakistan Standards Quality Control Authority (PSQCA), for imported Urea, as reproduced hereunder:-

"COMMODITY SPECIFICATIONS/REQUIREMENT":

The material shall be Non powdered, White, free flowing and free from harmful substances at the time of loading and shall comply with the requirements specified as follows (Table-I), when tested according to the methods prescribed in column – 5 of the Table-I, as prescribed by the PSQCA:

TABLE-I

2(i) REQUIREMENTS/SPECIFICATIONS FOR UREA FERTILIZER (PRILLED AND/OR GRANULAR)

S No	Characteristics	Requirements		Appendix
		Prills	Granules	
1	2	3	4	5
1	Physical condition	White, Free flowingPrills	White, Free flowing Granular	Visual inspection
2	Moisture % by weight, Max.	0.5%	0.5%	B
3	Nitrogen content % by weight min	46%	46%	C
4	Biuret % by weight, Max	1.5%	1.5%	D
5	Formaldehydes % by weight. Max]	0.7%	0.7%	E
6	Free ammonia. Max	250 ppm	250 ppm	F
7	Size distribution (In diameter)**90%**	1 to 3 mm 90%	+2 to 4 mm, 90% Min +4 mm, 7 % Max -2 mm, 3 % Max	G
8	Crushing strength , min	---	2 kg	H

2 (ii) SAMPLING

"The procedure of sampling and testing of Urea fertilizer (Prilled and/or Granular) given in appendices A, B, C, D, E, F, G & H are only for seller's information. The details given at (**ANNEXURE-I**). However, it is the responsibility of the concernedPSIA to follow the given procedure while inspecting the offered stocks."

3. **QUANTITY: -**

i) **150,000 MT (One Hundred & Fifty Thousand) Metric Tons +/- 5% MOLSO Urea in Bulk is required, shipment(s) to be made as per shipment schedule given at Clause-15.**

ii) Bid shall be made for a minimum quantity of 30,000 MT with +/- 5% MOLSO. Any bid less than 30,000 MT +/-5% MOLSO will not be accepted. Only firm offers/quantity will be considered.

iii) The bidders are required to quote single rate for Karachi /Bin Qasim /Gwadar Port(s).

iv) Multiple rates/prices for the offered quantity by the same bidder shall not be accepted.

v) The buyer reserves the right to purchase either more or less than the advertised quantity and/or the quantity offered in the bid, as per PPRA Rules.

vi) Part shipment of accepted bid is allowed as per clause-15.

vii) Containerized shipment is not allowed.

viii) The port of arrival/discharge will be Karachi Port/Port Bin Qasim/Gwadar Port as designated bythe buyer. The buyer reserves the right to divert the Vessel to any specific port in Pakistan.

4. **METHOD OF PROCUREMENT:**
Single Stage – One Envelope.

5. **CLARIFICATION / REJECTION OF BIDS:**

i) **BASIS OF OFFERS/ PRICE**

a. Price shall be quoted in US Dollars PMT CFR Karachi Port/Bin Qasim Port / Gwadar Port, as per Bid Form **(ANNEXURE-II)**.
b. Afloat cargo shall not be accepted.
c. Containerized shipments not allowed.
d. The discharge port will be subject to clause-3(viii).
e. Bagged Cargo is not allowed.

ii) **SUBMISSION OF BIDS/ EVALUATION CRITERIA:**

a. The bid documents can be purchased from designated offices / downloaded from the websites of the TCP (www.tcp.gov.pk) or PPRA (www.ppra.org.pk) till **1200 hours on July 29, 2024**. **Interested foreign suppliers / producers** may submit their bids in sealed envelopes to be received / dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shahra-e-Faisal, Karachi on **July 29, 2024 latest by 1200 hours.** Bids received through fax and e-mail or any other means except as prescribed above, shall not be considered. The bids received will be **opened on July 29, 2024 at 1230 hours (thirty minutes after deadline for submission of bid)** in the TCP's Board Room in presence of bidders or their authorized representatives who may wish to be present. In case of foreign suppliers with no local representative, a request for witnessing the bid opening procedure online through authorized representative with a request to the effect on company's letter head alongwith passport details of attending representative shall be made to TCP.
b. The bidders are required to furnish the following documents alongwith their bids:

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

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

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

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 seller/company or his local representative had never been blacklisted by TCP or any Government department/autonomous body**(ANNEXURE-III)**.**However, international suppliers/producers having no local representation and bidding directly shall submit the same undertaking on their official letterhead.**

vii) An **Affidavit on stamp paper of PKR 100/-** to the effect that the principal seller/company or his local representative have fulfilled their previous contractual obligations with TCP before Tender opening date. The seller shall also disclose information relating to court cases of the bidders and their local agents against TCP or Government/Autonomous bodies **(ANNEXURE-IV)**. **However, international suppliers/producers having no local representation and bidding directly shall submit the same undertaking on their official letterhead.**

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

ix) Wherever applicable, 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-II** along with original receipt of Rs.2000/- or ten (10) US Dollars on account of purchase of tender documents in the name of Bidder or his authorized Local Representative or Pay Order/Bank Draft in favor of TCP for the equivalent amount.
d. The tender documents can also be downloaded from official websites of TCP www.tcp.gov.pk and PPRA www.ppra.org.pk. However, in such case, cash receipt from TCP Cash Section or a Pay Order/Demand Draft for Rs.2,000 (Rupees Two Thousand Only) or ten (10) US Dollars in favor of Trading Corporation of Pakistan, Karachi must be submitted along-with the bid.
e. Bids must be submitted through Bidder's local agent or manufacturer directly or through his authorized agent 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-V)**, a copy of which shall also be sent to G.M. (T&R), TCP directly by the Bidder through fax (before opening of bids) as well as courier.
f. The local agent of the bidder will be authorized to obtain tender documents, submit offers, negotiate and sign contracts and other documents on behalf of principal bidder. In case of litigation and/or arbitration between TCP & principal bidder, summons or any other legal process served on the local agent shall be admitted and held as valid as if served upon the principal bidder.
g. The Buyer reserves the right to accept or reject any or all bids wholly or partially.
h. The interested parties who have not fulfilled their 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 sellers against whom blacklisting process has been initiated or they have been blacklisted by TCP/PPRA are not eligible to participate.

6. BLACKLISTING:

All the papers/documents and the information furnished by the Principal Seller and / or its Local Agent alongwith 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 Seller and/or its Local Agent will be liable to blacklisting attracted under TCP's Public Notice No.1 of 2010 dated September 03, 2010, besides other action that the buyer might deem fit to take. The **affidavit on stamp paper of PKR 100/-** must be submitted alongwith the bid, on the prescribed proforma given at **ANNEXURE-VI** of Tender Terms. **However, international suppliers/producers having no local representation and bidding directly shall submit the same undertaking on their official letterhead.**

7. BID EVALUATION CRITERIA AND ACCEPTANCE:

i) Bids shall be evaluated solely on the basis ofoffered bid price, 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) Seller would be required to sign "Integrity Pact" immediately on award of contract as per the format at **ANNEXURE-VII**.
iv) Seller would be required to submit Beneficial Ownership Information immediately after award of contract as per **ANNEXURE-VIII.**

8. COUNTRY OF ORIGIN:

i) "Country/ies of Origin of Urea offered should be specifically mentioned in the Bid Form **ANNEXURE-II**.
ii) Biddershall give a certificate confirming the availability of stock".
iii) The cargo (Urea) should not originate from Israel/India or any other banned/sanctioned country.
iv) If a bidder opts for origins that come under a War Zone, then the same bidder has to bid on multiple origins to substitute the origin under a war zone.

9. VALIDITY OF BID(S):

Offers should be valid for minimum **Eighty (80) Hours** from submission of bids i.e. August 01, 2024 at 2000 hours.

10. BID SECURITY:

i) Bid shall be accompanied by an original Bid Security:
   A) **FOR MANUFACTURERS:** Equivalent to **ONE percent (1%) of the CFR value of bid quantity,** in the form of a Demand Draft or Pay Order in PKR (equivalent to US Dollars at the exchange rate on or a day preceding the date of opening of the tender) 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.

   B) **FOR SUPPLIERS OTHER THAN MANUFACTURERS:** Equivalent to **TWO percent (2%) of the CFR value of bid quantity,** in the form of a Demand Draft or Pay Order in PKR (equivalent to US Dollars at the exchange rate on or a day preceding the date of opening of the tender) 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 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 Creditalongwith submission of the valid Performance Guarantee shall collectively constitute and be considered as the Contract between the Buyer and the Seller.The contract shall be valid till successful and complete delivery of the goods as per the terms and conditions of this contract and settlement of buyer's claims by the seller.

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 +5% of MOLSO)** within **FIVE (05) working days** from award of contract, in the form of a Bank Guarantee in US Dollars 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/ Pay Order in PKR (Equivalent to US dollars at the exchange rate on or a day preceding the date of opening of the tender).

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 buyer and settlement of any/all claims under this contract/tender by both the seller 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 sub clause-(i) above.

13. FORFEITURE/RELEASE OF PERFORMANCE GUARANTEE:

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

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

ii) The Performance Guarantee shall be released to the sellers 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 sellershall be required to submit written request on principal seller's or local agent's letterhead alongwith **"No Claims Certificate"**on the principal seller's letterhead and 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) Complete information required for opening of L/C (as per **ANNEXURE-XI**) shall be furnished by the seller (e.g. name of Advising Bank and/or negotiating Bank and confirming bank, if applicable, with complete address and port of loading), through official email / dispatch to General Manager (T&R) at sheerazocp@gmail.com / gm.tr@tcp.gov.pkand copy to General Manager (Finance & Accounts) at gm.fa@tcp.gov.pk, immediately after award of contract.The delay in furnishing the L/C information and consequent delay in opening of L/C shall be on sellers' account.

ii) The Buyer shall establish in favour of the Seller an irrevocable Letter of Credit shipment/vessel wise in US Dollars or any other mutually acceptable currency, (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 105% of the value of contracted quantity through a scheduled bank in Pakistan after receipt of required Performance Guarantee along with the complete information required for opening of LC from the Seller. If Weighted Average 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 the buyer.The seller must fulfill the requirements of L/C opening / issuing bank including compliance requirements for the purpose of L/C opening.

iii) The buyer would try to establish L/C before the start of specific shipment window. However, any delays in L/C opening due to banking compliance issues relating to war zone origins / ports / shippers / entities / individuals / incomplete information etc., there shall be no relaxation provided to the seller(s) in shipment schedule. If the L/C is delayed at buyer's end due to reasons other than specified herein, the buyer may consider relaxing the shipment schedule/ applicable penalty.

15. SHIPMENT/DELIVERY:

i) Shipment Schedule:

SR. NO.	SHIPMENT WINDOW	SHIPMENT SIZE
1	16-20 August, 2024	1 shipment of 50,000 MT (+/-5% MOLSO) OR 2 shipments of 30,000 MT (+/-5% MOLSO)
2	21-25 August, 2024	1 shipment of 50,000 MT (+/-5% MOLSO) OR 2 shipments of 30,000 MT (+/-5% MOLSO)
3	26-30 August, 2024	1 shipment of 50,000 MT (+/-5% MOLSO) OR 1 shipment of 30,000 MT (+/-5% MOLSO)
TOTAL		**150,000 MT (+/-5% MOLSO)**

ii) The shipments shall be made inlots and in such a way that the entire cargomust arrive in Pakistan by **September 25, 2024.**

iii) Any shipment beyond the arrival schedule at sr.(i) above, shall be subject to tender terms and conditions including penalties under clause No.16, 25, and 26, 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.

v) In case L/C is delayed due to any fault of seller, the corresponding delay caused in shipment, if any, would be on sellers' 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 buyer, instead the shipment meant for final destination/discharge port shall only be considered as shipments to buyer.

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-16, 25 and 26, as the case may be.

16. LATE SHIPMENT PENALTY:

If the goods are not shipped within the allocated shipment window, the Buyers may accept late shipment for a maximum period of **five (05)** days subject to payment by the sellers of penalty **@US$0.25per metric ton** per day. Any further extension shall be at the sole discretion of buyer at seller'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-15(i).

17. PRE-SHIPMENT INSPECTION:

i) The Buyer shallnominate an independent 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, sampling, testing etc. and PSIA fee shall be borne by the seller.

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

iii) The Seller shall offer to the Buyer's nominated PSIA, the stocks as per shipment schedule and also shall ensure PSIA accessibility to the stocks for inspection, sampling, testing, etc.

iv) The PSIA shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the international trade practice, prior to loading of cargo tendered by the seller for shipment. Seller will load the cargo on vessel after receipt of quality certificate duly supported with Lab test reports/results from PSIA. Guidelines for pre-shipment inspection are at **Annexure –XII**.

v) The PSIA shall allow sailing in writing after ensuring that cargo is as per specifications provided in the tender alongwith a clear mention that sealing of the cover of the holds/hatches of the respective vessel are properly sealed/air tight.

vi) The buyer reserves the right to send its representative as observer/witness at load port for which arrangements shall be made by the seller as and when such officers are sent for that purpose.

18. AGE OF VESSEL:

i) The seller shall ensure that the goods are shipped on a geared 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 twentyfive (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, Seller should pay overage insurance

premium as per Lloyds of London scale or to be adjusted from the L/C, directly by the bank, at actual, as per Insurance Company invoice. The vessel on its last voyage prior to ship-breaking will not be acceptable, under any circumstances.

ii) The seller shall prefer to engage PNSC carrier for supply of Urea.

19. TERMS OF SHIPMENT ON CFR FREE OUT BASIS:

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

ii) The cargo to be discharged at the average rate of **Three Thousand Five Hundred (3,500) MT** at prescribed discharge Port, per weather working day (PWWD) of twenty four (24) consecutive hours based on minimum number of five (05) holds. **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 Seller 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). 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) Seller to notify to buyer immediately at least five (5) days prior to ETA at load port the nomination of carrying vessel along with the name of load port for getting it accepted by the buyer.

iv) Seller shall advise G.M. (D&POD), TCP by email address: gm.dpod@tcp.gov.pk, sheerazocp@gmail.com and gm.fa@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 Port/Bin Qasim Port/Gwadar Port within twenty four (24) hours of sailing of vessel to Pakistan

v) Trans-shipment not allowed.

vi) Vessel not to load any other cargo/consignment(s).

vii) Buyer's nominated vessel / shipping agent to be appointed by the sellers/ship-owners paying customary agency fee, together with port charges/ vessel expenses at discharge port.

viii) Delivery of cargo to be allowed against Indemnity Bond,as per P & I Club's format, on Buyer's letterhead in lieu of original Bill(s) of Lading.

ix) The Tally Room of the vessel shall be accessible to the Buyer and his Surveyor as well as his Handling Agent.

x) The vessel carrying the cargo shouldnot have the flag of the Israel/India or any other banned/sanctioned country.

xi) The Bill(s) of Lading shall be issued by a person authorized by the Ship-owner/Master of the vessel. Any other bill(s) of lading will be considered null and void. Stale Bill of Lading is not acceptable.

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

xiii) Geared vessels only bulk carrier is acceptable but twin Decker is not acceptable.

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

xv) Seller must notify the Buyer promptly of vessel nomination. The Seller shall indicate and submit to the Buyer, upon nomination, the vessel's name, IMO Number, flag, age, P & I valid membership with full style of P & I, ISM certificate, classification society and registry certificate, number of hatches and holds, number

and capacity of cranes/derricks and gears, full styles/contact details of head-owner, despondent owner & operator and also mention the name of load port and lay can (Laycan) should not be more than seven days).

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

xvii) Seller to provide Buyer ten (10) days, seven (7) days, 96 hours, 72 hours, 48 hours and 24 hours pre advice of vessel ETA at discharge port.

xviii) 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.

xix) Vessels to be in free pratique. Laytime will not commence till clearance and vessel comes in free pratique.

xx) Discharging at one or two safe berths at any port in Pakistan as designated bybuyer with cost and shifting time on Shipowner's account, even if vessel is under demurrage. Time lost in shifting of vessel from berth(s) to berth(s), vessel adjustment time lost on the same berth as per requirement of Port Authority and shifting time from outer anchorage to berth will not be counted towards lay time even if vessel is under demurrage. Any/all dockage quay and/or port dues/charges are to be paid by Ship owner.

xxi) Master of the vessel and/ or local shipping agent shall notify Receiver (Buyer) by cable or fax and email atgm.dpod@tcp.gov.pk&sheerazocp@gmail.com ten (10) days, seven (7) days, 72 hours, 48 hours and 24 hours in advance confirming *vessel arrival time of discharge port of Pakistan. Any variation of 12 hours or more* in the arrival time requires an additional notification by fax/cable. All port charges including tax on vessel shall be paid by ship owner at the Discharge Port.

xxii) First opening of Holds/Hatches not to be counted towards lay time.

xxiii) The first port of discharge (after sailing of the vessel from load port) will be any port in Pakistan as designated by the buyer, after arrival and registration of vessel at designated port in Pakistan, the vessel shall not sail for any other port, prior to completion of discharge of buyer's cargo at the designated port.

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

xxv) Ship owner must fully abide by all regulations and orders of port authorities.

xxvi) *The vessel to allow work at all times of the day or night. The owners to guarantee* gear tested not more than one year prior to readiness.

xxvii) The vessel to supply, free of expense to the receiver, light for night work and power to drive winches, derricks or hydraulic cranes of **25 tons** capacity, **grabs** and bagging plants. The vessel also to supply fresh water for stevedores free of expense. Any time lost by reason of breakdown of the vessel winches, Power and/or derricks not to count.

xxviii) No cargo to be loaded in the deep tanks, alleys and inaccessible places. If loaded, unloading time not to count. All damages to ship due to discharging from deep tanks will be owner's liability. Damages, if any, to ship during course of discharge to be settled directly between owners and party concerned at port.

xxix) The Seller will airmail Charter Party before arrival of vessel at Karachi /Bin Qasim /Gwadar Port(s) and also send the soft typed copy of charter party on emailatgm.dpod@tcp.gov.pk&sheerazocp@gmail.com.

xxx) Owners will be responsible for meeting all specifications and port restrictions of LOA / beam / draft / flag / gear / ISPS.

xxxi) In case of damaged cargo, the cost of damaged cargo and resultant duties and plus extra cost, if any, will be at owners' cost and same be paid prior to sailing. Time used for discharging of damaged cargoes shall not be counted towards laytime. Only the time used for unloading of sound cargo will be counted towards laytime.

xxxii) In case of any slow discharge due to overage vessel or slow moving cranes / gears ,buyer reserve the right to reduce rate of discharge on the basis of joint survey report.

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 Seller, once the arrangement is finalized.

ii) The Seller 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:** gm.dpod@tcp.gov.pk, sheerazocp@gmail.com and gm.fa@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 Seller by the Buyer shall be quoted in commercial invoice.

iv) In addition to the overage insurance premium as mentioned in Clause-18, seller 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 the buyer's insurers, or provided at higher rates due to special circumstances of the origin such as war/conflict, the respective seller shall be responsible for payment of insurance premium to the extent of amount over and above buyer normal insurance rate of 0.05%, if insurance cover is provided by the buyer insurer at higher rates. The seller 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 seller's account.

vi) If the seller is responsible only for arrangement/provision of War & SRCC cover, due to extraordinary circumstances, the seller 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 seller shall send the original certificate to buyer along with proof of payment.

vii) In case buyer is required to arrange 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 buyer normal insurance rate of 0.05%, shall be the sellers responsibility. The seller 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 seller'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, subject to clearance from commercial banks / SBP as explained in Clause-22(j).

21. POST LANDING SURVEY:

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

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

iii. The discharging shall be allowed to commence by Buyer's Surveyor on completion of port formalities under intimation to General Manager (D&POD) TCP, Karachi.

22. **PAYMENT:**

a. The Irrevocable Letter of Credit shall be negotiable for hundred percent (100%) invoice value on presentation of following documents only within five (05) Pakistan banking working days after receipt of clean original documents at the counter of L/C issuing bank without discrepancy:-

i. **Seller's Invoice.**
ii. Full set of clean shipped on board **Charter Party Bill of Lading** (comprising not less than three/03 originals) drawn or endorsed to the order of Opening Bank showing "**FREIGHT PREPAID**" and marked notified party (name of applicant party alongwith full address) and opening bank.
iii. **Certificate of Quality** issued by the exporter/seller/prime-producer indicating total conformity with specifications, the month and year of production.
iv. **Certificate of Pre-Shipment Inspection regarding Quality and Quantity/Weight** by the PSIAnominated by the Buyer.
v. **Certificate that Urea is free from harmful substance**, issued by the producer/exporter/Seller.
vi. **Certificate of Origin**issued by the concerned Government Authority / Chamber of commerce of the country of origin.

b. Negotiation of documents under reserve is not acceptable by the Buyer.
c. Bank charges outside Pakistan, if any, to be borne by the Seller.
d. 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 Seller, the expenses shall be for Seller's account. If the L/C is required to be confirmed by the Sellers, such confirmation should be arranged through the counter of the bank where the L/C is negotiable, provided that the bank charges involved are paid by the Seller.
e. In case it is desired that the L/C be cabled/telexed to the beneficiary so as to reach them by a particular date, it can be done by the Buyer at the cost of the Seller.
f. Shipping Documents presented within the validity period of L/C.
g. Letter of Credit to be valid for negotiation for thirty (30) days from the date of Bill of Lading.
h. Part shipment and part payment is allowed.
i. Vessel of Israel/India flag or any other banned/sanctioned country excluded for transportation.
j. 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:**

a. The Seller shall send by e-mail the non-negotiable documents to General Manager (D&POD) Trading Corporation of Pakistan Limited at gm.dpod@tcp.gov.pk&sheerazocp@gmail.com, at least five days before the arrival of vessel in Pakistan.
b. The Seller shall ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in Pakistan before the arrival of the vessel. If the documents are not received by Pakistani bank concerned before the ship's arrival, the Seller would deliver the consignment to Buyer against Buyer's own guarantee(s) *as per clause 19(viii)* 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 Seller/Buyer from wholly or

partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than Ten (10) 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) Seller is to be entirely responsible for obtaining and maintaining in force any necessary export licenses if required. Failure to obtain and to maintain in force such license shall not be sufficient grounds for Force Majeure.

iii) A certificate / Notification issued by the concerned Government Agency or Chamber of Commerce of the Seller 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. DAMAGES:

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

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 seller's part.

26. CANCELLATION OF CONTRACT:

If the Seller fails to ship the goods within the specified delivery period for any reasons other than Force Majeure, the Buyer shall be entitled, at his option, to cancel the contract and recover the damages, besides forfeiture/encashment of Performance Guarantee. The Buyer shall not be held liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

27. ARBITRATION / DISPUTE SETTLEMENT:

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the Buyer and Seller. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the Seller and the Buyer within 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. 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 at Karachi, under Pakistan ArbitrationAct, 1940.

28. CONFIDENTIALITY:

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

Representative sample of the material shall be drawn as prescribed in Appendix – A.

APPENDIX - A

SAMPLING OF UREA FERTILIZER (PRILLED AND GRANULAR)

A-1 **General requirement of Sampling**

A-1.0 In drawing preparing, storing and handling test samples, the following precautions and directions shall be observed

A-1.1 Sampling shall be taken at a place protected from damp air, dust and soot.

A-1.2 The Sampling instruments shall be clean and dry when used.

A-1.3 Precautions shall be taken to protect the sample , the material being sampled, the sampling instrument and containers for samples from adventitious contamination.

A-1.4 To draw a representative sample , the contents of each container selected for sampling shall be mixed as thoroughly as possible by suitable means.

A-1.5 The sample shall be placed in clean, dry and air, tight glass or other suitable containers on which the material has no action.

A-1.6 The sample containers shall be of such a size that they are almost completely filled by the sample

A-1.7 Each sample containers shall be sealed air tight after filling and marked with full details of sampling , the date of sampling , year of manufacture and other important particulars of the consignment.

A-1.8 Samples shall be stored in a cool and dry place.

2 (b) **CRITERION FOR CONFIRMITY:**

A-5.1 The test results for total nitrogen shall be recorded as shown in Table V. The mean and the range of the test result shall be calculated as follows:

$$\text{Mean } (X) = \frac{\text{The sum of the test results}}{\text{Number of test results}}$$

Range (R) = the difference between the maximum and the minimum values of the test results.

A-5.1.1 The appropriate expression as shown in col. 6 of Table V shall be calculated for this characteristic. If the condition given in col. 6 of Table V is satisfied, the lot shall be declared to have satisfied the requirement for this characteristic.

A-5.2 For the remaining characteristics, the test results on the composite test sample shall satisfy the requirements specified in 3.

A-5.3 A lot shall be declared as conforming to the specification only when it has satisfied each of the requirements specified in 3.

TABLE –V
CRITERION FOR CONFORMITY

Sr. No.	Characteristic	Test Results 1.2 N	Mean	Range	Criterion For Conformity
I	Ii	Iii	iv	V	Vi
1.	Total Nitrogen , percent by weight	---	X	R	x – 0.6 R ≥ the value specified in table (1) 3

APPENDIX – B

B-A- DETERMINATION OF MOISTURE IN UREA (KARL-FISHER METHOD)

B-A-1 **Apparatus:**

B-A-1a Potentiometer titrator-equipped with magnetic stirrer and auto control.

B-A-2 **Chemicals:**

B-A.2.1 Karl-Fisher Reagent.

B-A.2.2 Standard water-methanol solution.

B-A.2.3 Methanol purified or Karl Fisher solvent.

B-A.3 **Procedure:**

B.A.3.1 **Estimation of factor** – Place 30 ml. of purified methanol or Karl Fisher solvent in the titration flask of the titrator and titrate to the end point with Karl Fisher reagent. For end point follow the instruction of the manufacturer of the apparatus. Add 0.2 to **0.3g** of sodium titrate dehydrate and titrate with Karl-Fisher reagent to the end point. Sodium titrate dehydrate contains15.65 % water.

$$F = \frac{H}{a}$$

Where

F = Factor of the reagent (mg/ml).

a = ml. of Karl-Fisher reagent required for sodium tartrate dehydrate.

H = mg .of water contained in sodium titrate dehydrate taken.

$$= \frac{15.65 \times 1000}{100} \quad X \text{ wt. of tartrate taken}$$

B-A.3.2 **Determination** - Place 30 ml. of purified methanol or Kari Fisher solvent in the titration flask of the titrator and titrate with Karl-Fisher reagent to the end point. Add 1 – 2 gram of the sample, dissolve thoroughly, and titrates with Karl - Fisher reagent to the end point.

B.A.3.3 **Calculation:**

$$H2O\ \% = \frac{Y \times F}{S \times 10}$$

Where: Y = ml. of Karl-Fisher reagent consumed for the sample.

S = gram of the sample taken.

APPENDIX – C

2 (c). **DETERMINATION OF TOTAL NITROGEN IN UREA**

C-1.0 Apparatus. – Distillation apparatus for determining total nitrogen and Ammonical Nitrogen. Distillation apparatus shall consist of Alkali-resistant, glass Rubber stoppers must be renewed periodically and should fit closely in the neck of the distillation flask, to prevent condensation of liquid between glass wall and stopper or Automatic Kjeldahl Distillation Unit.

C-2.0 **Reagent:**

C-2.1 Potassium Sulphate: - anhydrous (sodium sulphate may be used if potassium sulphate is not available).

C.2.2 Copper Sulphate.

C-2.3 Concentrated Sulphuric Acid.

C-2.4 Standard Sulphuric Acid – 0.5 N.

C-2.5 Mixed Indicator- Mix 1:1 ratio (v/v) 0.2% solution of methyl red 0.1 percent solution methylene blue both in alcohol.

C-2.6 Sodium Hydroxide Solution – Approximately 40 percent (w/v).

C-2.7 Standard Sodium Hydroxide Solution - 0.5 N.

C-3.0 **Procedure**

C-3.1 Weigh accurately about 0.5 g of the prepared sample and transfer to a Kjeladahl flask. Add 10 g of powdered potassium sulphate and a few crystals of copper sulphate Add 30 ml of concentrated Sulphuric acid to the flask. Place the flask in an inclined position. Heat below the boiling point until forthing ceases. Raise the temperature to bring the acid to brisk boiling. Continue the heating until the solution becomes straw-yellow in colourfor practically water-white. Now remove the flask

from the flame and cool. Transfer quantitatively to the round bottom flask and dilute to about 250 ml with water.

C-3.2 Add about 60 ml or more, if necessary, to make the solution alkaline of sodium hydroxide solution carefully down the side of the flask so that it does not mix at one with the acid solution but forms a layer below it. Assemble the apparatus with the tip of the condenser dipping in a known quantity of standard Sulphuric acid in excess that required to neutralize the ammonia to be evolved beaker to which a few drops of mixed indicator have been added. Mix the contents of the flask by shaking and distill until all ammonia has passed over. Detach flask from the condenser and shutoff the burner. Rinse the condenser thoroughly with water into the beaker. Wash, the dip tube carefully so that all traces of the condenser are transfer to the beaker. When all the washings have drained into the beaker, add two a three drops more of the indicator and titrate with standard sodium hydroxide solution.

C-3.3 Carry out a blank using all reagents in the same quantities without the materials to be tested.

C-3.4 **Calculation:**

$$\text{Total nitrogen, percent by weight} = \frac{1{,}400\ (B - A)\ N}{W}$$

Where

B = Volume in ml of standard sodium hydroxide solution used to neutralize the acid in blank determination.

A = Volume in ml of standard sodium hydroxide solution used to neutralize the excess of acid in the test with the material.

N = Normally of standard sodium hydroxide solution, and

W = Weight in g of the prepared sample taken for the test.

APPENDIX – D

2 (d). DETERMINATION OF BIURET CONTENT OF UREA COLORIMETRIC METHOD:

D-1.0 **Summary of Method:**

A known weight of sample is stirred in a CO2 -free distilled water to dissolve the biuret and the solution is filtered. The filtrate is passed through an ion exchange column to remove interferences such as ammonium ions. The eluate is then treated with copper sulphate in the presence of alkaline tartrate solution, the biuret in the sample reacts to form a copper complex, the intensity of which is proportional to the biuret content. The colour intensity is measured at 550 µ and with the absorbance known, the percent biuret is determined from the calibration curve. Results are reported to the nearest 0.01 weight percent.

D-2.0 **Apparatus**

D-2.1 **Spectrophotometer** - Capable of measuring absorbance at 555 nm, and wash the Beckman DU instrument, photoelectric colorimeters fitted with a 500 – 570nm (or 520 580nm) filter are acceptable.

D-2.2 **Absorption Cell** – Matched Pair 50 mm, light path length:

D-2.3 **Water Baths** – Capable of maintaining temperature of 30 $\pm$ 5^{0}C and 50$_{\pm}$ 5^{0}C.

D-2.4 **Filter Paper** – Whatman 1 or its equivalent.

D.3.0 **Reagent:**

D-3.1 Unless otherwise indicated, the purity of the following materials should be of reagent grade.

D-3.2 CO2 Free distilled Water: (PH 6.5 at 2 5^{0}C). Prepare by boiling distilled water. Cool, prepare fresh daily.

D-3.3 *Alkaline Tartrate Solution*- Dissolve40 g of sodium hydroxide in 500 ml of water, stopper the container and allow to cool. Add 50 g, of sodium potassium tartrate (NaKC4 H4O64H2 O) and agitate the solution to dissolve the crystals,. Dilute to 1 litre and mix well. Allow the solution to stand one day before use.

D-3.4 *Copper Suplphate Solution:*-Dissolve 15 g. of copper sulfate (CuSO4 5H2O), in CO2 –free distilled water and dilute to 1 litre.

D-3.5 *Biuret Standard Solution- 1 mg/*ml. Dissolve 250 ± 1 mg of biuret in CO2 free distilled water and dilute to the mark in a 250 ml. volumetric flask.

D-3.6 *Methyl Red indicator* – Dissolve 1 g. of methyl 1 red in 200 ml. of ethyl alcohol.

D-3.7 Sulphuric Acid- 0.1N – Add 2.3ml of concentrated sulfuric acid to approximately 500 ml. of water in 1 –litre volumetric flask and fill to the mark with additional water. Mix well standardization of the solution is not required.

D-3.8 Ion Exchange Resin – Fill a 50 ml. biuret with 30 cm. column of Amberlite IR 120 (H) resin on a glass wool plug. (Regenerate the column after each used by passing 100 ml. of H2SO4 (1:9)or HC1 (1:4)through the column at 5 ml./min., then wash with water until the PH of the effluent is greater than (6). The Amberlite IR 120 (H) is available from Rohm and Hass, Philadelphia, Pennsylvania, or comparable ion exchange resin may be used.

D-4 **CALIBRATION:**

D-4.1 Pipette be separately 2, 10, 20, 30, 40, and 50, ml. of the biuret standard solution in 100 ml. volumetric flasks. These will contain 2, 10, 20, 30, 40, and 50, mg biuret, respectively.

D-4.2 Adjust the volume in each flask to about 50 ml. with CO2 free distilled water.

D-4.3 Add one drop of methyl red into each flask and neutralize with 1 or 2 drops of 0.1N sulphuric acid to pink color, swirl.

D-4.4 While swirling, pipette into each flask 20 ml. of alkaline tartrate solution, followed by 20 ml of copper sulphate solution.

D-4.5 Fill each flask to the mark with CO2 free distilled water and shake for 10 seconds.

D-4.6 Allow the flasks to stand for 15 minutes at 30 ± 5°C. if the room temperature is not 30 ± 5°C, place the flask in water bath maintained at 30 ± 5°C.

D-4.7 Prepare a reagent blank, using the same quantities of reagent and conditions but excluding the biuret standard solution.

D-4.8 Fill one of the absorption cells with the reagent blank and place it in the right path in the spectrophotometer. Set the wave – Length at 555 mill microns. Adjust the absorbance to zero in accordance with the instruction for the particular instrument.

D-4.9 Fill the sample cell with one of the calibration standards and determine the absorbance at 555 mill microns. Records the absorbance reading.

D-4.10 Repeat the absorbance measurement for each of the remaining calibration standards. All measurement should be conducted so that no standard is allowed to stand for more the 30 minutes measured from the time it was placed in the 30°C bath.

D-4.11 Prepare a calibration curve on rectilinear paper by plotting the absorbance values against the corresponding weights of biuret in the standards in mg.

D-5.0 **Procedure:**

D-5.1 Weight 10 ± 0.1g of the sample under test into a150 ml. beaker. Dissolve in 50 ml. of the CO2 - free distilled water preheated at 50 ± 5° C.

D-5.2 Stir the solution for 30 minutes and maintains the temperature at 50 ± 5°C by using a water bath capable of maintaining a temperature of 50 ± 5°C.

D-5.3 Filter the solution into a 100 ml. volumetric flask using a medium sized filter paper. Rinse the beaker and the stirrer with small portions of CO2 -free distilled water and add the rinsing to the filter. Fill the flask to the mark with CO2 -free distilled water.

D-5.4 Transfer 25 ml. aliquot of the filtrate into the ion exchange column: adjust the flow to 4-5 ml./ minute, collect the eluate in a 100 ml, volumetric flask.

D-5.6 When the liquid level reaches the top of the resin bed wash with two ml. portion of CO2 - free distilled water, and add the washings to the eluate in the flask.

D-5.7 Add 1 or 2 drops of methyl red indicator and IN NaOH to a yellow color. Add a few drops of 0. 1 NH2SO4 until the solution just turns pink. Fill the flask to the mark with CO2 - free distilled water, shake, and mix thoroughly;

D-5.8 Pipette 50 ml. of the solution into a 100 ml. volumetric flask and proceed as in CALIBRATION, steps (3) through (8).

D-5.9 Fill the sample cell with the sample under test and determine the absorbance at 555 mu.

D-5.10 From the calibration curve, determine the mg of biuret that corresponds with the absorbance reading.

D-5.11 **Calculation:-**

(1) Calculate the percent of biuret in the sample by the following equation;

$$B = \frac{W1 \times 100}{W \times 1000 \times \frac{25}{100} \times \frac{50}{100}}.$$

Simplifying $$B = \frac{W1}{W \times 1.25}$$

Where

W = is the weight of sample in g.
W1 = is the biuret content of the sample as read from the calibration curve in mg.
B = is the wt. percent biuret in the sample.

$\frac{25}{100}$ $\frac{50}{100}$

The constants and are Aliquot portions.

D-5.11 Reporting:
Report the result nearest 0.01% as: Biuret Content----%.

Alternate method

Determine of Biuret content of urea (Without Ion exchange column)

D-6.0 **APPARATUS /EQUIPMENT:**

D-6.1	Spectrophotometer with 10 mm Glass curvettee cell.	
D-6.1.2	Spectrophotometer with 10 mm Glass cuvettee ceil	
D-6.1.3	Pipettee	20 ml
D-6.1.4	Volumetric flask	100 ml, 250 ml, IL
D-6.1.5	Burette	50ml
D-6.1.6	Beaker	1L
D-6.1.7	Weighing Balance	

D-6.2. **Chemical/Reagents**

D-6.2.1 **Segnette Salt Solution**
Dissolve 20g sodium potassium tartarate in 600 ml water. Add 32g of N_aOH and dissolve completely Cool, make upto 1000ml with demin or distil water and mix thoroughly.

D-6.2.2 **Copper Sulphate Solution (6g / Litre)**
Dissolve 6.0g copper Sulphate ($CuSO_4$, $5H_2O$) in one litre of demin or water

D-6.2.3 **Biluret Standard Solution (1000 ppm)**
Weigh exact 1.00 g purified biuret and transfer into 1L beaker containing about 800 ml demin or distil water Dissolve at 70 °C cool and transfer solution with 2-3 washings into 1L volumetric flask Dilute to mark and mix.

"1 ml = 1 mg biuret"

D-6.2.4 Methanol (pure)

D-6.3 **Preparation of Calibration Curve (0-50 mg)**

D-6.3.1 Transfer 10, 20, 30, 40 & 50 ml of Biuret stock solution in 100 ml volumetric flasks & volume about 50 ml with demin or distil water in each flask. Each flask will contain 10, 20, 30, 40 & 50 mg biuret respectively.

D-6.3.2 Add 20ml seignette salt solution & mix.
D-6.3.3 Add 20ml copper Sulphate solution & mix.
D-6.3.4 Make the volume upto mark with demin or distil water & mix thoroughly
D-6.3.5 Make a blank with demin water and all reagents.
D-6.3.6 Wait for 15 minutes.
D-6.3.7 Note the absorbance at 550nm with 10 mm cuvette cell against blank
D-6.3.8 Draw the calibration curve between Abs, & mg of biuret & calculate factor

D-6.4.0 **METHOD**

D-6.4.1 Weigh 40g of urea sample and dissolve in water contained in 250ml volumetric flask. Make volume upto mark with demin or distil water. Mix thoroughly.
D-6.4.2 Take 20 ml of sample in 100 ml volumetric flask and make about 50 ml with demin or distil water
D-6.4.3 Proceed thru steps 2.5.2- 2.5.7

D-6.5 **CALCULATION**

$$\text{Biuret \%} = \frac{\text{Factor X absorbance X 250 X100}}{\text{wt of urea X 20 X 1000}}$$

OR

$$\text{Biuret \%} = \frac{\text{Factor X absorbance X 1.25}}{\text{wt of urea}}$$

D-6.6 REMOVAL OF INTERFERENCE OF FREE AMMONIA
D-6.6.1 Free Ammonia can interfere with determine of biuret. If concentration of Free Ammonia is less than 10 ppm its interference is negligible. If it is more than 10 ppm the proceed as below:
D-6.6.2 Take 40g sample in 1L beaker, Add 100 ml demin or distil water and dissolve urea granules completely.
D-6.6.3 Add 50 ml methanol. Mix thoroughly.
D-6.6.4 Evaporate on steam bath till about 20-30 ml volume is left.
D-6.6.5 Transfer into 250 ml volumetric flask. Wash beker thoroughly into volumetric flask. Make upto the mark with demin or distill water and mix well.
D-6.6.6 Proceed as per step 3.2.

APPENDIX - E

2 (e). **DETERMINATION OF FORMALDEHYDE IN UREA**

E-1.0 **APPARATUS / EQUIPMENT:**
E-1.1 Spectrophotometer with 10 mm cell.
E-1.2 Cylinder 50 ml
E-1.2 Volumetric Flasks 100m l. 500 ml 1L
E-1.3 Bulb pipette 20 ml
E-1.4 Burette 25 ml

E-2.0 **CHEMICAL / REAGENTS**
E-2.1 Chromo tropic Acid Solution (2%)
E-2.1.1 Dissolve 2g of solid chromotopic Acid Disodium salt in demineralized or distill water and dilute to 100ml. filter the solution if required.
E-2.2 Sulphuric Acid Conc. (98 %)
E-2.3 Urea Formaldehyde Solution (UF-85) with 60% Formaldehyde. Or Formaldehyde (37%) Solution
E-2.4 Formaldehyde Stock Solution (10ppm)

E-2.4.1 Weigh about 50 g UF – 85 solution or Formaldehyde 37% solution in 1L volumetric flask containing some demineralized or distill water. Make the volume up to mark & mix thoroughly.

E-2.4.2 Measure 20 ml from above with bulb pipette & transfer into 1L volumetric flask. Dilute up to the marks & mix.

E-2.4.3 According to formaldehyde contents calculates &transfer the mls of solution from clause E-2.4.2 in 1L volumetric flask to make formaldehyde solution of 10 ppm. Dilute up to the mark with demineralized or distilled water and mix (1ml = 10ug formaldehyde)

E-3.0. **PREPRATION OF CALIBRATION CURVE (0.100 µg)**

E-3.1 Transfer 2,4,6,8 & 10 ml formaldehyde stock solution (10 ppm) in series of 100 ml of volumetric flasks. Equivalent to 20, 40, 60, 80, & 100ug formaldehyde contents in each flask.

E-3.2 Add demineralized or distilled water in each flask to make total volume ml in each flask.

E-3.3 Add to each flask 2ml Chromotropic acid solution and then 25 ml of concentrated H_2SO_4.

E-3.4 Allow reacting for 30 minutes without cooling.

E-3.5 Dilute the contents of the flask nearly to the mark with sulfuric acid 5 N.

E-3.6 Cool the flask to room temperature. Fill up to the mark with sulfuric acid 5N mix.

E-3.7 Also make blankwith demineralized water & proceed thorough Clause E- 3.3 – E3-6.

E-3.8 Measure the absorbance at 570nm against blank with 10mm cell.

E-3.9 Plots graph between Abs and µg formaldehyde & calculate slop.

E-4.0 **METHOD:**

E-4.1 Weigh about 2g of urea granules and dissolve in 1L volumetric flask containing demineralized or distil water mix to dissolve and make volume up to mark.

E-4.2 Take 5 ml of above solution in 100ml volumetric flask containing 5ml demineralized water.

E-4.3 Proceed thought Clause E-3.3 to E-3.8

E-5.0 **CALCULATION:**

$$\text{Formaldehyde \%} = \frac{\text{Abs x Slope x 1000 x 100}}{\text{Wt of Urea x 5 x1000 x 1000}}$$

APPENDIX – F

2 (f). DETERMINATION OF FREEAMONIA INUREA GRANULES

F.1 **APPARATUS / REAGENTS**

F.1.1 Conical flask: 500ml

F.1.2 Volumetric flask: 1L

F.1.3 Electric balance:

F.2 **CHEMICAL / REAGENTS:**

F.2.1 HCl (0.1)

F.2.1.1 Dissolved about 9.0 ml of concentrated HCl (37%) in water and make the volume upto liter in volumetric flask.

F.2.1.2 Phenolphthalein (0.5) indicator:

F.2.1.3 Dissolved 0.5 g of solid in 100 ml of methanol or ethanol.

F.3 **PROCEDURE / METHOD:**

F.3.1 Weigh about 20 g of urea granules in 500 ml conical flask.

F.3.1.1 Add about 250 ml cold demineralized water & stir to dissolve completely.

F.3.1.2 Add few drops of phenolphthalein indicator.

F.3.1.3 If pink color appeared titrate with 0.1 N HCL till disappearance of pink color.

F.3.1.4 Note milli liter of acid used.

F-4 **CALCULATION**

$$\text{Free } NH_3 = \frac{\text{volume of HCL used x 0.1 x 17.03 x 1000}}{\text{Wet of sample}}$$

APPENDIX – G

2 (g). DETERMINATION OF SIZE DISTRUBTION OF UREA

G.1 **APPARATUS / EQUIPMENT.**

G.1.1 Stainless steel sieves of the required mesh size with lid & bottom pan.

G.1.2 Sieves shaker

G.1.3 Top loading balance

G.1.4 Brush

G-2 **METHOD**

G-2.1 Arrange the individually tare sieves in descending order of mesh size from top to bottom.

G-2.2 Place receiving pan on the bottom of stack.

G-2.3 Weigh about 200 to 300g of sample taken thru sample divider.

G-2.4 Transfer sample on the top sieve place lid on top of stack.

G-2.5 Place the sieve stack on shaker and tighten the belts evenly on both sides.

G-2.6 Set timer of vibrator to 5 minutes amplitude at 3.0 mm and start the vibrator.

G-2.7 After shaking stops switch –off the vibrator and remove the sieves one by one.

G-2.8 Weigh sieve + sample on top loading balance.

G-2.9 Calculate the weight of samples retained on each sieve.

G-3 **CALCULATION**

G-3.1 Calculate weigh percent on each sieve by following formula

$$\text{Wt. \% on each sieve} = \frac{\text{Weight (g) on sieve} \times 100}{\text{Total Weight of sample}}$$

APPENDIX – H

2 (h). DETERMINATION OF CRUSHING STRENGTH OF UREA GRANULES

H-1 **APPARATUS / EQUIPMENT**

H-1.1 Crushing strength apparatus
It consists of two parts A 10 mm diameter flat –ended steel rod with plate glass on one side and a supporting scale to provide a smooth bearing surface

H-1.2 Plastic bottle 5L graduated with marker at 200 ml interval)

H-1.3 Rubber tube

H-1.4 Whatman filter paper No, 41

H-2 **CHEMICALS/REGENTS:**

H-2.1 Tap water

H-3 **Method**

H-3.1 Weight the rod of crushing strength apparatus and 5L empty plastic bottle let their total weightas WI kg

H-3.2 Collect at least 10granules from 315 mm sieve size

H-3.3 Place a granule under the rod

H-3.4 Place the plastic bottle is at the top of rod.

H-3.5 Start adding tap water slowly through rubber tube into the plastic bottle.

H-3.6 Closely observe the granules as the bottle is being filled.

H-3.7 When granule breaks immediately disconnect the tap water

H-3.8 Note down the liters of water filled in bottle take the litters of waters as W2 kg.

H-4 **Calculation**

Crushing strength (kg) = $W1 \pm W2$

The average Crushing strength for 10 granules is taken as the Crushing strength in kg for the product."

ANNEXURE-II

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM FOR INTERNATIONAL TENDER NO.TCP/T&R/UREA/24-1/2024 DATED JULY 08, 2024 FOR IMPORT OF 150,000 MT (+/-5% MOLSO) UREA

1. **Name & Address of Bidder:** _____
   Telephone: _____
   Fax: _____
   Email: _____

2. **Name & Address of Local Agent in Pakistan:** _____
   Telephone: _____
   Fax: _____
   Email: _____

3. **Country of Origin:** _____

4. **Price in CFR (Granular/Prilled, tick the appropriate):**

   i) **US$ _____(In words)_____PMT CFR Karachi / Bin Qasim / Gwadar Port(s) in Pakistan as designated by buyer.**

	GRANULAR	PRILLED
6. Quantity of Urea offered:		
7. Availability of stocks in the country of origin confirmed by Seller:	Certificate to this effect enclosed	Certificate to this effect enclosed

Note:

i) **Price shall be quoted in USD/PMT CFR destinations i.e. Karachi Port / Port Bin Qasim Basis /Gwadar Port Basis.**

ii) **Bid Security shall be submitted as per Clause-10.**

iii) **Bids shall be evaluated solely on the basis ofoffered bid price, subject to their conformity with terms and conditions of the contract (refer clause-11) and contract(s) would be awarded as per Clause-7(ii), accordingly.**

8. **Amount of Earnest Money: USD** _____
   a. Pay Order/Demand Draft/Bank Guarantee (No. & Date): _____
   b. Drawn at / issued by (BANK): _____

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

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

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 either the principal seller/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-IV

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

(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 Import Tender No.TCP/T&R/Urea/24-1/2024 dated July 08, 2024 and given full authority to purchase tender documents, submit offers, negotiate and sign contracts and other documents on our behalf.

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

_____

_____

<Name>
Designation authorized One

<Name>
Designation Authorized Signatory Two

ANNEXURE-VI

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____ son/daughter/wife of (wherever applicable) _____, resident of/having office at _____, Holding CNIC bearing no. _____ and / or passport / or Chamber of Commerce Membership No. / or Company Registration No. _____ .

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/T&R/Urea/24-1/2024 dated July 08, 2024, 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 on oath 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 – VII

INTEGRITY PACT

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

[the Seller] 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, [the Seller] 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, Representative, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of commerce, Government of Pakistan, except that which has been expressly declared pursuant hereto.

[the Seller] certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with TCP, Ministry of commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[the Seller] 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.

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

[the Seller] agrees to indemnify TCP, Ministry of commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of Commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller] 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.

ANNEXURE – VIII

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-IX

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY
(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/T&R/Urea/24-1/2024 dated July 08, 2024and 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._____.

6. This guarantee is valid for 60 days.

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

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

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

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

ii. To keep this guarantee valid and in force for One (01) month after execution of contract including settlement of all claims.

iii. To extend this guarantee for such further period or periods as may be required by the Buyer at the Buyer's sole discretion, five days before the expiry of the validity date.

4. We understand that this guarantee is unconditional and that the sole judge for deciding whether the Seller has performed the contract No.TCP/T&R/Urea/24-1/2024 dated July 08, 2024 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 Seller without reference to us shall not in any manner absolve us from liability to make payment to the Buyer as stipulated under this Guarantee.

6. Our commitment under this guarantee is limited to an amount of USD_____ (US Dollars _____ --- in words).

7. This guarantee is valid for 180 days.

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

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

Complete Applicant Name –
Complete Applicant address –
Complete Beneficiary Name –
Complete Beneficiary address –
List of All Directors with their Passport numbers (copies to be attached) -
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

1. **JOB DESCRIPTION OF PSIA:-**

i. **GENERAL:-**

a. Upon receipt of award letter from TCP for supply of commodity, the seller will require to coordinate immediately with TCP's nominated PSIA and offer/tender the cargo to PSIA for inspection well before arrival of the vessel.

b. Seller shall be responsible to arrange the accessibility of PSIA to the cargo and seller shall provide the following documents to PSIA on immediate basis:-

i) Copy of TCP's import tender.

ii) Copy of L/C.

iii) Copy of Ship Particulars.

iv) Copy of Vessel acceptance letter issued by TCP.

v) Any other document, if required by PSIA or instructed by TCP.

c. On completion of loading the PSIA will issue the following documents:-

i) Certificate of Quality against specifications as per TCP's import tender/contract.

ii) Certificate of Quantity by shore figures.

iii) Certificate of Quantity as per draught survey.

ii. **INSPECTION OF CARGO: -**

a. The cargo to be tested by PSIA under method as prescribed in the PSQCA standards or as prescribed in the TCP's relevant import contract. The sampling and testing of cargo / commodity should be done in accordance with the international standard, from internationally recognized foreign laboratory also approved from the respective Government. Samples should be drawn in the presence of seller/exporter and samples should be sealed by the seller/exporter.

b. The results 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. It must be noted that if the test analysis of cargo in bin / silo / godown referred above does not conform to the prescribed specifications, the loading of cargo / commodity is not to be permitted in any circumstances.

c. PSIA should draw five sets of samples jointly with the seller / exporter from each bin / silo / godown separately from which the cargo/commodity to be loaded for analysis and for one set of sealed samples tested by a reputed, independent, government approved laboratory, one sample to be delivered to seller / exporter, one sample to be dispatched to TCP through vessel and two samples to be kept in record for at least one year.

d. The PSIA should cover the points mentioned in the tender Terms & Conditions.

e. During loading, five representative samples of adequate weight / quantity of the cargo / commodity loaded into each hatch be drawn from a suitable location. These samples should be sealed and stamped and signed by the master of the vessel. Three sets each of sealed samples should also be handed over to the Master of the vessel against receipt for

delivery to TCP at Karachi. One set of sealed samples should be handed over to the sellers and one set be retained by them (Pre-shipment Inspectors) for subsequent test.

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

g. The PSIA should ensure that the loading has been done directly from bins / silos / godowns into holds/hatches of the vessel. A certificate to this effect should be incorporated in the PSIA report.

h. If required, PSIA shall witness/supervise the fumigation of holds after completion properly and issue the certificate. The fumigation material will be provided by seller/exporter.

i. PSIA will seal the holds after loading and issue seal certificate, duly endorsed by the Master of the vessel.

j. If required, the PSIA will also check and certify the packing material in accordance with PSQCA method & standards or as prescribed in the import contract/tender.

k. Any/all charges/expenses for testing/checking of rejected cargo shall be on account of seller.

iii. **INSPECTION OF VESSEL: -**

a. The PSIA should carry out draught survey, condition survey, holds' inspection, holds' tightness inspection / survey and all other necessary survey / inspections at berth, if vessel is found ready in all respect then PSIA shall issue the fitness certificate that the vessel is fully fit and suitable to load the intended cargo. In case of any fault or finding of sub standard, the vessel will never be allowed by PSIA to load the cargo. In case PSIA feel that the vessel is not suitable to carry the TCP's cargo/consignment, PSIA can reject the vessel with sufficient justification/report.

b. The PSIA should check the Ship certificates, voyage book, age, and condition prior to issuance of the fitness certificate.

c. If seller/exporter need to get checked the vessel from PSIA at off-port/outer, the extra charges for boat, permissions etc.,shall be borne by the seller/exporter

d. PSIA will verify the age of the vessel in accordance with TCP's import tender/contract, class Lloyds 100 Al or equivalent class of any other internationally recognized classification society.

e. PSIA will examine the ship's certificates to ensure their validity, and the validity / expiry dates to be stated in the PSIA report.

f. PSIA will check the Cargo Gear Book for examination and validity and also check the last port control report.

g. PSIA will examine the International Safety Manual and Report and ensure that the vessel's P&I cover is current and valid for any kind of damage in accordance with the Bill of Lading.

h. All ballast tanks in way of the cargo holds to be tested completely full, pressure tested by overflowing on deck.

i. PSIA will check that all bilges to be clean and dry and tested for their good working order.

PSIA will get undertaking from Master that the vessel is not on its last voyage prior to demolition and the vessel meets the parameters prescribed by the discharge port authority.

k. PSIA will check and ensure that all hatch covers are properly battened down, in seaworthy condition, with all cleats closed, to be hose or ultrasonic tested for tightness.

l. PSIA shall carry out a draught survey to confirm the quantity loaded by shore figures.

m. PSIA shall ensure and certify that all cargo spaces, overhead beams, frames and brackets to be: -

i) Free from remains of last cargoes,

ii) Free from rust and loose scale,

iii) Free from infestation,

iv) Dry, clean and free from odors,

v) Other certificates / confirmation as per requirement of import contract and as mentioned in this terms & conditions.

n. The vessel should allow sail after verification by PSIA that:-

i. Proper airtight sealing of the covers of the holds/hatches of the vessel has been made.

ii. Vessel holds were duly examined prior to commencement of loading for being of the clearly clean, dry free from insects and infection and suitable to maintain quality of Urea.

iv. <u>Payment:-</u>

Payment of PSIA charges including testing charges as per TCP's import tender.
