TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

TCP/D&POD/SUR//01/2022 March 17, 2022

NOTICE FOR EXPRESSION OF INTEREST FOR PRE-QUALIFICATION AS SURVEYOR ON TCP's PANEL

1. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites applications **from ISO 9001 Certified** firms/companies registered with Income Tax and Sales Departments, active tax payers, having ten years' experience in the field of Survey of bulk, break bulk and containerized cargo of various commodities like sugar, urea, wheat, soybeans, etc., **for Pre-Qualification as Surveyor on TCP's panel**.

2. Trading Corporation of Pakistan intends to prequalify Surveyor for Invitation to Bid(s) and sign the framework agreement(s) with the selected bidder(s) subsequent to bidding process in case of Closed Framework Agreement(s). The objective of the intended Closed framework agreement(s) is the on-demand provision of services of Survey Agency from ISO Certified firms /companies having relevant experience in the field of Survey of bulk, break bulk and containerized cargoes of various commodities like sugar, urea, wheat, soybeans, etc., at **Karachi Port, Port Bin Qasim and Gwadar Port** as well as having legal and valid Marine license for operation as surveyors, through subsequent Call-off Contract(s) with successful bidders, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.

3. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants during March 2022 till March 2024 and Closed Framework Agreement(s) will be signed between the TCP and the successful bidder(s) as Framework Agreement Suppliers for the period of two years.

4. Prequalification process is open for all national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from Trading Corporation of Pakistan at the address mentioned below during office hours from 0900 to 1700 hours.

5. A complete set of Prequalification Documents in English language may be purchased by interested Applicants on the submission of a written Application to the address mentioned below and upon payment of a nonrefundable fee of Rs. 500 (rupees five hundred). The documents will be provided directly to the Potential Applicants and essential record shall be maintained by TCP for providing information regarding amendment(s), if any, in Prequalification Documents. The method of payment will be Cash payment at the Cash counters of following TCP's offices situated at Karachi, Lahore and Islamabad:-

a. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);

b. The General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Egerton Road, Lahore Tel: 042-99206065-69 Fax: 042-99206066

c. General Manager, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street 2 PHAF Residencia Kurri Road, Islamabad Tel: 051-9450441-42 Email: tcpliaison@hotmail.com

6. A complete set of Prequalification Documents can also be downloaded from the website [www.tcp.gov.pk] after signing up and giving necessary details, which will be required for keeping the record of potential applications, who are also instructed to remain in touch with the respective web-link for observing amendment(s), if any, in Prequalification Documents. However, the Interested Applicants must enclose a pay order in the name of TCP for an amount of Rs. 500/- as a nonrefundable fee.

7. **All the Surveyors, already pre-qualified with TCP are also required to submit their applications afresh.**

8. Applications for Prequalification should be submitted in clearly marked envelopes and delivered to the address mentioned below latest by **1100 hrs on 04-April 2022** . Late Applications will be rejected.

(Qadeer Ahmed Bhutto)
General Manager
Dispatch & Port Operation Division

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

PRE-QUALIFICATION DOCUMENT
SURVEY & INSPECTION OF IMPORTED COMMODITIES FROM KARACHI PORT, PORT BIN QASIM & GWADAR PORT

1) GENERAL CONDITION:-

a) 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 application from **ISO 9001 Certified** firms/companies, active tax payers, registered with Income Tax and Sales Tax Department having ten years' experience in the field of Survey & Inspection of bulk, break bulk and containerized shipments/consignments cargo of various commodities like sugar, urea, wheat, soybeans, etc, for Pre-Qualification As Survey & Inspection On TCP's Panel for the period of two years.

b) **All the Surveyors, already pre-qualified with TCP, are required to apply afresh.**

c) TCP reserves the right to reject all or any applications at any time prior to the acceptance.

2) ELIGIBILITY: -

a) Sole proprietorships/firms/companies, having valid Marine Survey agency license (in their own name) and work experience of at-least ten years for Survey & Inspection of bulk, break bulk and containerized shipments/consignments of commodities like sugar, urea, wheat, soybeans, etc at Karachi Port, Port Bin Qasim and Gwadar Port, besides warehouses, Godowns and other places, are eligible to apply for the pre-qualification process.

b) *The applicant should be active tax payer of FBR. Copy of relevant list containing the name of applicant should be enclosed with the documents.*

c) *The applicant must have at least three (03) Master Mariners on its payroll / contract/ under agreement.*

3) INELIGIBILITY: -

a) The individuals / sole proprietorships/ firms/ companies who have defaulted with the TCP are not eligible to participate in Pre-qualification process. Further those who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the process, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the Pre-qualification process opening date.

b) The individuals / sole proprietorships firm(s)/ companies/applicant(s), who are involved directly or indirectly in the supply of IMPORTED COMMODITIES to TCP, as pre-qualified suppliers of IMPORTED COMMODITIES or as local agents, will be ineligible for participation in this Pre-qualification process.

c) Applications not complying with the pre-qualification instructions or conditional or without required documents etc. shall not be considered.

4) **INSTRUCTIONS FOR THE APPLICANTS**:

a) Applicants shall read the pre-qualification document along with Expression of Interest ('EoI') and relevant rules carefully. Incomplete application shall not be considered / accepted. No change / attachment of any document with the application shall be allowed once the Application / EoI are opened.

b) Where necessary, please provide the required details on the letterhead of applicant.

c) The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant. Any such corrections must be initialed by the person or persons who sign(s) the pre-qualification document, any kind of doubt will attract the rejection of application.

d) The completed document shall be signed and stamped on each page by the authorized Proprietor / Partner / Director of the organization including the supporting documents. The Original authorization should be enclosed with the application.

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

f) TCP will disqualify a Surveyor where it is determined that the Surveyor has engaged in corrupt or fraudulent activities in competing for the application in question, which may includes the following practices: -

i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the TCP/Government in the application process; and

ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser/Employer, and includes collusive practices among Survey

(prior to or after submission of pre-qualification request) designed to establish competition at artificial, non-competitive levels and to deprive the TCP/Government of the benefits of free and open competition.

g) Any attempts by the applicant to influence TCP in the evaluation shall result in disqualification of their application.

h) Applicant shall not contact TCP in any form, either in written or oral on the matter relating to the pre-qualification process till the time of submission to the official communication of the results.

i) Application must be delivered in sealed envelope, addressed to The General Manager (D&POD), Trading Corporation of Pakistan (Pvt) Ltd., 4th & 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi, through courier or can be delivered at the R & I Section of TCP, located at 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi.

j) All documents should be in English Language, otherwise, translated into English and verified by the appropriate agency/authority.

k) The applicant needs to provide certified / attested copies by oath commissioner of all supporting documents for pre-qualification.

l) Applicant must provide the documents, information and data, as required in this pre-qualification document. Applicant may also be asked to clarify their answers or provide more details. All the questions in pre-qualification document may specifically be answered. Write 'N/A' if the question does not apply.

m) Please note that by responding to pre-qualification document, applicant accept that all answers provided in this pre-qualification document are legally binding and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further, TCP reserves the right without further recourse, to verify at its own cost the accuracy of any answers provided herein.

n) The information provided in the pre-qualification document is strictly confidential and solely for use by TCP or any Competent Authority, as per applicable law and rules.

o) The Evaluation results will be announced within the validity period and same shall be displayed on the TCP's and PPRA website.

p) Any complaint/grievance against the Evaluation result can be communicated to the Executive Director, TCP within required time as mentioned in the Evaluation report for redressal. The complaint/grievance should be in proper manner and with proper references/proof/ supporting document. The complainant shall be ready to appear before the TCP's Management / Committee to explain the same at any time, if required. The grievances shall be redressed as per PPRA rules.

q) TCP's decision shall be final for pre-qualification of Surveyor. TCP reserve rights to accept/reject the request, if deemed appropriate, subject to approval by the Competent Authority of the Corporation.

5) **EVALUATION CRITERIA:**

a) A valid Marine Survey license issued by Security Exchange Commission of Pakistan (SECP) of Survey in the name of the applicants.

b) *Proof of at least three (03) Master Mariners on payroll / contract /under agreement to the applicant.*

c) This is a scoring based criterion for pre-qualification, wherein minimum requirement to qualify for pre-qualification is 50 marks out of 100. Pre-qualification will be based on meeting the minimum criteria regarding the applicant's legal status, general and particular work experience, personnel and financial position etc., as indicated through the responses in the prequalification document. The details are as under:-

Legal standings/ framework	NTN holder +Active Tax Payer for last 10 years.	02 marks
	ECIB clearance from SBP	06 marks
	Affidavit of "Not been black listed by any Government department / autonomous body /TCP	02 marks
Experience	10 – 15 years 16 – 20 years 21 years and above	15 marks 25 marks 35 marks
Registered Office+ land line phone (On the name of applicant)		05 Marks
Financial position /Credit worthiness /Annual Turn over	Rupees 10 million Rupees 11 million or more	05 Marks 10 Marks
Company Presentation and plans		40 Marks
	Minimum qualifying marks	**50 Marks**
	Total	**100 Marks**

6) **SUBMISSION OF DOCUMENTS FOR PRE-QUALIFICATION:** -

a) All documents/certificates mentioned at para 5 above.

b) Attested copies of the following documents be provided along with the applications:-

i. Status of Ownership- (Sole Proprietorship, partnership Firm and Article of Association and Memorandum of Association of Limited Company)

ii. Profile with details of the constitution of his firm including names of Directors/Partners etc. Full details of the Directors along with their NIC, Residential Address, Telephone Numbers, recent photograph.

iii. Detailed documents of handling of Bulk Cargoes in Pakistan showing experience of at least ten years.

iv. Sales Tax and Income Tax Registration Certificate.

v. Annual Income Tax Returns and receipt.

vi. Original receipt of purchase of Pre-qualification documents in the name of the applicant.

c) A certificate from the Bank (original), showing the Applicant's credit worthiness for an amount of not less than rupees five million. The certificate should be dated, not earlier than 10 days prior to the opening of Pre-qualification process

d) Financial status report of the applicant about its financial standing and business integrity by the applicant's bank along with bank statement showing trade transactions of last six months.

e) List of officials with Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation round the clock.

f) An Affidavit to the effect that the applicants have not been black listed by any Government department/autonomous body/TCP.

g) Organogram.

h) An undertaking to the effect that the applicant or their owner/ partner/ director/ employee/ worker have no link with the pre-qualified suppliers of IMPORTED COMMODITIES or their local agent.

i) Any other relevant certificate.

7) Applicant should have the sufficient resources (including Human Resources, Equipment, Vehicles, Communication and logistics with documentary evidences) to carry out the job of Surveyors at discharge-port/godowns/mills/warehouses, which includes the following : -

a) Resumes of Technical/Field Staff, along with their banking details, date of appointment, copy of CNIC, copy of service card and copy of Port Gate passes.

b) TCP reserve rights to demand/call any other information for the sake of documents /information, and other matter relates to the service of employees.

c) In case of expiry of any paper(s)/document(s)/information, the same shall be provided within one week after its expiry, failing which, the successful Surveyor can be suspended/disqualified, without any notice.

d) The applicants should have registered offices. TCP may verify the capability to deliver the said services and physical existence of the applicant premises, from which the applicant conducts business. TCP will have the right to inspect the business premises of the applicant at any time, even after pre-qualification and to see the available resources, if deemed appropriate.

8) **ALLOCATION OF WORK TO SURVEY & INSPECTION: -**

a) TCP shall assign the work to the pre-qualified Surveyor in accordance with Public Procurement Rules, 2004, by calling quotations / tenders on vessel wise basis.

9) **SECURITY DEPOSIT /BID MONEY / PERFORMANCE GUARANTEE (REFUNDABLE):-**

a) The applicants short listed for Pre-qualification will be required to furnish Security Deposit of Rs. **1,000,000/- (Rupees one million only),** in the form of Demand Draft or Pay Order in Pak Rupees in favor of Trading Corporation of Pakistan (Pvt.) Limited.

b) The Security Deposited shall be furnished within 07 working days from the date of issuance of TCP's consent letter.

c) The said Security Deposit shall be treated as Bid Money at the time of quotations, invited by TCP on contract / vessel wise basis.

d) The said Bid Money/Security Deposit shall be treated as the Performance Guarantee upon award of

contract.

10) **RECOVERY OF LOSSES: -**

a) In case of fault / negligence / conflict of interest found on the part of Surveyor, TCP can recover losses from Surveyor by en-cashing/forfeiture of Security Deposit in addition to lodging claims to recover the losses.

b) Besides recovery, TCP reserve the right to suspend/delist/blacklist the Surveyor.

11) SIGNING OF AGREEMENT:

a) In case of award of Pre-Qualification, the Surveyor will be required to sign the agreement with TCP and also submit the Integrity Pact **within three days of issuance of award letter,** where applicable. The format of Integrity Pact is attached as **Annexure-I** and the format of agreement is attached as **Annexure–III**.

b) The Surveyor shall be responsible to complete all documents, as notified from time to time.

c) Pre-qualification document, invitation for quotation and integrity pact shall be the integral part of the Agreement / contract.

12) VALIDITY PERIOD

a) This pre-qualification shall be valid for a period of two year, from the date of issuance of Letter of Consent which can be extended for further period based on satisfactory performance.

13) **IDLING PERIOD**

a) The pre-qualified Surveyors are required to participate in all the quotations, to be invited by TCP from time to time. Necessary intimation shall be sent to the pre-qualified Surveyors through E-mail/Post as well as through TCP's website.

b) Non-participation by the pre-qualified Surveyors in five invitations shall render the Surveyor as a Dormant Agent, which shall automatically be disqualified upon completion of six months as a dormant agent.

14) **PRE QUALIFICATION PERFORMA /CORPORATE INFORMATION (TO BE FILLED BY THE APPLICANT)**

No.	PARTICULARS
1	Full name of organization:
2	Type of Organization: i) Sole proprietorship ii) Firm iii) Company iv) Any other ----------
3	Name of shareholders/ Directors/Partners, along with their CNIC No, and Number of shares. ----------
4	Full address of Principal and / or Registered office, along with Official telephone Number: ----------
5	Other Official Telephone numbers, if any,
6	Fax number:
7	E -mail address:
8	Website address (if any):
9	Registration in FBR. (Kindly provide a copy of the NTN Certificate)
10	GST Registration number: (Kindly provide a copy of the GST Certificate)
11	Associated Companies, if operated/hold by the Common Director(s) / owner(s) /Partners/ Management(s) / Operator(s). Please provide full details. ----------

No.	PARTICULARS
12	Please provide a copy of the most recent annual Report and Income Tax return together with a filing receipt.
13	Contact person within the organization to whom enquiries about this pre-qualification document should be directed: i. Name:---------- ii. CNIC No.: ---------- iii. POSITION/ DESIGNATION ---------- iv. Official Telephone Number---------- v. Cellular Telephone Number---------- vi. Residential Telephone Number---------- vii. Fax Number---------- viii. E-Mail---------- ix. Residential Address---------- (please enclosed the authorization letter)

15) FINANCIAL INFORMATION

No	PARTICULARS
1	What is the name and branch of applicant's banker (who could provide a reference)? Name: ---------- Branch: ---------- Telephone Number: ---------- Postal Address: ---------- Contact Person Name: ---------- Contact Person's Position: ---------- Contact Person's E-mail: ----------
2	What is applicant's Credit Facility from Bank(s)?
3	Please provide the approved / attested balance sheet of last year

16) **Business Activities/Capacities**: -
Please provide the details of Traders / Importers / Exporters / Organizations / Banks / Insurance Companies, to whom the applicant is working as 'Pre-qualified' or utilizing the services of applicant frequently as Surveyor.

17) **Trade References: -**
Please provide details in the tabulated form of at least three (03) projects (other than TCP's Projects), undertaken by the applicant during last ten years.

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded	Value of businesses transacted: (in Million Rupees)
1					
2					
3					
4					
5					
6					
7					
8					

18) DECLARATION:

I declare that, to the best of my knowledge, the answers submitted in this pre-qualification form and supporting documentation are correct. I understand that any misrepresentation will render me/my organization, ineligible to participate in any future business activities with TCP.

FORM COMPLETED BY	
Name	
Position (Job Title):	
Date:	
Telephone number:	
Email:	
Signature:	
Stamp/Seal	

ANNEXURE -I

INTEGRITY PACT

Declaration of fees, commissions and brokerage etc. payable by the Surveyor

[The Surveyor] hereby declares its intention not to obtain or induce 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 (GoP) through any corrupt business practice.

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

[The Surveyor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [The Surveyor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Surveyor] 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 GoP.

Annex-II

AGREEMENT

1) This Contract/Agreement is made at Karachi on---------- between **M/S. Trading Corporation of Pakistan (Pvt.) Ltd.,** 4th and 5th Floor, Block - B, Finance & Trade Center, Sharah-e-Faisal, Karachi (hereinafter referred to as '**TCP**' which expression shall include its successors and assigns) of the one part and **M/s.** ----------Karachi, (hereinafter referred to as '**Surveyor**' and/or '**Surveyors**' which expression shall include their legal representative and assign) of the other part for survey and inspection of discharge and dispatches of imported sugar at Karachi Port (KPT) for the shipment of about ---------- ---------- **MT** of Imported commodities on account of **MV** ----------. Terms are detailed below:-

TCP	**Trading Corporation of Pakistan (Pvt.) Ltd.,** 4th& 5th Floor, Block – B, Finance and Trade Centre, Shara-e-Faisal, Karachi.
Cargo / Packing	About ---------- **MT** of Imported commodities in bulk / break bulk, to be imported through **MV** ---------- Imported Imported commodities .
Surveyor	M/s.----------,
Discharge Port	Karachi Port (KPT) /Port Bin Qasim / Gwadar Port

2) Whereas the **'TCP'** accepted the offer of the **'Surveyor'**, which was received on =----------against Quotation No. TCP/D&POD----------for survey and inspection for discharge and dispatch operation of Imported commodities consignment, at the rate of **Rs.---------- PMT (pak rupees ---------- ----------only per metric ton)**, inclusive of all duties / taxes / expenditure etc, on the basis of all the functions as mentioned in this Contract/Agreement, as well as all the other functions, as required for survey and inspection for discharge and dispatch operation of Imported commodities consignment, including its monitoring and other allied matters.
3) That t already deposited amount of **Surveyor** will be treated as Performance Guarantee.
4) **JOB DESCRIPTION: -**

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

b) Surveyor shall coordinate with all the relevant agencies to monitor discharge and dispatches of Imported commodities .

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

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

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

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

g) Surveyor shall send composite sample(s) to the laboratory for testing purpose **within three days from the date of completion of discharging**, alongwith details to be tested by the laboratory, under intimation to TCP. Name of laboratory shall be asked by surveyor from the General Manager (D&POD).

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

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

j) The surveyor shall monitor dispatches of imported commodities till completion, including dispatches of excess sugar, if any. Every 50th bags weight checking.

k) Surveyor shall depute a representative at loading and despatch points at seaports to monitor dispatches of the Imported commodities.

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

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

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

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

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

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

r) Surveyor shall keep party-wise / truck-wise / date-wise account of dispatches of Imported commodities .

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

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

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

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

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

5) **SIGNING OF AGREEMENT/SUBMISSION OF INTEGRITY PACT:**

a) In case of award of tender, the Surveyor will be required to sign the agreement with TCP and also submit the Integrity Pact within three days of issuance of award letter, where applicable. The format of Integrity Pact and agreement are attached as **Annexure-I & Annex-II**.

b) The Surveyor shall be responsible to complete all documents, as notified from time to time.

c) Pre-qualification document, invitation of bids and integrity pact shall be the integral part of the Agreement / contract.

6) **VALIDITY PERIOD**

a) This pre-qualification shall be valid for a period of two year, from the date of issuance of Letter of Consent which can be extended for further periods on sole discretion of TCP.

7) **PAYMENT:-**

a) 100% payment shall be made after completion of discharge of cargo of specific vessel, sailing of vessel and submission of satisfactory Survey report by the Surveyors as soon as possible but not later than three days

after completion of deliveries of sound manifested cargo. Whereas any additional information may be provided through Addendums accordingly.

b) Surveyor shall submit the following documents alongwith covering letter duly stamped in triplicate for payment of 100% bill: -

i) Invoice for 100% of bill as per agreed rate.

ii) Copy of complete set of discharge report.

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

iv) Copy of Professional Tax Certificate.

v) Copy of National Tax Certificate.

vi) Copy of Sales Tax Certificate.

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

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

ix) Original LAB report.

x) Copy of signed agreement.

xi) Copy of award letter.

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

8) GENERAL CONDITION: -

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

ii) Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of Surveyor and no such claim shall be entertained by TCP, except laboratory testing charges.

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

9) CANCELLATION OF CONTRACT: -

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

10) **PENALTY: -**

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

i) Non-compliance of any provision of this contract.
ii) delay in perform the duties being surveyor;
iii) submission of defective survey report;
iv) submission of defective joint survey report;
v) submission of defective joint draught survey report;
vi) delay in clearance / release / discharge of imported bagged Imported commodities , due to fault on the part of Surveyor;
vii) delay in dispatches, due to fault on the part of Surveyor;
viii) delay in release of loaded trucks from port, due to fault on the part of Surveyor; and
ix) Any loss sustained by TCP, due to fault on the part of Surveyor.

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

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

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

11) **ARBITRATION: -**

i) In the event of any dispute, the decision of the Chairman, Trading Corporation of Pakistan, Karachi or his nominee shall be final and binding on both the parties i.e. Surveyor and TCP.

12) **PAYMENT: -**

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

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

i) Invoice for 100% of bill as per agreed rate.
ii) Copy of complete set of discharge report.
iii) Copy of Quantity Certificate, alongwith copy of initial and final joint draught survey report.
iv) Copy of Professional Tax Certificate.
v) Copy of National Tax Certificate.
vi) Copy of Sales Tax Certificate.
vii) Date-wise clearance of cargo and commencement of dispatches of cargo from port for dispatches (in the shape of statement on letterhead), in case of delay in clearance / dispatches, reasons must be mentioned.
viii) Date-wise completion of discharge and despatch of cargo (in the shape of statement on letterhead), in case of delay in clearance / dispatches, reasons must be mentioned.
ix) Lab Testing Report
x) Copy of signed agreement.
xi) Copy of award letter.
xii) Any other document(s) if required by TCP.

Signature	*Signature*
M/s. ---------- **----------** Karachi	**General Manager** Dispatch & Port Operation Division On behalf of Trading Corporation of Pakistan (Pvt) Ltd. 4th & 5th Floor, Block B, Finance & Trade Centre, Shahra-e-Faisal, Karachi.