TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

No.TCP/MA&TD/Sugar/20-07/2021 February 19, 2021

INTERNATIONAL TENDER FOR IMPORT OF 50,000 MT (+/- 5% MOLSO) WHITE SUGAR (BAGGED CARGO)
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 White Sugar Suppliers/Manufacturers for supply of 50,000 MT (+/-5% MOLSO) White Sugar (bagged cargo) through their local offices or representatives (registered with provincial and/or federal tax authorities) having capacity to supply 'White Sugar' through worldwide sources on CFR Karachi basis (in break bulk or containers) or DPU Karachi (TCP Pipri Godown) basis (in containers only) subject to the terms and conditions specified in 'Tender Document', which include the following:

(i) White Sugar under specification "B" of PSQCA Standards and Import Policy Order in force;
(ii) HS Code 1701.99;
(iii) Bids less than 25,000 MT for CFR (Break Bulk) or less than 10,000 MT for CFR (Containerized – all containers in one shipment) or less than 10,000 MT in DPU (TCP Pipri Godown) Basis (Containerized – all containers in one shipment), will not be accepted.
(iv) Granular Sugar (Medium to Bold).
(v) Total quantity of White Sugar must reach the designated ports/destination 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 during 0930 hours to 1700 hours from following offices (Except Saturday & Sunday), till 1130 hours on **March 02, 2021** 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- 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 Evacuee Trust Complex, 5th Floor, Sir Agha Khan Road, F-5/1, Islamabad (Phone: 051-9222441-42).

3. The tender documents can also be downloaded from official websites of TCP www.tcp.gov.pk and PPRA www.ppra.org.pk. However, the receipt of purchase of tender documents can be obtained from the cash section of TCP against the payment of PKR 2,000/- (Pak Rupees Two Thousand only) prior to dropping the bid envelope in the tender box within the specified time as mentioned at Para-2 above.

4. The bids, prepared in accordance with the instructions in the tender documents, must be dropped in the tender box placed at Reception Counter of TCP, 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before **March 02, 2021 latest by 1200 hours.** 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 against which black listing procedures have been initiated by TCP shall not be eligible to participate in the tender. Detailed specifications/requirements are indicated in the Tender Document containing tender terms & conditions. TCP reserves the right to accept or reject any or all offers wholly or partially 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.

(QADEER AHMED BHUTTO)
GENERAL MANAGER
(Market Assessment & Trade Division)

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

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

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/MA&TD/Sugar/20-7/2021 February 19, 2021

INTERNATIONAL TENDER FOR PURCHASE OF 50,000 MT (FIFTY THOUSAND METRIC TONS) +/- 5% MOLSO (MORE OR LESS SELLER'S OPTION) OF WHITE SUGAR (BAGGED CARGO) ON CFR KARACHI BASIS (IN BREAK BULK OR CONTAINERS) OR DPU KARACHI (TCP PIPRI GODOWN) BASIS (IN CONTAINERS ONLY)

TERMS & CONDITIONS OF TENDER

1. **INVITATION FOR BIDS**:

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Government of Pakistan, Karachi invites bids for supply of **FIFTY Thousand MT (50,000 MT) +/- 5%** (More or Less at seller's option 'MOLSO') White Sugar (bagged cargo) ON CFR KARACHI BASIS (IN BREAK BULK OR CONTAINERS) OR DPU KARACHI (TCP PIPRI GODOWN) BASIS (IN CONTAINERS ONLY). Where CFR stands for Cost and Freight and **DPU stands for Delivered at Place Unloaded as per incoterm, 2020**.

2. The supply/import of White Sugar, as above, shall be governed by the Imports and Exports (Control) Act, 1950, provisions of the Trade Policy in force, PPRA Rules 2004 and the orders/notifications issued there under; and shall be in accordance with the requirements/specifications laid down by Pakistan Standards Quality Control Authority (PSQCA), for imported White Sugar, as reproduced hereunder:-

"COMMODITY SPECIFICATIONS / REQUIREMENT":

a. Granular Sugar (Medium to Bold) HS code 1701.99.
b. Requirements for white sugar as prescribed by PS&QCA.

S. No.	Characteristics	Requirements Specification White Sugar "B"	Methods of Test
1.	Polarization Min	**99.7^0 s**	ICUMSA GS2/3-1
2.	Moisture (loss on drying 3 hours at 105° C) % Max	0.08	ICUMSA GS2/1/3-15
3.	Invert Sugar, percent m/m, Max	0.04	ICUMSA GS2-6
4.	Ash, percent m/m Max.		
	i. Sulphate Ash	0.06	ICUMSA GSI/3/4/7/8-11
	ii. Conductivity Ash	0.04	ICUMSA GS2/3-17
5.	Solution Colour ICUMSA Unit Max.	120	ICUMSA GS2/3-9
6.	Sulphur Dioxide mg/kg, Max.	15.0	ICUMSA GS2/7-33
7.	Copper mg/kg, Max.	2.0	ICUMSA GS2/3/29
8.	Arsenic mg/kg, Max.	1.0	ICUMSA GS2/3-25
9.	Lead mg/kg. Max	1.0	ICUMSA GS2/1/3-27

Note: The relevant testing method of ISO, CAC and of other internationally recognized standard methods might be taken into account for analysis purpose.

3. **QUANTITY**

a. Fifty Thousand Metric Tons (50,000 MT) (+/-) 5% MOLSO.

b. Bids shall be made for 50,000 MT. Any bid less than 10,000 MT for CFR (Containerized – all containers in one shipment) or less than 25,000 MT in CFR (Break Bulk) or less than 10,000 MT in DPU (TCP Pipri Godown) Basis (Containerized – all containers in one

shipment), will not be accepted. Only firm offers/quantity will be considered. Quantity in either mode must be mentioned specifically.

c. The bidders are required to quote separate rate and separate quantity for supply of White Sugar for each mode of shipment, i.e. for CFR Karachi Basis (in Break Bulk or Containers) or DPU Karachi (TCP Pipri Godown) Basis (in Containers Only).

d. The Buyer (TCP) reserves the right to purchase, more or less than the advertised quantity.

e. Part shipment is allowed subject to Clause-16.

f. Both break bulk and containerized shipments are allowed in CFR but in DPU only containerized shipments are allowed.

g. The port of arrival/discharge will be any port in Karachi, Pakistan as designated by TCP. TCP reserves the right to divert the Vessel (break bulk) to any specific port in Karachi, Pakistan.

4. **PACKING:**

a. In standard export packing as prescribed by PS&QCA in new polypropylene (PP) bags with an inner polythene lining. The contents of sugar in each bag should be 50 Kgs net. The bags should be as per specification given below:-

S. No	CHARACTERISTICS	REQUIREMENTS	TOLERANCE	METHOD OF TEST
1.	Dimension in mm (inch) Outside length	950 (37)	± 15 mm	PS:ISO 22198
	Outside width	559 (22)	± 10 mm	
2.	Mass per sq. meter (gm)	94	± 5%	PS: ISO 3801
3.	Mass per bag (gm)	105	± 5%	
4.	Density/dm (inch) (Minimum) Ends	43(11)	XXX	PS: ISO 7211/2
	Picks	43(11)		
5.	Denier of tape (Minimum)	985	± 5%	PS: ISO 7211-5

b. The suppliers will provide, with each consignment, 2% extra empty bags (with inner liner) of same specifications, free of cost.

REQUIREMENTS: -

Joint bags : The sacks shall not be made from joint pieces. Any glue or adhesive not allowed for pasting.

Mass : The mass of sack as given in above table.

UV – Resistance Test: It is desirable by buyer and seller that the sacks are stabilized for U/V light. The procedure is described in **Annexure – I**.

Drop test : It is desirable by buyer and seller that the drop test shall be carried accordance with PS:4879 and the related parameter are prescribed in **Annexure-II**.

5. **LABELING:**

a. Each bag shall be marked with the following:

i. White Sugar;
ii. Guaranteed 50 kg Net.;
iii. Season of manufacture, "best within 2 years of manufacture";

iv. Name of Manufacturer.

Note: i. It may be ensured that all the requirements and the standards prescribed by Pakistan Standards and Quality Control Authority shall be complied with strictly.

ii. It may also be ensured that the cargo shall have atleast 50% (fifty percent) of the shelf life at the time of arrival at Karachi, Pakistan. Where this condition is not printed on the packing, a certificate issued by the Manufactures or Principals in respect of these conditions shall be accepted by Customs Authorities.

6. COUNTRY OF ORIGIN:

a. Country of Origin of White Sugar offered should be specifically mentioned in the Bid Form **Annexure-III**. Bidder shall give a certificate confirming the availability of stock.

b. The cargo (White Sugar) should not be originated from Israel or any other banned country.

7. METHOD OF PROCUREMENT:

Single Stage–One Envelope.

8. VALIDITY:

Offers should be valid up to **Eighty (80) Hours** from the opening of the bids.

9. CLARIFICATION / REJECTION OF BIDS:

i. **BASIS OF OFFERS/ PRICE**

a. The price shall be quoted in US dollar per metric ton on CFR KARACHI (Containerized – all containers in one shipment) or CFR (Break Bulk) or DPU at TCP's Pipri godown, Karachi basis (Containerized – all containers in one shipment) as per Bid Form (**Annexure-III**). However, separate rate should be quoted for each mode of supply specifically mentioning quantity, which should not be less than 10,000 MT for CFR (Containerized – all containers in one shipment) or 25,000 MT for CFR (Break Bulk) or 10,000 MT for DPU at TCP's Pipri godown, Karachi basis (Containerized – all containers in one shipment).

b. Afloat cargo shall not be accepted.

c. Only single rate to be quoted by the bidder for all the discharge ports in Karachi, Pakistan. The discharge port will be subject to clause 3(g).

ii. SUBMISSION OF BIDS:

a. The bid documents can be purchased from designated offices / downloaded from the website of TCP. Interested foreign White Sugar suppliers through their Local Representatives may submit their bids in sealed envelopes to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shahrah-e-Faisal, Karachi on **March 02, 2021 latest by 1200 Hours**. Bids received through fax, cable, courier or any other means except as prescribed above shall not be considered. The bids received will be opened at **1230 Hours** on the same day (thirty minutes after deadline for submission of bid) in the TCP Board Room in presence of bidders or their authorized representatives who may wish to be present.

b. The bidders are required to furnish the following documents alongwith their bids:

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

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

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

iv. Name and address of Local Representative with telephone and fax numbers e-mail address, NTN & CNIC.

v. Proof of registration with Tax Authorities **(Local Representative)**.

vi. An Affidavit on stamp paper of PKR 100/- to the effect that either the principal supplier/company or his local representative had never been black listed by TCP or any Government department/autonomous body.

vii. Financial status report about its financial standing and business integrity by the party's bank on its letterhead **(Principal Supplier)**.

viii. 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.*

ix. An Affidavit on stamp paper of PKR 100/- from the applicant that all the papers/documents and the information furnished by him / them are genuine and true in the terms of their contents and that if established otherwise at any later stage during the processing, he/she will be liable to blacklisting attracted under TCP's public notice No.1 of 2010 dated September 03, 2010, besides other action that the corporation might deem fit to take. The affidavit must be submitted on the prescribed proforma given at **Annexure-IV** of Tender Terms.

c. All bids must be submitted on the prescribed proforma given at **Annexure-III** along with original receipt of Rs. 2000/- 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) in favor of Trading Corporation of Pakistan, Karachi must be submitted along-with the bid.

e. Bids must be submitted through Bidder's representative and must accompany Bidder's (Principal's) authority letter in original on his letter head (or fax, to be replaced by original) duly signed and stamped, as per the attached Performa **(Annexure-V)**, a copy of which shall be sent to G.M. (MA&ID), TCP also directly by the Bidder through fax (before opening of bids) as well as courier.

f. The local representative 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 Representative shall be admitted and held as valid as if served upon the principal bidder.

g. The Buyer reserves the right to bifurcate the quantity.

h. The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the Bid(s) or bifurcate or increase/decrease the tender quantity as per PPR-2004.

i. Letter(s) of Acceptance/award will be issued by fax as well as by courier to the successful Bidder(s) and/or his/their Agent(s) in Pakistan within the validity of offer.

j. 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 suppliers against whom black listing process has been initiated or they have been black listed by TCP are not eligible to participate.

10. BID SECURITY:

a. Bid shall be accompanied by an original Bid Bond equivalent to **Two Percent (2%) of the DPU or CFR value** of the offered quantity of the Bid in the form of a Demand Draft or Pay Order in US Dollars or in the form of Bank Guarantee (on prescribed form as at **Annexure-VI**) in US Dollars. The amount of bid security equivalent to **Two Percent (2%) of the DPU or CFR value** of the bid can also be remitted to TCP's foreign currency account No. PK93SIND0003321163612500 in US Dollars (Title: Trading Corporation of Pakistan) in the Sindh Bank, Karachi Administration Society Branch, Plot No.SA/90, Block 08, KACHS, Near Sitara Bakery, Karachi with a credit advice from the Sindh Bank to TCP (General Manager, MA&ID) prior to opening of the tender.

b. The bid security must be verifiable and en-cashable at the counter of issuing (in case Bid Security is issued by local banks) and verifiable and en-cashable at the counter of local confirming bank (in case Bid Security is issued by foreign bank) in Pakistan. TCP has the right to request the confirmation and encashability from the confirming local bank in writing at the time of Bid Evaluation.

c. Bid Security of the unsuccessful Bidder(s) will be returned to them within seven days of award of the tender.

d. **The Performance Guarantee shall be furnished within Four (04) working days.** However, the bid Security of the successful bidder(s) would be considered as Performance Guarantee till submission of required Performance Guarantee within the stipulated period i.e. **04** (Four) working days **(refer clause-13)**.

11. BID EVALUATION CRITERIA:

a. Bid shall be evaluated solely on price basis subject to their conformity with terms and conditions of bid documents.

b. Offers for containerized shipment on CFR basis, below by US Dollar 06 PMT (Dollar Six only) than the offer of Break Bulk on CFR basis shall be deemed equivalent.

c. Offers for containerized shipment on DPU basis, higher by US Dollar 12 PMT (US Dollar Twelve only) than the offer of Break Bulk on CFR basis shall be deemed equivalent.

d. Similarly the Offers for containerized shipment on DPU basis, higher by US Dollar 18 PMT (US Dollar Eighteen only) than the offer of containerized shipment on CFR basis shall be deemed equivalent.

12. DOCUMENTS CONSTITUTING CONTRACT:

The IFB (Invitation for Bids), the Terms & Conditions of Tender and the Letter of Acceptance/Award issued by the Buyer shall constitute the Contract between the Buyer and the Seller. This is subject to signing of "Integrity Pact" by the seller immediately on award of contract as per the format at **Annexure-VII**.

13. PERFORMANCE GUARANTEE:

a. Successful bidder will be required to furnish a Performance Guarantee, for due and satisfactory performance of the contract, equal to **Five (5) percent** of the value of the contracted goods within **FOUR (04)** working days from award of contract, in the form of a Bank Guarantee from a Prime Bank to be furnished in the prescribed form **(Annexure-VIII)** in favour of Trading Corporation of Pakistan (Pvt.) Limited or in the form of a (Demand Draft) or (Pay Order) in US dollars. The amount can also be remitted to TCP's Foreign Currency A/C No. PK93SIND0003321163612500 in the Sindh Bank, Karachi Administration Society Branch, Plot No.SA/90, Block 08, KACHS, Near Sitara Bakery, Karachi with advice from the Sindh Bank to TCP General Manager (MA&I).

b. The bidder(s) is required to furnish integrity pact in the prescribed form **(Annex-VII)** along with the bid on letterhead of the seller. The successful bidder(s) shall furnish L/C related information within **FOUR** working days of the issuance of the award letter.

c. Satisfactory performance of the contract includes delivery of goods strictly according to the contract within the stipulated period of delivery at any port in Karachi, Pakistan as designated by TCP and settlement of any/all claims under this contract/tender.

d. Information required for opening of L/C will be furnished by the seller (e.g. name of Advising Bank and/or negotiating Bank with complete address and port of loading) within **FOUR** working days after award of the tender else if the delay is on the seller / suppliers part then such delay shall be on seller's account and the date of shipment will be calculated from date of award instead of date of opening of L/C.

e. Bid Security of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required performance guarantee and/or information as per Clause 10 (b) & (d).

14. FORFEITURE/RELEASE OF PERFORMANCE GUARANTEE:

a. The Buyer shall forfeit/encash the Performance Guarantee if the Seller:

i. Fails to supply the goods within the specified period.

ii. Commits any breach of contract or fails to fulfill any terms or conditions of the contract (as per clause-12).

b. The Performance Guarantee will be released to the suppliers on successful and satisfactory execution of the contract. No claim shall lie against the Buyer in respect of interest on Performance Guarantee regardless of the time of its release.

15. LETTER OF CREDIT (DOCUMENTARY CREDIT):

The Buyer shall establish in favour of the Seller an irrevocable Letter of Credit in US Dollars only 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. The selection of L/C opening / issuing bank will be sole discretion of TCP and supplier must fulfill the requirements of L/C opening / issuing bank including compliance requirements for the purpose of L/C opening. The delay in furnishing the L/C information will be on seller's account. L/C details must include information as at **Annex-IX**.

16. SHIPMENT/DELIVERY:

a. Shipment of a minimum of 10,000 MT through CFR (Containerized – all containers in one shipment) and/or 25,000 MT through CFR (Break Bulk) and/or 10,000 MT through DPU at TCP Pipri Godown basis (Containerized – all containers in one shipment) +/-5% MOLSO, within 2 weeks (excluding voyage time) from the date of opening of L/C.

b. The shipment of balance quantities will follow every week, with each shipment carrying not less than 10,000 MT in CFR (Containerized – all containers in one shipment) or 25,000 MT in CFR (Break Bulk) or 10,000 MT in DPU at TCP Pipri Godown basis (Containerized – all containers in one shipment) +/-5% MOLSO, beginning from the due date of first shipment (not including the 05 days provided with late shipment penalty under clause-17). In case opening of L/C is delayed due to any fault of supplier, the shipment date will be counted from the date of award instead of opening of L/C (read with 13 d).

c. **The seller must ensure the delivery of entire awarded quantity, as per schedule mentioned at (a) & (b) above or latest by 15th May, 2021, whichever is earlier.** However, 5 days extra time will be allowed for DPU shipment.

d. Seller to intimate the nominated carrying vessel on fixing prior to ETA at load port.

e. Buyer has the right to change / revise the shipments schedule according to the awarded quantity and port availability / situation etc., before issuing the Award letter or within Laycan time.

f. Shipment(s) earlier than the schedule prescribed at "a & b" above will be appreciated. However, suppliers must ensure completion of deliveries as mentioned at 'c' above.

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

17. LATE SHIPMENT PENALTY/LIQUIDATED DAMAGES:

If the goods are not delivered / shipped within the contracted period, the Buyers will accept late shipment for a maximum period of **Five (05) days for CFR Break Bulk and CFR Containerized mode of shipment**, subject to payment by the sellers of **penalty at US$ 0.25 per metric ton per day on unshipped quantity**. Any further extension will be at the sole discretion of buyer at higher penalty or cancellation of the contract at seller's risk and cost. For the CFR mode, the date of completion of loading of cargo on each container shipment or vessel, as evident from the date of its last Bill of Lading, will be treated as the date of shipment for the purpose of late shipment penalty. Whereas for DPU basis the date of completion of un-loading of cargo at TCP's Pipri Godowns, for container, as confirmed by TCP's Pipri Godown Officials, will be treated as the date of shipment for the purpose of late shipment penalty.

18. PRE-SHIPMENT INSPECTION:

a. The Buyer will appoint an internationally recognized Pre-Shipment Inspection Agency (PSIA) from its panel. The cost of inspection, sampling, testing, etc. and PSIA fee shall be borne by the seller.

b. The Seller shall, on receipt of L/C from the Buyer, 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.

c. 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 – X**.

d. The result of test(s) shall be deemed to be final at Load Port and shall be binding on both the buyers and seller.

e. PSIA shall also invariably, test the specifications of packing/PP bags. Besides the contents of sugar (**@ 50 KG net per bag**) are to be ensured by PSIA as well as by the supplier.

f. The offered sugar or packing bags or both shall be rejected, if they don't meet any of the specification or characteristic prior to loading.

g. The PSIA shall allow sailing / dispatch in writing after ensuring that the cargo is as per specification provided in the tender and proper airtight sealing of the containers / covers of the holds / hatches of the vessel.

h. The PSIA shall ensure the receipt of EIR (Equipment Interchange Receipt) (empty) to be provided by the supplier/terminal before loading of cargo in the containers at the load port or container stuffing facility of supplier. After completion of loading of each container another EIR (full) must also be obtained by the PSIA at load port (for containerized shipment).

i. Both EIRs to be sent by PSIA to TCP through Email, well before arrival of the containers at discharge port (for containerized shipment).

j. PSIA must ensure that the condition of whole containers, especially the Floor of containers is without any dents, wear & tear and also the condition of holds is fully clean without any leakages of bottom, wet, oily, dirty and suitable for loading of cargo (for containerized shipment).

k. PSIA shall issue specific certificate with regard to inspection of containers/holds stating that containers/holds have been inspected and examined prior to commencement of loading of the cargo and containers found fully clean un-dented, damaged, seaworthy, dry and holds also found fully clean without any leakages of bottom, wet, oily, dirty and suitable for loading of cargo.

l. The PSIA shall allow sailing in writing after ensuring that cargo is as per specifications provided in the tender alongwith a clear mention that the container / covers of the holds/hatches of the respective vessel are properly sealed / air tightened.

19. **AGE OF VESSEL:**

a. The seller supplying bagged cargo in containers shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The vessel shall not be over twenty five (25) years of age.

b. The seller supplying the bagged cargo in bulk vessel shall ensure, that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The vessel shall not be over fifteen (15) years of age. A vessel over 15 years of age but not exceeding twenty five (25) years would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertisement schedule 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 through bank, at actual, as per Debit Note of NICL.

20. **TERMS OF SHIPMENT**

a. **CFR (FOR BREAK BULK):**

i. Minimum shipped quantity should be **25,000 MT** +/- 5% MOLSO.

ii. Seller to notify to TCP at least five (5) days prior to ETA at load port the nomination of carrying vessel along with the name of load port.

iii. The cargo to be discharged at the average rate of **two thousand (2000) MT** at Karachi Port or Bin Qasim Port per weather working day (PWWD) of 24 consecutive hours based on minimum number of four (5) hatches and minimum four cranes/derricks of minimum 25 M/Tons (All installed cranes/derricks should be operative all the time during discharge). All time loss delay due to non availability of

cargo gears shall be on account of seller. Sundays and holidays excluded, 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 @ USD Seven thousand (USD7,000) per weather working day and on prorata for any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half the demurrage rate for all the time saved. Lay time at discharge port shall commence 24 hours after the notice of readiness has been received in writing in original in the office of receiver on working days from Monday to Friday between 0900 hours to 1700 hours. NOR through fax, email, or any other mode except mentioned above shall not be treated.

iv. Seller shall advise G. M. (D&POD) TCP by email address: tcp@tcp.gov.pk, and by fax no. (0092-21) 99202722, 99202731, and National Insurance Corporation, Karachi by Cable care NAINSOUTH and by fax no. (0092-21) 99202764 or 99202723 (or any other insurance company nominated by the buyer) about sailing of the ship from the load port, the quantity of cargo loaded, name of ship and address of the Local Representative of vessel and ETA Karachi Port with in 2 (two) working days from the date of sailing.

v. Trans-shipment not allowed.

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

vii. Buyers nominated agent to be appointed by the Seller/Ship owner paying customary agency fee together with port charges/vessel expenses at discharge port.

viii. Delivery of cargo to be allowed against indemnity bond of P & I Club on Buyer's letterhead endorsed by bank in lieu of original Bill(s) of Lading.

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

x. Vessels of Israel flag or any other banned country are not allowed for carrying the cargo.

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 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 (IFB, Terms & Conditions of Tender and Letter of Acceptance). In such case, the contract between Buyer and Seller shall prevail and seller shall be responsible for the same.

xiii. Only geared vessel (bulk carrier) is acceptable. However, vessel with double/twin hatches/ decker shall also be acceptable subject to the condition that extra stevedoring cost shall be borne by seller/owner/master with consultation of buyer's cargo handling agent and discharge rate shall also be mentioned @ 1,000 MT PWWD instead of 2,000 MT PWWD.

xiv. Seller will arrange ocean transportation through one or more vessels for the contracted quantity on the basis of minimum lot of **25,000 MT**. Shipment(s) shall be on CFR Karachi Port / Port Bin Qasim 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, 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 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 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 & also by e-mail about vessel's position and status of loading operations.

xvii. Master of the vessel and local shipping agent shall notify receiver (Buyer) by cable or fax and e-mail tcp@tcp.gov.pk ten (10) days, seven (7) days, 72 hours, 48 hours and 24 hours in advance confirming vessel arrival time in the port of Karachi. Any variation of 12 hours or more in the arrival time requires an additional notification by fax / cable. All port charges included tax on vessel shall be paid by ship owner 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. Discharging at one or two safe berths of Karachi Port/Port Bin Qasim with cost and shifting time on Ship owner's account, even if vessel is under demurrage. Time lost in shifting of vessel from berth to berth, 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 to be for Ship owners' account.

xx. First opening of holds/hatches not to count towards lay time.

xxi. Karachi port to be first discharge port after sailing from the loading port. After registration of vessel at any of the ports of Karachi i.e. Karachi Port, Port Bin Qasim vessel not to sail for any other port prior to completion of discharge of the entire loaded cargo at Karachi port.

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

xxiii. Master/Ship owner must fully abide by all regulations and orders of port authorities.

xxiv. The vessel to allow work at all times of the day and night.

xxv. The owners to guarantee gear tested not more than one year prior to readiness.

xxvi. The vessel to supply, free of expense to the receiver, light for night work and power to drive winches, derricks or hydraulic cranes of twenty five (25) tons capacity 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.

xxvii. No cargo to be loaded in the deep tanks, alleys and in inaccessible places. If loaded, unloading time not to count. All damages to ship due to discharging from deep tanks will be owner's liability.

xxviii. 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 and also send the soft copy of charter party on email tcp@tcp.gov.pk and Khizarprotcp@yahoo.com. Charter party should be in readable/typed form.

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

xxxi. In case of damaged cargoes, the cost of damaged cargo and resultant duties and extra stevedoring charges plus extra cost, if any, will be at shipowners' 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. The Seller/Ship-owner to guarantee that cargoes carried by the vessel on its last three (3) voyages prior to the voyage in question were non toxic.

xxxiii. Proper craft paper &/or wooden dunnage shall be applied/provided by the Shipowner/Seller prior to loading in containers/vessel holds and verified by the Buyer's Pre-shipment Inspection Agency.



b. **TERMS OF SHIPMENT ON CFR BASIS (FOR CONTAINERIZED SHIPMENT):**

i. **SUPPLIER'S RESPONSIBILITY-CFR CONTAINER TERMS**

1. It shall be ensured that 1st shipment of minimum 400 containers of 20 ft (all containers in one shipment) which equals to approximately 10,000 MT +/-5% MOLSO must arrive within 2 weeks (excluding voyage time) from the date of opening of L/C.
2. It shall be ensured that shipment of balance quantity shall follow every week of minimum 400 containers of 20 ft (all containers in one shipment) which equal to approximately 10,000 MT +/-5% MOLSO.
3. Seller to notify to TCP at least five (5) days prior to ETA at discharge port, details of the vessel, number of containers, Quantity, port of discharge, ETA discharge port, name of the carrier/agent at discharge port.
4. The cargo must be shipped through Main Line Operators. NVOCC operator (Non-vessel operating common carrier) would not be acceptable.
5. It shall be ensured that the shipment is made in seaworthy/sound containers.
6. The Seller shall ensure **Deposit Free Shipment** and it must be stated on Bill of Lading, as TCP will not pay any deposit fee to the shipping lines.
7. Each container should carry 520-540 bags (50 KG net.).
8. Only Master B/L, issued by shipping line, signed by their authorized agent, **mentioning TCP as the consignee**, would be acceptable.
9. Freight Forwarder/House B/L not acceptable.
10. Short form/blank back/charter party B/L not acceptable.
11. Claused or Stale B/L not acceptable.
12. Shipment on a vessel authorized to enter ports of Pakistan.
13. B/L to show shipping agent's name and contact number at Karachi.
14. Shipment advice shall be sent by Email or fax ***immediately*** within ***24 hours*** of sailing of vessel from load port.
15. The seller shall provide minimum of 28 days, **Line Demurrage Free Time** at destination and must be stated on the Bills of Lading.
16. In the absence of Original Bills of Lading, cargo shall be delivered to TCP by the shipping line/agent/against LOI of TCP on TCP's letterhead (as per wordings of carrier/agent) countersigned and stamped by the LOI issuing bank.
17. Each container should have dunnages and Kraft paper at Seller's expenses.
18. Freight charges which cover the freight from load Port to Karachi port and/or Bin Qasim port, the transport from warehouse to load port, export documentation, customs documentation, bill of lading charges, terminal handling charges (THC) and/or any other related charges at load port will be on seller's account. In case the original bills of lading is not available with TCP, Supplier shall give a no objection certificate to the carrier/agent as follows:

NO OBJECTION CERTIFICATE

TO

WE HEREBY CERTIFY THAT _____ THE SELLERS OF THE CARGO SHIPPED UNDER TENDER NO. _____ DATED _____ HAS NO OBJECTION ON OUR PART IN YOU DELIVERING THE SAID CARGO UNDER BL NO. _____ THE PARCEL OF SSS X 20 FT DESTINED TO PAKISTAN, IN FAVOUR OF TRADING CORPORATION OF PAKISTAN (PVT) LIMITED, AGAINST A SATISFACTORY LOI IN CARRIERS/AGENTS

FORMAT DULY COUNTERSIGNED AND STAMPED BY _____ BANK, PAKISTAN FULLY PROTECTING YOUR AND OUR INTERESTS IN ALL RESPECTS.

THANKS AND REGARDS.

FOR M/S. _____

AUTHORIZED SIGNATORY

ii. **TCP'S RESPONSIBILITY – CFR BASIS (CONTAINER TERMS)**

1. Arranging of ports and customs clearance, payment of all duties and taxes, duties and taxes on services, customs examination and any other customs expenses, agency commissions if any.

2. Payment of charges such as wharfage, R&D Truck-in charges, Fuel Adjustment charges, Scanner charges, PACCS Examination charges, weighing charges, PACCS scanning charges, KDLB Charges lift-on/lift-off charges port storage/Ground Rent charges any port handling charges and sales tax applicable on services, payment of all charges such as delivery order charges, terminal handling charges (THC) as per lines tariff, Data transfer, port handling charges (PHC) Bank charges seal opening charges cancellation charges re-print document charges, container insurance charges, gate-pass charges, container line detention/line demurrage charges after expiry of 28 days free-time.

3. Payment of transportation from KPT, PICT, QICT, KICT up to TCP warehouse. Any applicable charges as per Pakistan law for transport services, traffic challan / fines /fees etc, truck detention charges, if any, for any reason.
4. Payment of labour towards de-stuffing and stacking of cargo inside TCP warehouse.
5. It shall be the sole responsibility of TCP to provide TCP's LOI in the carriers' and/or owners' and/or agent's format, duly countersigned and stamped by the LC Opening Bank and any other documents required for the clearance of cargo from customs and or port in a time bound manner to ensure timely release of containers.
6. Partial shipments are allowed.

c. **TERMS OF SHIPMENT ON CONTAINERIZED DPU BASIS (TCP PIPRI GODOWN, KARACHI.**

i. **Supplier's Responsibility- DPU (Containerized) Shipment Terms**

1. It shall be ensured that 1st shipment of minimum 400 containers of 20 ft (all containers in one shipment) which equals to approximately 10,000 MT +/-5% MOLSO must arrive within 2 weeks (excluding voyage time) from the date of opening of L/C.
2. It shall be ensured that shipment of balance quantity shall follow every week of minimum 400 containers of 20 ft (all containers in one shipment) which equal to approximately 10,000 MT +/-5% MOLSO.
3. It shall be ensured that the shipment is made in seaworthy/sound containers.
4. Each container should have dunnage and Kraft paper at Seller's expenses.

5. B/L issued by Shipping Line, signed by their authorized agent, mentioning **TCP as the consignee** would be acceptable only.
6. Freight Forwarder/House B/L not acceptable.
7. Short form/blank back/charter party B/L not acceptable.
8. Claused or Stale B/L not acceptable.
9. Shipment on a vessel authorized to enter ports of Pakistan.
10. B/L to show shipping agent's name and contact number at Karachi.
11. Shipment advice shall be sent by Email or fax immediately within 24 hours of sailing of vessel from load port.
12. Payment of charges such as wharfage, R&D Truck-in charges, Fuel Adjustment charges, Scanner charges, PACCS Examination charges, weighing charges, PACCS scanning charges, KDLB Charges lift-on/lift-off charges port storage/Ground Rent charges any port handling charges and sales tax applicable on services, payment of all charges such as delivery order charges, terminal handling charges (THC) as per lines tariff, Data transfer, port handling charges (PHC) Bank charges seal opening charges cancellation charges re-print document charges, container insurance charges, gate-pass charges, container line detention/line demurrage charges.
13. Payment of transportation from KPT, PICT, QICT, KICT up to TCP warehouse. Any applicable charges as per Pakistan law for transport services, traffic challans /fines/fees etc., truck detention, if any, for any reason.
14. Payment of labour towards de-stuffing and stacking of cargo inside TCP warehouse.
15. It shall be the sole responsibility of TCP to provide TCP LOI in the carriers' and/or owners' and/or agents' format, duly countersigned and stamped by the LC Opening Bank and any other documents required for the clearance of cargo from customs and or port in a time bound manner to ensure timely release of containers.
16. Freight charges which cover the freight from load Port to Karachi port and/or Bin Qasim port, the transport from warehouse to load port, export documentation, customs documentation, bill of lading charges, terminal handling charges (THC) and/or any other related charges at load port will be on seller's account. In case the original bills of lading is not available with TCP, Supplier shall give a no objection certificate to the carrier/agent as follows:

NO OBJECTION CERTIFICATE

TO

We hereby certify that _____ the sellers of the cargo shipped under tender no. _____ dated _____ has no objection on our part in you delivering the said cargo under bl no. _____ the parcel of SSS x 20 ft destined to Pakistan, in favour of Trading Corporation Of Pakistan (Pvt) Limited, against a satisfactory LOI in carriers/agents format duly countersigned and stamped by _____ bank, Pakistan fully protecting your and our interests in all respects.

Thanks and regards.

For M/s. _____

Authorized signatory

i. **TCP'S RESPONSIBILITY – DPU BASIS (CONTAINER TERMS)**

Arranging of ports and customs clearance, payment of all duties and taxes.

21. INSURANCE:

i. The goods shall be insured by the Buyer. The Seller shall, within 12 Hours of completion of loading of vessel, through fax inform the Buyer fax nos. (0092-21) 99202722, 99202988 & 99202595), the National Insurance Co. Ltd, NIC Building, Abbasi Shaheed Road, Off Shahrah-e-Faisal, Karachi fax nos. (0092-21) 99225864, 021-99225075,or any other insurance company nominated by the Buyer and the opening bank the following details of shipment: -

1. Name of vessel.
2. Sailing date.
3. Port of shipment/ loading.
4. Invoiced quantity of the containers / vessel and total value of the goods, Bills of Lading, No. & Date
5. ETA of vessel/lot of container at any port in Pakistan as designated by TCP.

ii. This will 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.

22. POST LANDING SURVEY:

a. In case of any damage to the cargo or any shortages found at discharge port (break bulk) during joint survey, the claim shall be lodged by the Buyer on the Shipowner. Whereas in case of any damage to the cargo or any shortages found at Terminal/Godown or any material short (i.e. less weighted bags) during joint survey (**DPU / CFR through Containerized shipment**), the claim shall be lodged by the buyer on the seller/supplier.

b. The discharging at port/ de-stuffing at godowns shall be allowed to commence by Buyer's Surveyor on completion of all Port / Godown's formalities, under intimation to the General Manager (D&POD) TCP, Karachi.

23. PAYMENT:

a. The letter of credit shall be negotiable against the following documents:

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 / DELIVERED AT PLACE UNLOADED**" 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 the month and year of production.

iv. Certificate of pre-shipment Inspection regarding quality, quantity/weight and packing by the PSIA nominated by the Buyer.

v. Certificate issued by the concerned / authorized government agency that the sugar is free from harmful Radioactivity or as per reporting standard of the exporting country.

vi. Certificate issued by the producer/exporter that sugar is fit for human consumption and free from any harmful substance.

vii. Certificate of origin issued by manufacturer/exporter as well as Chamber of Commerce in country of origin.

viii. Official Stowage Examination Certificate Original, issued by the PSI stating that the containers or vessel holds were duly examined prior to the commencement of loading and found fully clean, dry and suitable for sugar loading.

b. Negotiation of documents under reserve is not acceptable.

c. T.T. reimbursement, if desired, will be allowed at Seller's cost.

d. Bank charges outside Pakistan, if any, to be borne by the Seller.

e. All bank charges in Pakistan connected with opening of L/C, increasing its amount and also all bank commission connected therewith, will be for the Buyer's account. In case any amendment or extension in L/C is desired by the Seller, the expenses shall be for the Seller's account.

f. In case it is desired that L/C be cabled to the beneficiaries it can be done by the Buyer at the cost of the Seller.

g. If L/C is required to be confirmed by any bank, such confirmation can also be arranged provided the bank charges involved are paid by the Seller.

h. Shipping documents must be presented within the validity of letter of credit.

i. L/C to be valid for the negotiation for 30 days after shipment.

j. Vessels of Israel flag or any other banned country are not allowed for carrying the cargo.

24. DOCUMENTS:

The Sellers shall send by fax/E-mail, followed by courier to the General Manager (D&POD) TCP five sets of non-negotiable documents within seven (7) days of sailing of vessel. The Seller shall also ensure that these documents are actually delivered to the Buyer before the arrival of vessel at any port in Pakistan as designated by TCP. The Seller shall ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in Pakistan before arrival of the vessel. Third party documents are acceptable except for Commercial Invoice and Draft. If these documents are not received by Buyer's bank concerned before the ship's arrival, the Seller would deliver the consignment to TCP against TCP's own Letter of Indemnity and instruct the Ship owner and the Shipping Agent concerned accordingly.

25. FORCE MAJEURE:

a. Should any of the force majeure circumstances, namely Acts of Allah, natural calamity, fire, government restrictions, strikes or lock-outs by workman, 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 Two months, 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 of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce of the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances.

b. 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.

26. DAMAGES:

a. If the goods are not shipped within the contracted period of shipment, the Seller shall be liable to pay to the 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 to the Buyer. The quantum of such damages will be determined at the sole discretion of Buyer.

b. The Buyer reserve the right to reject the consignment / vessel or claim damages, if any contravention of the tender terms and conditions is found on the part of seller.

27. 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.

28. ARBITRATION:

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the Buyer and 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 Pakistani Law of Arbitration Act 1940.

29. CONFIDENTIALITY:

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

TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED, KARACHI

UV – RESISTANCE TEST

UV – resistance Test: The determination of the fluorescent of UV – radiation and weathering on the breaking strength of woven polypropylene fabric shall be carried out in accordance with ASTMG 53.

Test procedure: The test shall be carried out with fluorescent UV – Lamp type – B. The duration of the test shall be 144 hours (i.e. 6 days). The test cycle shall be 8 hours at +60°C with UV – radiation, alternating with 4 hours +50°C with consideration.

Criteria for passing the UV–resistance test: After the test, the breaking strength of the tested material shall be at least 50% of the original breaking strength.



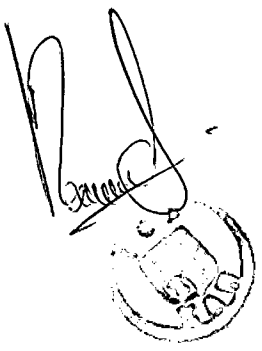
TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED, KARACHI

DROP TEST

The drop test shall be carried out on three sacks and shall comprise of following sequence.

Flat dropping: The sack shall be dropped from a height of 1800 mm twice one flat face and twice on the opposite flat face.

Criteria for passing the drop test: After each drop there shall be no rupture or loss of contents. A slight discharge e.g. from closures, upon impact shall not be considered a failure of the sack provided that no further leakage occurs after the sack has been raised clear from the ground.



TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED, KARACHI.

BID FORM

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

2. Name & Address of Local: _____
   Agent in Pakistan : _____
   N.T.N. No. & NIC No. : _____
   Telephone : _____
   Fax : _____
   Email : _____
   Name of the Bank & A/c. No.: _____

3. **PRICE:**

Sr. No.	PARTICULARS	Containerized (CFR basis) *(Not less than 10,000 MT)*	Containerized (DPU basis) *(Not less than 10,000 MT)*	Break bulk (CFR basis) *(Not less than 25,000 MT)*
1.	Quantity in Figures			
2.	Quantity in Words			
3.	Price in US$/MT			
4.	Price in Words			

5. Country of Origin : _____

6. Amount of Earnest Money: _____

a. Pay Order/Demand Draft/
   Bank Guarantee/Standby
   L.C. No. & date : _____

b. Drawn at / issued by : _____

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

Signature : _____

Name : _____

Designation : _____

Date : _____

Stamp : _____

ANNEXURE-IV

ON STAMP PAPER OF PKR.100/-

AFFIDAVIT

I/We_____ son/daughter/wife of _____, resident of/having office at _____, Holding CNIC bearing no. _____ and passport bearing 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/MA&TD/Sugar/20-7/2021 dated February 19, 2021 are true and genuine. If, at any time, any information or document is found false or incorrect, I/We shall be liable for blacklisting under TCP's Public Notice No. 1 of 2010 dated 3rd September 2010, besides any other action which the TCP may take under the law.

2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs_____

_____

_____

Official Stamp

Solemnly affirmed before me on this day, by the deponent(s) named above with whose identity I am satisfied on the basis of his/her/their CNIC/passport.

COMMISSIONER FOR TAKING AFFIDAVITS

ANNEXURE-V

AUTHORITY LETTER FOR REPRESETATIVE

(To be printed on the letterhead of the Bidder)

We hereby certify that M/s/Mr./Ms. _____ with their head office located at _____ have been appointed to act as our Representative(s) in connection with TCP White Sugar Import Tender No. TCP/MA&TD/Sugar/20-7/2021 dated February 19, 2021 and given full authority to purchase tender documents, submit offers, negotiate and sign contracts and other documents on our behalf in respect whereof we shall be fully responsible.

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

_____	_____
<Name>	<Name>
Designation Authorized Signatory One	Designation Authorized Signatory Two

ANNEXURE-VI

BANK GUARANTEE FORM IN RESPECT OF EARNEST MONEY

(To be furnished on Stamp Paper of appropriate value)

The Trading Corporation of Pakistan (Pvt) Limited,
Finance & Trade Centre, Shara-e-Faisal,
Karachi.

M/s. _____through their agent _____(hereinafter called the Tenderers) are submitting their offer against Tender No. TCP/MA&TD/Sugar/20-7/2021 dated February 19, 2021 and have requested us to issue a Bank Guarantee for an amount of US$. _____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 US$ _____ (in words)_____ to you on demand without any further question or reference to the Tenderers on the Tenderer'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 upto ..... *(One month from the date of opening of tender).* In case the tenderers are awarded a contract for supply of goods as per Tender quoted above, the Guarantee will remain valid upto the date of furnishing of an acceptable performance Security as prescribed by TCP.

4. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you.

5. Our liability hereunder is limited to US$_____.

Name of Bank_____
Address_____
_____

SIGNATURE
AUTHORIZED OFFICER OF THE BANK

ANNEXURE – VII

INTEGRITY PACT

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

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

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

[The Seller/Supplier] 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/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. 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/Supplier] agrees to indemnify fully and to keep indemnified 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/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form TCP, Ministry of commerce, Government of Pakistan.

ANNEXURE – VIII

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 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/MA&TD/Sugar/20-7/2021 dated _____, 2021 and fulfilled the terms and conditions of the contract, will 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 90 days.

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

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

Complete Applicant Name -
Complete Applicant address -
Complete Beneficiary Name –
Complete Beneficiary address –
Name of the Country –
Port of shipment –
Port of discharge –
In case if shipment is to be made from country other than mentioned above
· Name of the country
· Complete name of the Supplier, Shipper or any other party involve etc.)
· Port of shipment (mention any other ports involved)
· Port of discharge (mention any other ports involved)
All Banks involve (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:-

a. GENERAL:-

i) 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.

ii) 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:-

1. Copy of TCP's import tender.
2. Copy of L/C.
3. Copy of Ship Particulars.
4. Copy of Vessel acceptance letter issued by TCP (break bulk).
5. Any other document, if required by PSIA or as instructed by TCP.

b. 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 (i.e. as per no. of bags .containing 50 KG net sugar per bag).

iii) Certificate of Quantity as per draught survey (break bulk).

2. 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 tender. 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 Government, samples should be drawn in the presence of supplier/exporter and samples should be sealed by the supplier/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 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 supplier / 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 supplier / 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 suppliers and one set be retained by them (Pre-shipment Inspectors) for subsequent test.

f. If required, the PSIA will instruct supplier/exporter for provision of craft 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, the PSIA will also check and certify the packing material in accordance with PSQCA method & standards or as prescribed in the import contract/tender.

i. PSIA shall ensure the sugar contents not less than 50 KG net per bag.

j. PSIA will seal the containers / holds /hatches of the vessel after loading and issue Seal Certificate, duly endorsed by the Shipping Line Agent / Master of the vessel.

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

3. INSPECTION OF CONTAINERS

a. The PSIA should carry out proper weighment of containers, survey its condition and ensure its free from damage / dents, and all other necessary surveys/inspections before loading the cargo. If container is found satisfactory in all respect then PSIA shall issue the fitness certificate that container is fully fit and suitable to load the intended cargo. In case PSIA feel that the container is not suitable to carry the TCP's cargo, PSIA can reject the container with sufficient justification/report.

b. PSIA shall ensure and certify that all containers are: -

i) Free from remains of last cargo.

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.

c. PSIA shall ensure that all the formalities required for containerized shipments, as per international trade practices, have been completed.

d. Any other formalities/responsibility as per tender/other related document.

1. INSPECTION OF VESSEL: -

a. The PSIA should carry out draught survey (break bulk), condition survey, holds inspection, holds tightness inspection / survey and all other necessary survey / inspections at berth. If vessel found ready in all respect than 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 sub standard found, the vessel would never be allowed 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 of the vessel, prior to issuance of the Fitness Certificate.

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

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

e. Examine the ship's certificates to ensure their validity, and the validity / expiry dates to be stated in the PSIA report (break bulk).

f. Check the Cargo Gear Book for examination and validity and also check the last port control report (break bulk).

g. 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 (break bulk).

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

i. All bilges to be clean and dry and tested for their good working order (break bulk).

j. 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 (break bulk).

k. All hatch covers to be properly battened down, in seaworthy condition, with all cleats closed, to be hose or ultrasonic tested for tightness (break bulk).

l. Carrying 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.

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

i) Proper airtight sealing of the covers of the holds/hatches of the vessel.

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 grain.

3. **Payment:-**

Payment of all PSI charges including testing charges shall be on account of seller.

****