

Standard Bidding Document

TENDER FOR PROCUREMENT OF 62,500 METRIC TONS +/- 5%
MOLSO OF LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN
DOUBLE POLISHED ON CIF FREE OUT DAKAR, SENEGAL AND
BANJUL, THE GAMBIA BASIS IN BREAK BULK / CONTAINERIZED
SHIPMENTS
(Goods)

National

Single Stage-Two Envelope



August 20, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Trading Corporation of Pakistan (TCP)** has reserved Funds for the procurement planned for FY 2026-27. The **Trading Corporation of Pakistan (TCP)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"TENDER FOR PROCUREMENT OF 62,500 METRIC TONS +/- 5% MOLSO OF LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED ON CIF FREE OUT DAKAR, SENEGAL AND BANJUL, THE GAMBIA BASIS IN BREAK BULK / CONTAINERIZED SHIPMENTS"** with the reference of **"P92800"**
2. The **Trading Corporation of Pakistan (TCP)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Banker's Cheque, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/92800>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 8, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, September 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

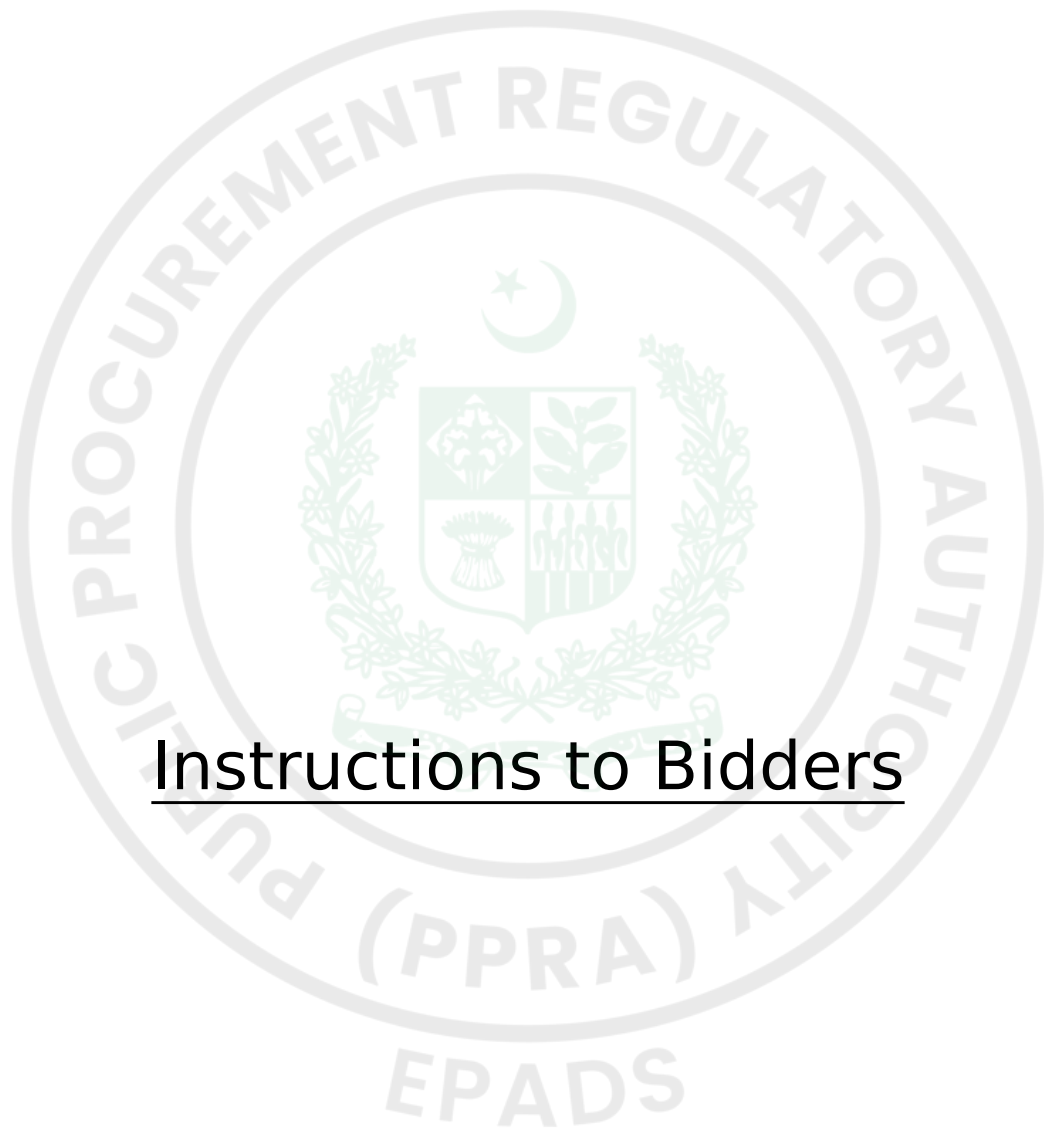
In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s).

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

- a. the expiry of the Bid Security;
- b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
- c. the rejection by the Procuring Agency of all Bids;
- d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- a. if a Bidder:
- b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
- c. does not accept the correction of errors; or
- d. in the case of a successful Bidder, if the Bidder fails:
- e. to sign the contract; or
- f. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2**, it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to

perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

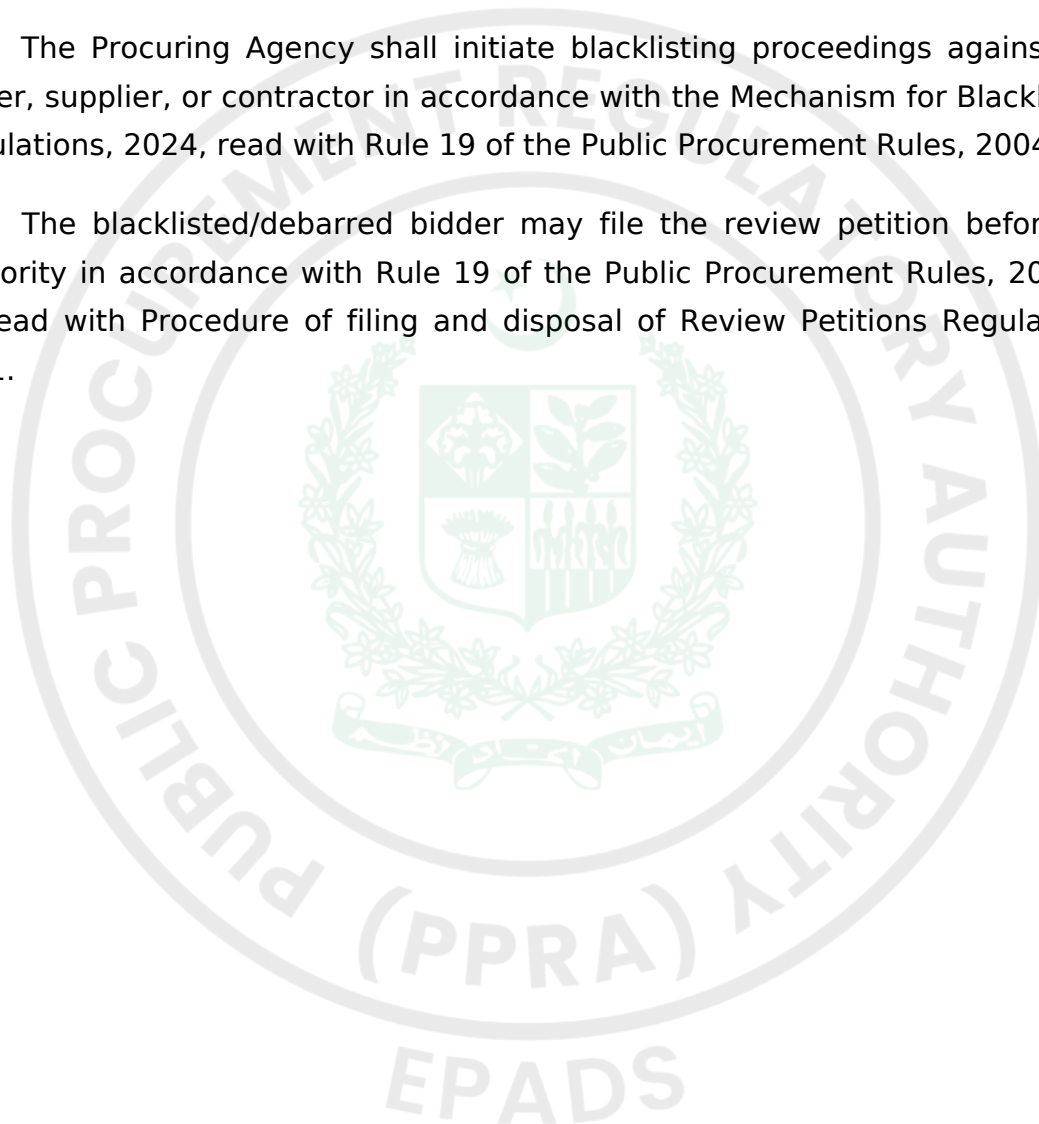
40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

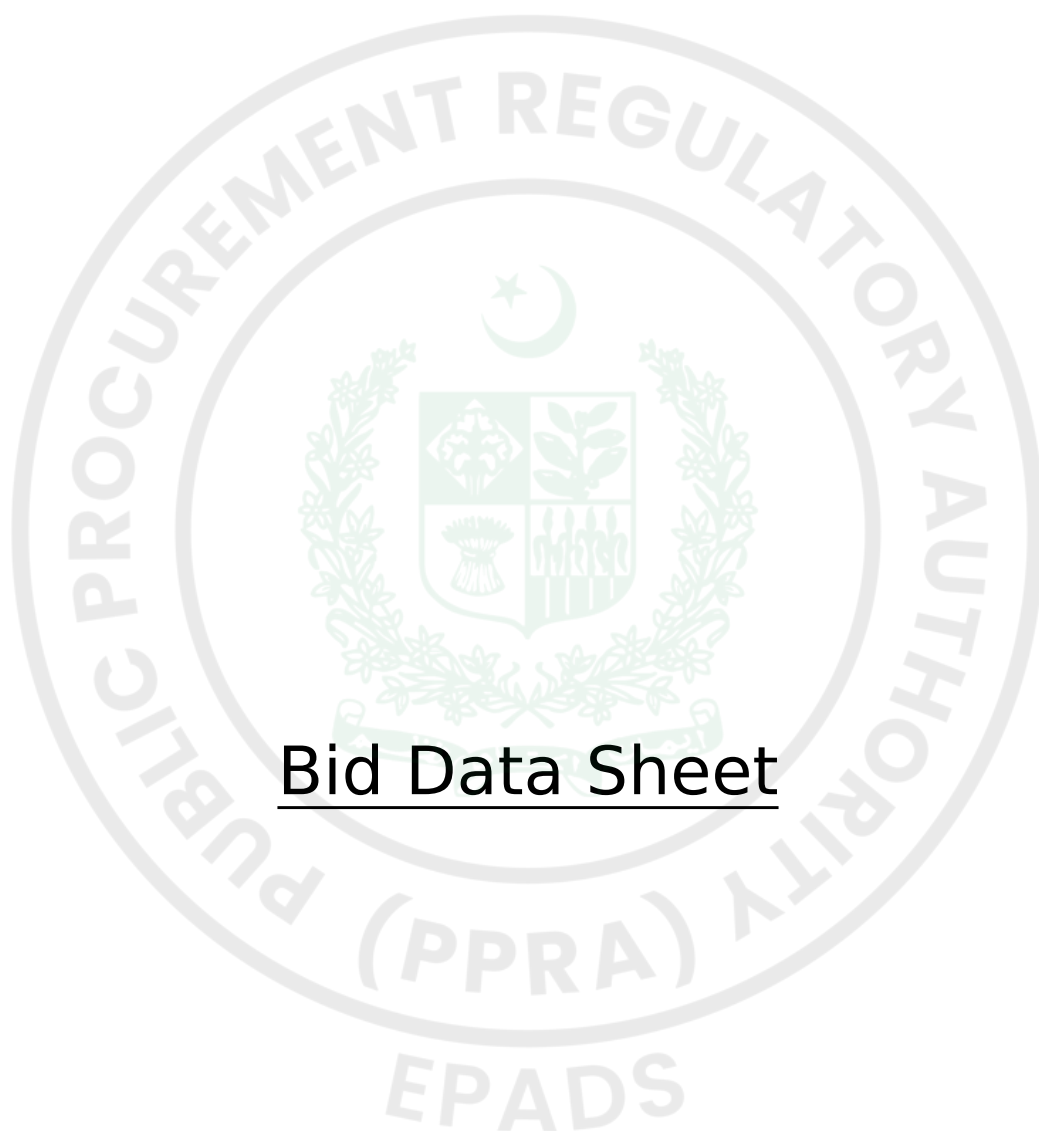
G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP))**

The subject of procurement is: **TENDER FOR PROCUREMENT OF 62,500 METRIC TONS +/- 5% MOLSO OF LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED ON CIF FREE OUT DAKAR, SENEGAL AND BANJUL, THE GAMBIA BASIS IN BREAK BULK / CONTAINERIZED SHIPMENTS**

Expected commencement date: **Monday, September 28, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P92800**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, August 31, 2026

Pre-Bid Meeting: Monday, August 31, 2026 11:00 AM

Venue: Board Room, TCP's Principal Office, 4th Floor, Block-B, Finance & Trade Center, Shahra-e-Faisal, Karachi.

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6

ITB Number 11.1

Items/Lots and therrre related documents:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **21 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Banker's Cheque, Bank Guarantee**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province). before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, September 8, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, September 8, 2026**

Time : **11:30 AM**

BDS Clause Number 14

ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.



Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	FBR (NTN)
Sole Proprietorship	FBR (GSTN)
Partnership Firm	
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Valid Rice Exporter Association of Pakistan (REAP) membership certificate.	Yes
Copy(ies) of CNIC of proprietor/partners/directors of the firms/AOPs/companies/sole proprietorship along with a copy of Registration Certificate or Partnership Deed or Memorandum & Articles of Association where applicable, respectively.	Yes

Copy of NTN and proof of inclusion in Active tax payers list.	Yes
Complete address for correspondence, including landline, mobile number, fax number and e-mail address.	Yes
Bid Security as per tender terms and conditions.	Yes
Undertaking that the bidder is not blacklisted and has not defaulted with any Government/Semi-Government organization including TCP.	Yes
An Affidavit on Judicial paper of PKR 100/- to the effect that seller had never been blacklisted by TCP or any Government department/autonomous body (ANNEXURE-I).	Yes
An Affidavit on Judicial paper of PKR 100/- to the effect that seller have fulfilled their previous contractual obligations with TCP before Tender opening date. The seller shall also disclose information relating to court cases of the bidders or their local agents against TCP or any other Government/Autonomous body(ies) (ANNEXURE-II).	Yes
An Affidavit on Judicial paper of PKR 100/- to the effect that the documents and information furnished with the bid and/or submitted during the tender execution are genuine and true in the terms contents and that if established otherwise, during bid processing and tender/contract execution, the Seller shall be liable for blacklisting under TCP's Public Notice No.1 of 2010 (as amended 2026) dated 17-08-2026 including but not limited to any other action deem appropriate by TCP (ANNEXURE-III).	Yes

Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation Weightage	
100	
Technical Marks	100
Passing Marks	50
Technical Evaluation Criteria	
Details of direct experience of rice exports to different countries including the Dakar and The Gambia along with certificate to this effect issued, verified by Rice Exporters Association of Pakistan (REAP) and the Bills of Lading as a proof of experience of the bidder as exporter of Rice. (Qualitative)(Doc Required) More than five (05) years' experience with cumulative export of more than 30,000 MTs. (50) More than three (03) to five (05) years' experience with cumulative export of 10,000 MTs to 15,000 MTs. (30) Less than three (03) years' experience with cumulative export for less than 10,000 MTs. (10)	50

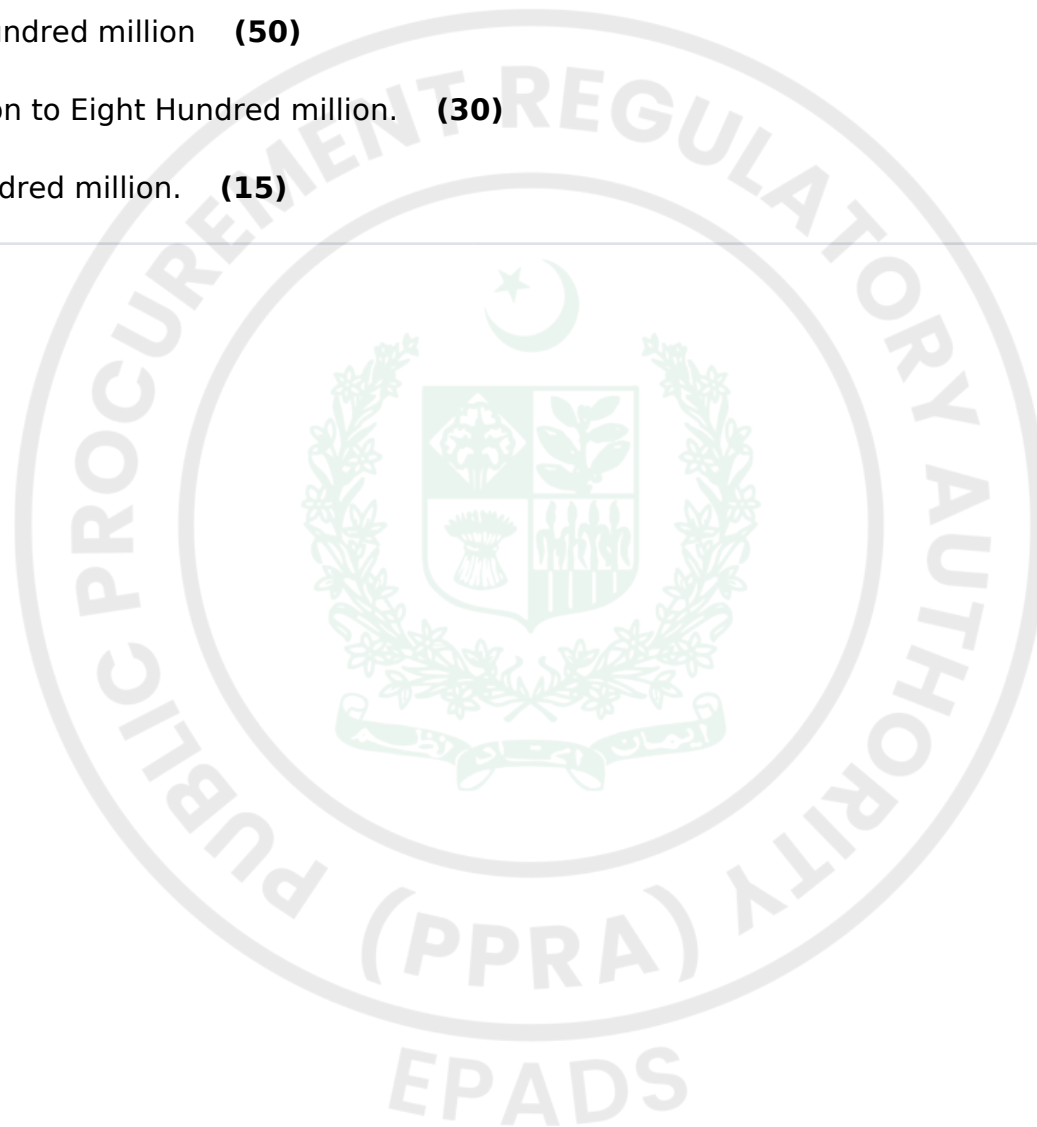
Proof for the last two (02) years cumulative sales turnover, in the shape of EE Certificate/form issued by the State Bank of Pakistan or Bank Statement certifying the quantum of rice export. (Qualitative)(Doc Required)

50

More than Rupees Eight Hundred million **(50)**

Rupees Five Hundred million to Eight Hundred million. **(30)**

Less than Rupees Five Hundred million. **(15)**



Items/Lots

Lot Title : 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk and / or containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA]. [Inclusive of all Taxes and and 3.25% TCP Commission]

Bid Security : 107800000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on L/C at sight [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 30 Days [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 60 Days [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt

Item	UNSPSC	Delivery Schedule	Quantity
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on L/C at sight [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 30 Days [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt
12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 60 Days [Inclusive of all Taxes and and 3.25% TCP Commission]	Rice grain	Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 12500/mt	12500 / mt

Lot Title : 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on L/C at Sight [Inclusive of all Taxes and 3.25% TCP Commission]

Bid Security : 26950000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
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50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on L/C at Sight [Inclusive of all Taxes and 3.25% TCP Commission]	Rice grain	Address: Dakar Port, Senegal through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 15000/mt Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 35000/mt	50000 / mt
50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on Usance L/C for 30 Days [Inclusive of all Taxes and 3.25% TCP Commission]	Rice grain	Address: Dakar Port, Senegal through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 15000/mt Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 35000/mt	50000 / mt
50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on Usance L/C for 60 Days [Inclusive of all Taxes and 3.25% TCP Commission]	Rice grain	Address: Dakar Port, Senegal through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 15000/mt Address: Banjul Port, The Gambia through Karachi Port(s) (KPT/PQA) Schedule: 50 Days from issuance of Award Letter Quantity: 35000/mt	50000 / mt

Related Services of Goods:

No



Items/Lot Specification

Lot Title : 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk and / or containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA]. [Inclusive of all Taxes and and 3.25% TCP Commission]

Item: 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on L/C at sight [Inclusive of all Taxes and and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED	
QUALITY PARAMETERS	SPECIFICATION
Broken Grains	100% max
Red streaked and yellow grains	0.5% max
Chalky Grains	6% max
Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

Packaging

50 kg pp bags.

PACKING & MARKING: a) PACKING: i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller.

b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.

Item: 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF break bulk Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 30 Days [Inclusive of all Taxes and and 3.25% TCP Commission]

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LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED

QUALITY PARAMETERS

SPECIFICATION

Broken Grains

100% max

Red streaked and yellow grains

0.5% max

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

Chalky Grains	6% max
Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.
PACKING & MARKING: a) PACKING: i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller. b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.	

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Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

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Item: 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on L/C at sight [Inclusive of all Taxes and and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

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Broken Grains	100% max
Red streaked and yellow grains	0.5% max
Chalky Grains	6% max
Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.

PACKING & MARKING: a) **PACKING:** i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller.

b) **MARKING/LABELING:** The specific marking / labelling requirements shall be provided after award of the tender.

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UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

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Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.

PACKING & MARKING: a) PACKING: i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller.

b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.

Item: 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on CIF containerized Banjul Port, The Gambia through Karachi Port(s) [KPT/PQA] on Usance L/C for 60 Days [Inclusive of all Taxes and and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

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QUALITY PARAMETERS

SPECIFICATION

Broken Grains

100% max

Red streaked and yellow grains

0.5% max

Chalky Grains

6% max

Moisture Content

14% max

Foreign matter

0.5% max

Polish

Double Polished

Packaging

50 kg pp bags.

PACKING & MARKING: a) **PACKING:** i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller.

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.

Lot Title : 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on L/C at Sight [Inclusive of all Taxes and 3.25% TCP Commission]

Item: 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on L/C at Sight [Inclusive of all Taxes and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED

QUALITY PARAMETERS	SPECIFICATION
Broken Grains	100% max
Red streaked and yellow grains	0.5% max
Chalky Grains	6% max
Moisture Content	14% max

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.
PACKING & MARKING: a) PACKING: i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller. b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.	

Item: 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on Usance L/C for 30 Days [Inclusive of all Taxes and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED

QUALITY PARAMETERS

SPECIFICATION

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

Broken Grains	100% max
Red streaked and yellow grains	0.5% max
Chalky Grains	6% max
Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.
PACKING & MARKING: a) PACKING: i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller. b) MARKING/LABELING: The specific marking / labelling requirements shall be provided after award of the tender.	

Item: 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments on Usance L/C for 60 Days [Inclusive of all Taxes and 3.25% TCP Commission]

UNSPSC: Rice grain

Specifications / Requirements:

Long Grain White Rice (IRRI-6) 100% Broken Double Polished to be supplied from the stocks of latest crop of Pakistan origin in good condition fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration, obnoxious smell, deleterious matter and poisonous weed seeds. Rice must be free from insect, infestation and shall have the following specifications

LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED

QUALITY PARAMETERS	SPECIFICATION
Broken Grains	100% max
Red streaked and yellow grains	0.5% max
Chalky Grains	6% max
Moisture Content	14% max
Foreign matter	0.5% max
Polish	Double Polished
Packaging	50 kg pp bags.

PACKING & MARKING: a) **PACKING:** i) The rice shall be packed in new polypropylene (PP) Woven bags of 50kg net; ii) The size of 50kg PP woven bag should be 24"x36"; iii) Minimum tare weight of empty bags should be 120 grams; iv) The mouth of the bag has to be double stitched by machine; v) New bags shall replace bags that burst while loading and all charges in this connection shall be borne by the seller; and vi) 1% extra PP bags shall be provided by the seller.

b) **MARKING/LABELING:** The specific marking / labelling requirements shall be provided after award of the tender.

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means:-
 - a. any Ministry, Division, Department or any Office of the Government;
 - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

q. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

r. "In Writing" means communicated in written form with proof of receipt;

s. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in **SCC**.

7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC**.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result

of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager 4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: TENDER FOR PROCUREMENT OF 62,500 METRIC TONS +/- 5% MOLSO OF LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED ON CIF FREE OUT DAKAR, SENEGAL AND BANJUL, THE GAMBIA BASIS IN BREAK BULK / CONTAINERIZED SHIPMENTS

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager
4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South
(District), Karachi (Division), Sindh (Province).
+92-339-209-9992
mgr.tr@tcp.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager
4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South
(District), Karachi (Division), Sindh (Province).
+92-339-209-9992
mgr.tr@tcp.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01% to 0.10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Banker's Cheque, Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

The TCP will appoint a recognized Pre-Shipment Inspection Agency (PSIA) to conduct pre-shipment inspection of the consignment(s).

The cost of inspection, sampling, testing, etc. and PSIA fee shall be borne by the Seller.

The Seller shall immediately after the award of contract, offer stocks to the PSIA and shall ensure PSIA's accessibility to the stocks for inspection, sampling, testing etc. as per international standards.

The PSIA shall draw required number of representative samples jointly with the supplier and other attending agencies, in accordance with the international trade practice, at the warehouses / godowns / mills of supplier prior to loading of cargo on the vessel / containers.

The quality of PP bags as per specification provided in the tender documents shall be tested by the PSIA to their satisfaction.

The PSIA will get the offered Rice tested from PCSIR Lab or any other Lab to its satisfaction in conformity with the specification given in the tender and conduct aflatoxin test to check that the Rice is fit for human

consumption. PSIA shall be responsible for conducting necessary tests to ensure quality of Rice and PP bags as per specification prescribed in the tender document.

The PSIA may recheck the quality of Cargo as per specification before its loading into the vessel holds / containers.

Seller will load the cargo into vessel / containers after receipt of quality certificate duly supported with Lab test reports/results from PSIA. The PSIA shall also supervise and ensure loading of only cleared stocks on the vessel / containers.

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 (especially the Floor of containers is without any dents), damaged, seaworthy, dry and holds also found fully clean without any leakages of bottom, wet, oily, dirty and suitable for loading of cargo.

If the commodity offered is rejected due to deficiency in specifications, packing, etc. and the PSIA has to visit again for re-inspection; expenses incurred for subsequent visits of PSIA including the lab tests and all other charges will be on Suppliers account.

The supplier shall provide all labour, equipment and facilities to the PSIA for necessary inspection of stocks in terms of specifications defined in this tender.

The lots of bagged cargo offered for inspection shall be properly stacked and stored in a covered dedicated warehousing space. Each lot shall not be more than 500 Metric Tons with maximum height of 10 – 12 feet and easily accessible from all sides.

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

The PSIA shall issue certificate on (i) quality, (ii) quantity, (iii) weight, (iv) Percentage of broken grain, (v) Content of moisture Percentage, (vi) Percentage of total defects (dead, damaged & discoloured grains), (vii) Radioactivity (if not relaxed) and (viii) Foreign materials, (ix) packing etc. and the certificates so issued shall be submitted with the bill of lading. These certificates will not be treated as final document of the cargo in respect of quality & quantity.

The quality and quantity will be determined according to the provision laid down in Clauses 18(ix) & 19 of tender terms and conditions.

Detailed Job description of the PSIA is given in ANNEXURE-IX.

The Supplier shall ensure comprehensive Marine insurance cover of the cargo minimum @ 105% from an Insurance Company having minimum AA+ credit rating, in the name of buyer i.e. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP).

The supplier shall perform following services at the load port and shall bear the related expenses and make payments for all applicable fees / charges, duties, taxes, cess etc.:- i. Clearing, forwarding and documentation for export. ii. PQA/KPT wharfage formalities. iii. Stevedoring and handling.

iv. Phytosanitary treatment; fumigation; plant protection formalities and certification by the relevant agencies. v. Completion of Customs formalities, obtaining permission of loading from PQA/KPT/Customs and Final clearance of Cargo. vi. Tallying and documentation with shipping companies and PSIA.

vii. Arranging to furnish 24 hours' cargo loading report duly signed by Master of Vessel / Shipping Line and / or his authorized representative by 0800 hours next morning in duplicate to the GM (DPOD) TCP. viii. Fumigation shall be carried out by the supplier at the containers / vessel before the closing of its hatches, through a renowned fumigator and as per instruction of the Department of Plant Protection, in presence of PSIA.

ix. Any damage caused to the cargo due to defective trimming will be at the Suppliers cost. Damage caused to the container / vessel, if any, during the process of loading shall be settled by the Supplier with the Shipping line / Owner of the vessel or its agent directly without involving TCP.

x. The supplier(s) shall provide and lay sufficient dry dunnage and kraft paper if required so as to effectively protect and prevent the bags from coming into contact with floor and to allow adequate ventilation. xi. The Supplier shall provide labor for affixing the kraft paper, dunnage and plastic sheets on the floor and on the walls of holds of vessel / containers if required.

xii. Any other activity incidental and consequential to Sub-Clause-(i) to (xi) above and if required with regard to handling of and shipping through the containers.

OTHER REQUIREMENTS: xiii. The Supplier shall cover all financial costs of labour (including Dock Labour Board Cess) whether acquired through collective bargaining or given as stated hereunder.

a) Any increase or decrease in any levies or rates imposed by the Government/CBA, labour wages and/or fluctuation in market rates of service charges, POL, equipment, materials, etc. during the operation of this contract shall be on the Supplier(s) account and no claims for such increase shall be entertained by the TCP.

b) In the event of establishment of Dock Labour Board at PQA/KPT, the rules laid down and the cess / charges levied by the Board shall be payable by the Supplier without any liability on the part of TCP.

SHIPMENT TERMS: COST INSURANCE & FREIGHT (CIF) FREE OUT BASIS: i. The vessel carrying cargo shall have fast speed, it shall not call at any port for taking additional cargo but shall proceed from the port of shipment to the port of destination directly

ii. In case of break bulk, partial shipment shall be allowed for full capacity for the vessel. Whereas for containers partial shipment is allowed. iii. Trans-shipment shall not be allowed (only for break bulk shipment through bulk vessels).

iv. For bulk shipments following conditions shall be met while fixing vessel: a. The vessel carrying cargo shall be geared vessel of such permissible length and draught as will be able to enter port jetty/ berth at Dakar Port, Senegal and /or Banjul port, The Gambia. b. No vessel exceeding 25 (twenty-five) years of age shall be chartered.

c. The vessel shall be suitable for the transportation of cargo under contract and fully geared and classed as per LLOYDS Classification 100A1 or by equivalent classification, hatches with trouble free cranes and derricks and the vessel shall process valid certificates relating thereto. The vessel shall possess all her survey certificates valid upto the end the voyage under the contract to show that the vessel is seaworthy during the voyage.

d. The seller shall sign charter party with well reputed established ship-owners, who is a member of a recognized conference line and is authorized to issue liner Bill of Lading. e. Israel and India Flag vessel(s) shall not be chartered.

v. Full particulars of all vessels like correct name, flag, year of built, class, length and draught number of hatches, cranes and derricks, quantity and the name of P& I Club are to be intimated to the Buyer by the Seller while nominating any vessel for transportation of the rice. The seller shall take acceptance from the

buyer from nomination of the vessel before it is chartered.

vi. The seller shall give fast telegraphic/fax/email scan notice of containers lot / vessels arrival at Dakar Port, Senegal and/or Banjul port, The Gambia to the Buyer and the bank through which L/C will be opened. The telegraphic/fax/email notice shall be given at least 5 (five) days before the containers lot / vessel's arrival at Dakar Port, Senegal and / or Banjul Port, The Gambia shall contain the following information: 1. Contract Number,

2. Name of the ship, 3. Ship's agent in Senegal and The Gambia, 4. Cargo and quantity, 5. Port of sailing, 6. Date of sailing, 7. Expected date of arrival at Dakar Port and / or Banjul Port, 8. Stowage Plan, failing to do so any loss incurred by the buyer on this account shall be at the seller's account

vii. All costs in connection with hiring the services of local agent at the port of discharge shall be on Seller's account, if required. The Buyer shall receive cargo on CIF Free Out terms after 100% weighment at Dakar port and / or Banjul Port. viii. The Seller shall send by Air Mail/fax/email to the Buyer the scan of the relevant Charter Party within 3(three) working days so as to ensure its receipt by buyer before the arrival of the vessel(s).

ix. The Seller shall be responsible for the transportation and delivery of cargo in PP bags at Dakar Port and / or Banjul port. The quantity of rice including the number of bags at discharge port will be determined by Final Discharge Report (FDR) to be signed by the Master/Captain or Chief Officer of the vessel on behalf of the seller and the buyer or his representative on behalf of the Buyer.

100% Weighment at Dakar Port and /or Banjul Port jetty / berth may be jointly tallied by both the Buyer and Seller or their representatives and total of the tally as such will form the FDR. Seller or their representatives and total of the tally as such will form the FDR. The FDR shall prepare within 7(seven) days from the final discharge of the cargo of each vessel.

x. Demurrage and Dispatch condition shall not apply in any case. xi. No pre-dated and post-dated bill of lading can be issued even if there is such a provision in the Charter Party.

xii. Immediately after loading the cargo on board the ship / containers on board the ship, the Seller shall advise the Buyer through fax/email the shipping advice showing the Contract Number, name of cargo mentioning gross and net weight loaded, invoice value, name of vessel / lot of containers, port of departure, expected time of departure (ETD) and expected time of arrival (ETA).

POST LANDING SURVEY: i. Claims for shortage and damaged cargo shall be lodged by the Consignee to the Shipowner / Shipping line directly on the basis of FDR (Bulk Shipments). ii. The seller shall facilitate the settlement of claim by ship-owner with the Consignee (Bulk shipments).

iii. Whereas in case of any damage to the cargo or any shortages found at Terminal / point of destuffing of containers or any material short (i.e. less weighted bags) during the joint survey the claim shall be lodged by the Consignee on the seller / supplier (Containerized Shipment). iv. The sellers shall settle the claim lodged on them within 15 days of issuance (Containerized Shipment).

v. The discharging at port / destuffing of containers at designated point shall be allowed to commence by Consignee's Surveyor on completion of all Port / Destuffing point formalities, under intimation to the Consignee as well as buyer (TCP). vi. The discharging shall be allowed to commence by Consignee's Surveyor on completion of port formalities under intimation to Consignee as well as Buyer.

PHYTOSANITARY REQUIREMENTS: The Phytosanitary Certificate shall strictly comply with the requirements of the importing country i.e. The Senegal and The Gambia.

OTHER CONDITIONS: i. The Rice as well as its packing shall be strictly as per specification prescribed in this tender document. In case the commodity is found not as per specification, TCP reserves the right to reject such offered quantity and a fresh quantity will immediately be offered for inspection by the supplier at his own risk and cost. ii. Seller has to appoint a local Agent in Senegal and / or The Gambia, if required

iii. Any claim of injuries, loss of limbs or life to any worker/labour engaged / employed by the supplier in handling of the goods or for operation / execution of their contract shall be the sole responsibility of the supplier. iv. Any claim of Quality or quantity received from the buyer will be passed on to the seller at actual.

PAYMENT: A. Confirmed Transferable L/C at sight: 1. The TCP shall open an irrevocable and transferrable letter of credit (L/C) at sight in US Dollar in favor of the Seller after signing of the contract for 105% of the quantity of CIF term value of the rice contracted to be shipped under the contract. All bank charges in the Seller's country shall be borne by the Seller, while all the bank charges in the Consignee's country shall be borne by the Consignee.

2. The Buyer/TCP after receipt of transferable LC from Consignee shall issue instructions to the Bank to run appropriate SWIFT (MT-720) in favour of local suppliers for transfer of funds in favour of local supplier after receipt from consignee: i. 100% value of the contracted/shipped cargo shall be payable on receipt of the shipping documents by the L/C opening bank after receiving the funds from consignee.

ii. Any charges including bank charges while receiving funds etc. shall be on Seller's account. iii. All taxes, already in place or revised / levied by the Government / relevant authorities during the currency of agreement executed against the tender, shall be applicable and same shall be deducted from payments/payables by TCP in accordance with law. No claim in this regard shall be considered.

3. The Letter of Credit will be negotiable for 100% value of rice contracted / shipped on submission of the following documents including document issued in name of third party(s) to the L/C opening bank each in six copies to advising/negotiating bank subject to receipt of funds from consignee:

i. Seller's commercial invoice in 6 (six) copies certifying cargo, its specifications, quantity, unit price, total price, total weight, contract number, L/C number & Bill of Lading signed by the Master/Captain of the vessel; ii. Seller's letter of guarantee regarding quantity and weight; iii. Certificate of origin issued by relevant Ministry or chamber of commerce of the country of supply.

iv. Crop year certificate issued by relevant Ministry or chamber of commerce of the country of supply. v. Full set of original "clean shipped onboard" Ocean Bill(s) of Lading signed by the Master/Captain/Carrier/Owner of the vessel or their agent to be made out as per terms of the L/C. Bill of Lading is to state, "Freight pre-paid" and "Clean on Board".

vi. Phytosanitary certificate issued by respective Government authority of country of origin in the form prescribed by the competent authority concerned of the country of origin. vii. Pre-shipment inspection certificate issued by an experienced, well known & internationally reputed Pre-shipment inspecting agency nominated by the consignee and appointed by the Seller in respect of quality, quantity, packing etc. conforming to contracted specifications.

viii. Certificate of fumigation issued by Government Agency or Government authorized Agency of the country of origin.

ix. Certificate of standard and quality of rice conforming as to the following conditions from Government agency of the country of origin: "That the rice is fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds, rice is also free from insect infestation."

x. Radioactivity certificate, if not relaxed for the same. xi. Final discharge report (FDR). 4. In the event of any delay in the dispatch of shipping documents or incorrect preparation thereof, the Seller shall be responsible for any losses, demurrage, handling charges or other expenses arising therefrom.

5. A non-negotiable set of documents mentioned above shall be sent through E-mail to the buyer within 07 (seven) days of the departure of the vessel carrying the rice under the contract and to ensure its receipt by the Buyer before the arrival of the ship(s).

AND / OR B. Confirmed Usance L/C - 30 Days: 1. The TCP shall open an irrevocable and transferrable / usance letter of credit (L/C) for 30 days deferred payment in US Dollar in favor of the Seller after signing of the contract for 105% of the quantity of CIF term value of the rice contracted to be shipped under the contract. All bank charges in the Seller's country shall be borne by the Seller, while all the bank charges in the Consignee's country shall be borne by the Consignee.

2. The Buyer/TCP after receipt of transferable LC from Consignee shall issue instructions to the Bank to run appropriate SWIFT (MT-720) in favour of local suppliers for transfer of funds in favour of local supplier after receipt from consignee: i. 100% value of the contracted/shipped cargo shall be payable in 30 days after receipt of the shipping documents by the L/C opening bank or after receiving the funds from consignee.

ii. Any charges including bank charges while receiving funds etc. shall be on Seller's account. iii. All taxes, already in place or revised / levied by the Government / relevant authorities during the currency of agreement executed against the tender, shall be applicable and same shall be deducted from payments/payables by TCP in accordance with law. No claim in this regard shall be considered.

3. The Letter of Credit will be negotiable for 100% value of rice contracted / shipped in 30 days after submission of the following documents including document issued in name of third party(s) to the L/C opening bank each in six copies to advising/negotiating bank or after receipt of funds from consignee:

i. Seller's commercial invoice in 6 (six) copies certifying cargo, its specifications, quantity, unit price, total price, total weight, contract number, L/C number & Bill of Lading signed by the Master/Captain of the vessel; ii. Seller's letter of guarantee regarding quantity and weight; iii. Certificate of origin issued by relevant Ministry or chamber of commerce of the country of supply.

iv. Crop year certificate issued by relevant Ministry or chamber of commerce of the country of supply. v. Full set of original "clean shipped onboard" Ocean Bill(s) of Lading signed by the Master/Captain/Carrier/Owner of the vessel or their agent to be made out as per terms of the L/C. Bill of Lading is to state, "Freight pre-paid" and "Clean on Board".

vi. Phytosanitary certificate issued by respective Government authority of country of origin in the form prescribed by the competent authority concerned of the country of origin. vii. Pre-shipment inspection certificate issued by an experienced, well known & internationally reputed Pre-shipment inspecting agency nominated by the consignee and appointed by the Seller in respect of quality, quantity, packing etc. conforming to contracted specifications.

viii. Certificate of fumigation issued by Government Agency or Government authorized Agency of the country of origin.

ix. Certificate of standard and quality of rice conforming as to the following conditions from Government agency of the country of origin: "That the rice is fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds, rice is also free from insect infestation."

x. Radioactivity certificate, if not relaxed for the same. xi. Final discharge report (FDR). 4. In the event of any delay in the dispatch of shipping documents or incorrect preparation thereof, the Seller shall be

responsible for any losses, demurrage, handling charges or other expenses arising therefrom.

5. A non-negotiable set of documents mentioned above shall be sent through E-mail to the buyer within 07 (seven) days of the departure of the vessel carrying the rice under the contract and to ensure its receipt by the Buyer before the arrival of the ship(s).

AND / OR C. Confirmed Usance L/C - 60 Days: 1. The TCP shall open an irrevocable and transferrable / usance letter of credit (L/C) for 60 days deferred payment in US Dollar in favor of the Seller after signing of the contract for 105% of the quantity of CIF term value of the rice contracted to be shipped under the contract. All bank charges in the Seller's country shall be borne by the Seller, while all the bank charges in the Consignee's country shall be borne by the Consignee.

2. The Buyer/TCP after receipt of transferable LC from Consignee shall issue instructions to the Bank to run appropriate SWIFT (MT-720) in favour of local suppliers for transfer of funds in favour of local supplier after receipt from consignee: i. 100% value of the contracted/shipped cargo shall be payable in 60 days after receipt of the shipping documents by the L/C opening bank or after receiving the funds from consignee.

ii. Any charges including bank charges while receiving funds etc. shall be on Seller's account. iii. All taxes, already in place or revised / levied by the Government / relevant authorities during the currency of agreement executed against the tender, shall be applicable and same shall be deducted from payments/payables by TCP in accordance with law. No claim in this regard shall be considered.

3. The Letter of Credit will be negotiable for 100% value of rice contracted / shipped in 60 days after submission of the following documents including document issued in name of third party(s) to the L/C opening bank each in six copies to advising/negotiating bank or after receipt of funds from consignee:

i. Seller's commercial invoice in 6 (six) copies certifying cargo, its specifications, quantity, unit price, total price, total weight, contract number, L/C number & Bill of Lading signed by the Master/Captain of the vessel; ii. Seller's letter of guarantee regarding quantity and weight; iii. Certificate of origin issued by relevant Ministry or chamber of commerce of the country of supply.

iv. Crop year certificate issued by relevant Ministry or chamber of commerce of the country of supply. v. Full set of original "clean shipped onboard" Ocean Bill(s) of Lading signed by the Master/Captain/Carrier/Owner of the vessel or their agent to be made out as per terms of the L/C. Bill of Lading is to state, "Freight pre-paid" and "Clean on Board".

vi. Phytosanitary certificate issued by respective Government authority of country of origin in the form prescribed by the competent authority concerned of the country of origin. vii. Pre-shipment inspection certificate issued by an experienced, well known & internationally reputed Pre-shipment inspecting agency nominated by the consignee and appointed by the Seller in respect of quality, quantity, packing etc. conforming to contracted specifications.

viii. Certificate of fumigation issued by Government Agency or Government authorized Agency of the country of origin.

ix. Certificate of standard and quality of rice conforming as to the following conditions from Government agency of the country of origin: "That the rice is fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds, rice is also free from insect infestation."

x. Radioactivity certificate, if not relaxed for the same. xi. Final discharge report (FDR). 4. In the event of any delay in the dispatch of shipping documents or incorrect preparation thereof, the Seller shall be responsible for any losses, demurrage, handling charges or other expenses arising therefrom.

5. A non-negotiable set of documents mentioned above shall be sent through E-mail to the buyer within 07 (seven) days of the departure of the vessel carrying the rice under the contract and to ensure its receipt by the Buyer before the arrival of the ship(s).

Delivery & Documents

Supplier shall submit “Declaration of Ultimate Beneficial Owners Information” as at ANNEXURE-V immediately on award of contract.

Supplier would be required to sign “Integrity Pact” immediately on award of contract as per the format at ANNEXURE-VI.

The name, address and details of the Consignee shall be communicated to the Seller within seven (07) days of award of contract.

Shipment of Cargo to be completed and Bill of Lading to be submitted in a period not exceeding Fifty (50) Calendar days from the date of issuance of Letter of Award.

DAMAGES AND CLAIMS: i. If the shipment of Cargo is not completed within the delivery period as prescribed in Clause-13 of this tender document, the Buyer may in its discretion accept the late shipment for a maximum period of five (05) days subject to payment by the suppliers a penalty @US\$ 0.25 per metric ton per day.

ii. Any further extension shall be at the sole discretion of buyer at supplier’s risk for acceptance of vessel and the penalty rate shall be doubled every subsequent five (05) days on pro-rata basis and any other incidental/consequential expenses or loss of benefits to the TCP.

iii. The quantum of such damages will be determined at the sole discretion of TCP. Late shipment penalty shall be calculated from the date of sailing (as mentioned in the sailing advice/Final Bill of Lading) as specified in Clause-13 above.

iv. In case of discrepancy in the date of nomination and shipment, the decision of TCP for calculation of late shipment penalty shall prevail. The Claim in respect of late shipment shall be deducted by the bank from L/C at the time of retirement of L/C / release of payment.

v. Claims shall be lodged by the consignee to the Seller for shortage and damaged cargo, if any, on the basis of FDR. The claims shall be settled by the seller within 15 (fifteen) days from the date of lodging the claim.

vi. Otherwise, the claims (lodged by the consignee) shall be realized through encashment of the Performance Guarantee. The seller will be obliged to make payment for the claims by Foreign Demand Draft (FDD) in favour of the consignee or in case of failure the same shall be realized through encashment of Performance Guarantee, as the case may be.

vii. If the claim amount is more than the amount of Performance Guarantee, TCP shall forward / lodge the claim together with associated expenses. The Supplier will be responsible to settle the claim amount within fifteen days without fail.

viii. TCP reserves the right to shift any of the damages levelled against TCP by the consignee due to delays in shipment by the Seller or any claim arose at Discharge Port regarding quality and quantity.

ix. The TCP reserve the right to reject the consignment and claim damages, if any contravention of the tender terms and conditions is found on the seller’s part.

SUBMISSION OF SHIPPING DOCUMENTS AND ARRIVAL NOTICE OF VESSEL: i. Signed copies of the following documents shall be emailed by the Seller, consignment wise, within 7 (seven) days of the sailing or departure of vessel(s) to the buyer: a) Clean on Board Ocean Bill of Lading along with Mates receipt signed by the Master/Captain/Chief Officer of the Vessel.

b) Seller's detailed invoice. c) Certified copies of all certificates of load order contained in Clauses 15 & 22. d) Insurance Documents.

ii. The email/fax notices shall be given at least 5 (Five) days before the vessel's arrival at the port of Banjul and shall contain the following information: a) Contract Number; b) Name of the Ship / lot of containers;

c) Ship's agent in Dakar and Banjul; d) Commodity and quantity; e) Port of Sailing; f) Date of Sailing; and g) Expected date of arrival at Dakar, Senegal and/or Banjul, The Gambia

DISPUTE RESOLUTION: i. Any difference or dispute which may arise in connection with execution of this contract or any other dispute arising out of or under or relating to this contract should be settled as far as possible amicably between the Buyer and Seller.

ii. Should the parties fail to come to an amicable settlement, all disputes and differences will be settled by the Chief Executive Officer (CEO) TCP or by any person nominated by him whose decision shall be final and binding. The Dispute Resolution will take place in Karachi under the Pakistani Laws.

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

ii. The seller shall sign & stamp each page of the tender document including IFB (Invitation for Bids) and Tender terms and conditions.

CANCELLATION OF CONTRACT: If the Seller fails to ship the goods within the specified delivery period for any reasons, 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.

FORCE MAJEURE: i. Should any extra-ordinary and unforeseen circumstances arise, like fire/flood or other natural calamities/strike/riot/civil commotion/epidemic/plague/accident and/or war preventing either contracting party from fully or partially carrying out the obligations of contract, party so prevented shall inform in writing the causes of such failure within three days from the beginning thereof and shall not be liable for performance of the contract wholly or for extent of non-performance

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

CONFIDENTIALITY: The terms and conditions of this tender / contract shall remain strictly confidential to the parties unless both parties mutually agree otherwise.

BASIS OF SUPPLY: Cost Insurance and Freight (CIF) Free Out basis.

LOADING PORT: Karachi Port or Port Bin Qasim, as the case may be.

PORT OF DISCHARGE: Dakar Port, Senegal and Banjul Port, The Gambia.

DETAILS OF CONSIGNEE: The name, address and details of the Consignee shall be communicated to the Seller within seven (07) days of award of contract.

BID SECURITY: i. Bid Security should be equal to Two Percent (2%) of the total CIF Free Out Basis value of bid for Long Grain White Rice (IRRI-6) 100% Broken Double Polished, in the form of banker's cheque issued in favor of Trading Corporation of Pakistan by a scheduled bank in Pakistan OR bank guarantee(s) from a Pakistani "A" rated (PACRA/VIS) scheduled bank in Pakistan as per format specified at ANNEXURE-VII.

ii. The bid security amount shall be calculated on the basis of quoted rate. iii. The bid security of unsuccessful bidder(s) will be released within seven (07) days of award of contract to the successful bidder(s).

iv. The bid security of the successful bidder(s) will be released after submission and verification of the Performance Bond / Guarantee.

v. The bid security shall be FORFEITED at the sole discretion of TCP for breach of any tender terms and conditions or successful bidder fails to furnish the Performance Guarantee and / or required information/document(s) within due date. vi. The original bid security document must be delivered before closing time of bid submission to TCP at the office of Manager (International Trade), TCP Principal Office, 4th & 5th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi.

vii. In case the original bid security document is not received before closing time for bid submission, the bid shall be rejected.

PERFORMANCE BOND/GUARANTEE: i. The successful bidders (hereinafter referred to as "the supplier" or "the seller"), within Five (05) working days of issuance of Letter of Award, for due and satisfactory performance of the contract shall furnish a Performance Bond equivalent to Five Percent (5%) of the Value of Contracted Goods in the shape of banker's cheque or bank guarantee from a Pakistani "A" rated (PACRA/VIS) scheduled bank in Pakistan as per format specified at ANNEXURE-VIII.

ii. The performance bond / guarantee shall be forfeited without notice in case the successful bidder commits any breach of contract or fails to fulfill any of the terms and conditions of the contract.

iii. The performance bond / guarantee shall be released within 15 days after the successful performance of the contract subject to submission of "NO CLAIMS CERTIFICATE" to the effect that the suppliers have cleared all dues relating to the tender and there is no claim outstanding against / from suppliers.

iv. No interest / claim shall be payable to the seller on the amount of Performance Bond / guarantee irrespective of the time of its release.

GENERAL CONDITIONS: i. In case of identical offers received from one or more suppliers, the awarded quantity shall be bifurcated amongst them. ii. Letter(s) of Acceptance/award will be issued to the successful bidder(s) and/or their Agent(s) in Pakistan by e-mail as well as by courier, against details provided in the bid, within the validity of offer/bid.

iii. Supplier shall submit "Declaration of Ultimate Beneficial Owners Information" as at ANNEXURE-V immediately on award of contract. iv. Supplier would be required to sign "Integrity Pact" immediately on award of contract as per the format at ANNEXURE-VI. v. The Buyer reserves the right to accept or reject any or all bids wholly or partially.

vi. The Buyer (TCP) reserves the right to purchase more or less than the advertised quantity, as per provisions of the Public Procurement Rules, 2004. vii. Any bid less than minimum quantity shall not be acceptable. viii. Only firm offers/quantity will be considered and conditional bids shall be rejected. ix. Non-responsive and Incomplete bids shall be rejected.

x. Parties/Companies/Suppliers/Vendors who have not fulfilled any of their existing or previous contractual obligation with TCP shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services and commodities with TCP, as the case may be,

before tender opening date.

xi. Furthermore, the suppliers against whom black-listing process has been initiated or they have been black-listed by TCP or any other Government department/autonomous body are not eligible to participate.

SPECIAL CONDITIONS: i) The bidders shall submit their bid as per bid form attached as ANNEXURE in US\$/MT. However, only for the purpose of bidding through EPADS the bidders shall submit bid in PKR/MT on EPADS after conversion of US\$ price at the rate of US\$1=PKR280. ii) The transaction under the tender shall be done in US\$ only.

iii) The bidders are allowed to submit their bid(s) against any or all lots / options offered in the tender. iv) In case of any contradiction and / or duplication of the terms and conditions in this tender, the terms and conditions mentioned under the heads of "Inspections & Tests Requirements" and "Delivery & Documents" shall prevail.

Number of GC Clause 37

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.





Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P92800**

To: **Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager 4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager 4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **TENDER FOR PROCUREMENT OF 62,500 METRIC TONS +/- 5% MOLSO OF LONG GRAIN WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED ON CIF FREE OUT DAKAR, SENEGAL AND BANJUL, THE GAMBIA BASIS IN BREAK BULK / CONTAINERIZED SHIPMENTS (P92800)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

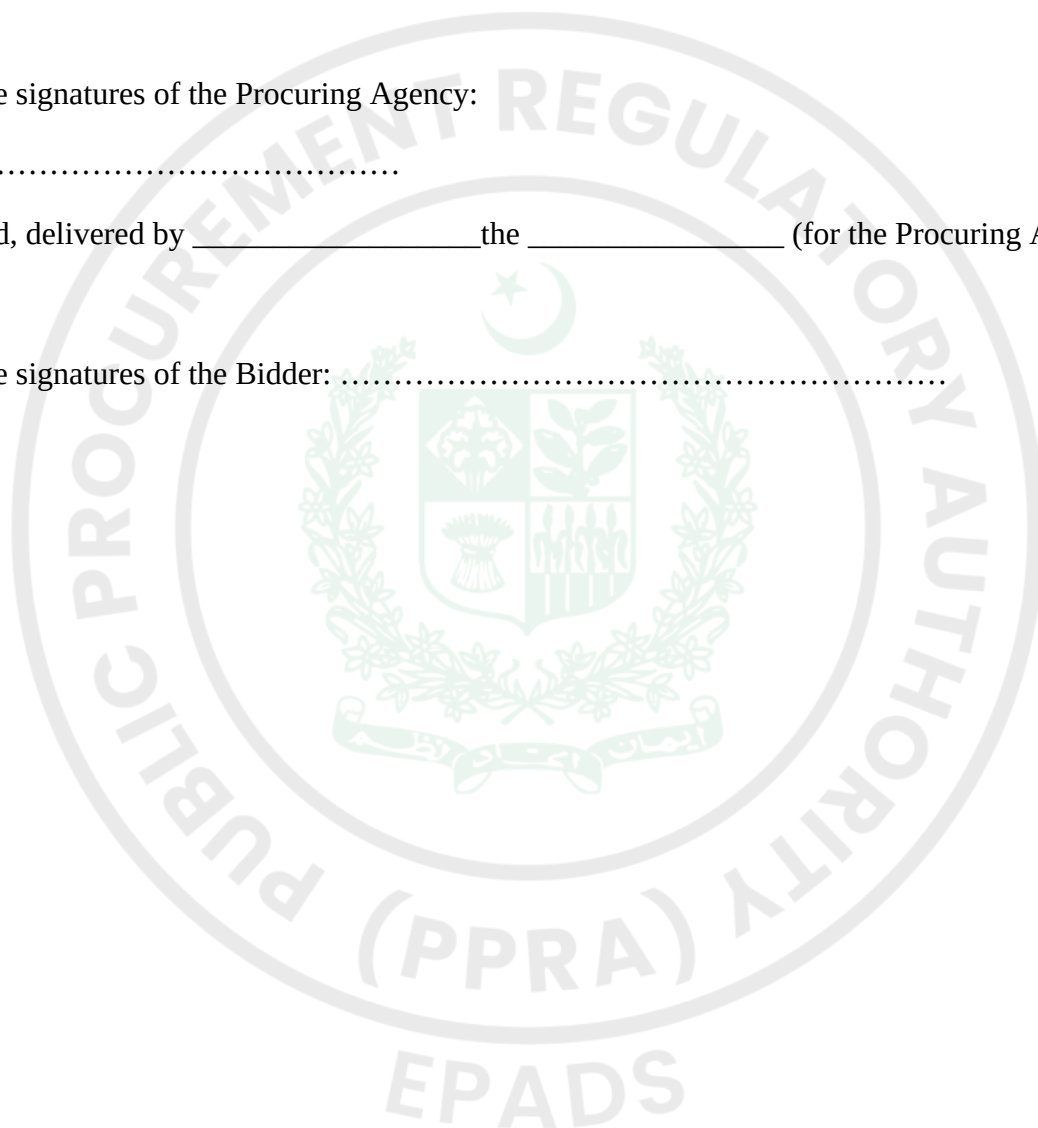
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of 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 (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing 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.

[Name of Supplier] 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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, [Name of Supplier] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Trading Corporation of Pakistan TCP (Trading Corporation of Pakistan (TCP)), Manager 4th & 5th Floor, Block-B, FTC Building, Shahra e Faisal, KHI., Aram Bagh Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

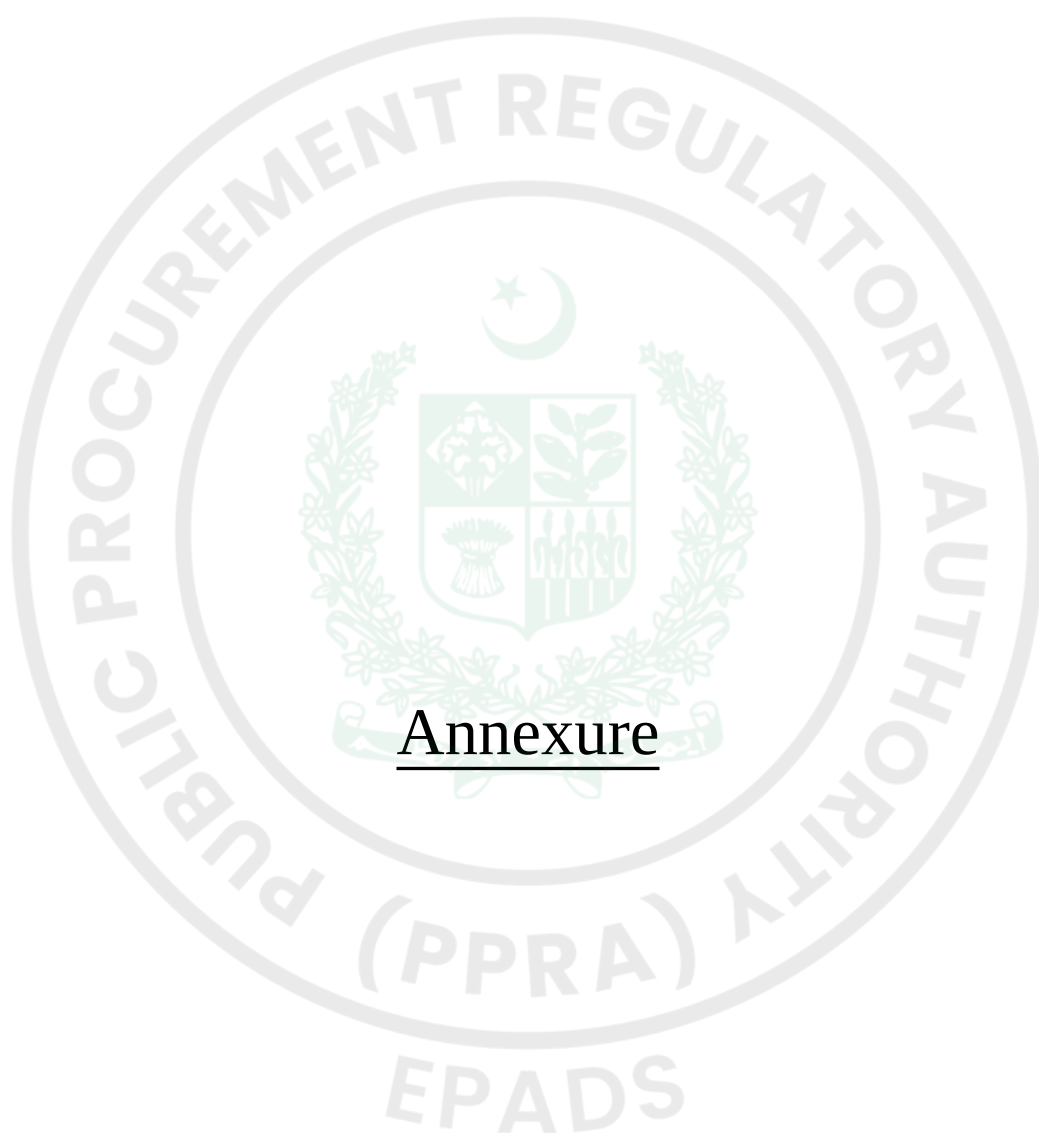
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

ANNEXURE-I

AFFIDAVIT FOR NON-BLACKLISTING DECLARATION.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-I** (page number: 91)

ANNEXURE-II

AFFADAVIT FOR DECLARATION OF PREVIOUS CONTRACTUAL OBLIGATIONS AND PENDING LITIGATIONS

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-II** (page number: 92)

ANNEXURE-III

AFFADAVIT FOR DECLARATION OF INFORMATION / DOCUMENTS' GENUINNESS

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-III** (page number: 93)

ANNEXURE-IV (BID FORM)

BID FORM

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-IV (BID FORM)** (page number: 94)

ANNEXURE-V

DECLARATION OF ULTIMATE BENEFICIAL OWNERSHIP INFORMATION

Information (Read-Only)

See Form Under Additional Forms and Documents: **ANNEXURE-V** (page number: 97)

ANNEXURE-VI

INTEGRITY PACT

Information (Read-Only)

See Form Under Additional Forms and Documents: **ANNEXURE-VI** (page number: 98)

ANNEXURE-VII

FORMAT OF BANK GUARANTEE IN RESPECT OF "BID SECURITY"

Information (Read-Only)

See Form Under Additional Forms and Documents: **ANNEXURE-VII** (page number: 99)

ANNEXURE-VIII

FORMAT FOR BANK GUARANTEE IN RESPECT OF "PERFORMANCE GUARANTEE"

Information (Read-Only)

See Form Under Additional Forms and Documents: **ANNEXURE-VIII** (page number: 100)

ANNEXURE-IX

JOB DESCRIPTION OF PSIA FOR INFORMATION ONLY

Information (Read-Only)

See Form Under Additional Forms and Documents: **ANNEXURE-IX** (page number: 101)



Procurement Forms







Additional Forms and Documents

ON JUDICIAL PAPER OF PKR.100/-

AFFIDAVIT

I/We _____, resident of/having office at _____, Holding CNIC / NTN / STRN / Company Registration No. _____ (where applicable) do affirm:

- 1. That either the principal seller/company or his local representative had never been black listed by TCP or any Government department/autonomous body(ies).
- 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

ON JUDICIAL PAPER OF PKR.100/-

AFFIDAVIT

I/We _____, resident of/having office at _____, Holding
CNIC/NTN/STRN/ Company Registration No. _____ (where applicable) do affirm:

- i. That the principal seller/company or his local representative have fulfilled their previous contractual obligations with TCP before Tender opening date.
- ii. That I / We _____, the bidder(s), am / are not engaged in any pending legal / court proceeding against TCP or any Government / Autonomous bodies of Pakistan.
- iii. That complete disclosure has been made and whatever 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

ON JUDICIAL PAPER OF PKR.100/-

A F F I D A V I T

I/We _____ son/daughter/wife of (wherever applicable)
_____, resident of/having office at _____
Holding
CNIC/NTN/STRN/Company Registration No. _____ and /or Chamber of Commerce
Membership No. _____ do affirm that:

1. That all the papers/documents and information furnished to the Trading Corporation of Pakistan (Pvt.) Limited, Shahrah-e-Faisal. Karachi (TCP) in Tender No. TCP/T&R/Rice/Gambia/26-1/2026 dated August 17, 2026, are true and genuine. If, at any time, any information or document is found false or incorrect or forged, I/We shall be liable for blacklisting under TCP's Public Notice No. 1 of 2010 (As amended 2026) dated August 17, 2026, besides any other action which the TCP may take under the law.
2. That whatever is stated above is on oath true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs _____

Official Stamp

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

COMMISSIONER FOR TAKING AFFIDAVITS

(PPRA)

EPADS

Tender No. TCP/T&R/Rice/Gambia/26-1/2026

September 03, 2026

**BID FORM FOR 62,500 MT +/- 5% MOLSO OF LONG GRAIN
WHITE RICE (IRRI-6) 100% BROKEN DOUBLE POLISHED**
(to be submitted on the business letter head of the company)

The General Manager (T & R),
Trading Corporation of Pakistan,
Principal office, 4th Floor, Block-B,
Finance & Trade Centre,
Shahrah-e-Faisal,
Karachi.

Dear Sir,

With reference to your supply tender No. TCP/T&R/Rice/Gambia/26-1/2026 dated August 17, 2026, we hereby submit our offer(s) as per following details:

- a. Name of the Bidder : _____
- b. Address : _____
- c. NTN NO. : _____
- d. Bank account No. with Bank address : _____
- e. Price, Quantity, Payment Mode & Bid Security:

i)

PARTICULARS	Confirmed and Transferable L/C at Sight		Confirmed and Transferable / Usance L/C for 30 Days		Confirmed and Transferable / Usance L/C for 60 Days	
	Price (USD/MT)	Qty (IN MT)	Price (USD/MT)	Qty (IN MT)	Price (USD/MT)	Qty (IN MT)
For 50,000 MT +/- 5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk shipments [15,000 MT +/-5% MOLSO at Dakar Port, Senegal through Karachi Port(s) and 35,000 MT +/-5% MOLSO at Banjul Port, The Gambia through Karachi Port(s)] [Inclusive of all Taxes] [Inclusive of 3.25% TCP Commission]						

NOTE: Bids shall be submitted by bidder for a minimum quantity of 25,000 MTs +/- 5% MOLSO or multiples thereof with a maximum quantity of 50,000 MTs +/-5% MOLSO.

Details of Bid Security (Banker’s Cheque):

- i.

Amount of Bid Security

:
- ii.

No.

:
- iii.

Date

:
- iv.

Name of Issuing Bank

:
- v.

Branch

:

AND / OR

ii)

PARTICULARS	Confirmed and Transferable L/C at Sight		Confirmed and Transferable / Usance L/C for 30 Days		Confirmed and Transferable / Usance L/C for 60 Days	
	Price (USD/MT)	Qty (IN MT)	Price (USD/MT)	Qty (IN MT)	Price (USD/MT)	Qty (IN MT)
For 12,500 MT +/-5% MOLSO of Long Grain White Rice (IRRI-6) 100% Broken Double Polished on Cost Insurance and Freight (CIF) basis through break bulk / containerized shipment at Banjul Port, The Gambia through Karachi Port(s). [Inclusive of all Taxes] [Inclusive of 3.25% TCP Commission]						
SHIPMENT MODE	Break Bulk and / or Containers		Break Bulk and / or Containers		Break Bulk and / or Containers	

NOTE: Bids shall be submitted by bidder for a minimum quantity of 12,500 MT +/-5% MOLSO.

Details of Bid Security (Banker’s Cheque):

- i.

Amount of Bid Security

:
- ii.

No.

:
- iii.

Date

:
- iv.

Name of Issuing Bank

:
- v.

Branch

:

2. We declare that we are not blacklisted by a Government/Semi Government Department/Agency including TCP and are not defaulter in term of any previous / past contract of TCP, in any manner.

3. We confirm that all the terms and conditions of the Tender No.TCP/T&R/Rice /Gambia/ 26-1/2026 dated August 17, 2026 are accepted.

Yours faithfully,

Signature of the Chief executive or the Authorized Person*

& seal of the Company/Partnership/ Sole proprietorship

Name: _____

Designation: _____
CNIC NO: _____
Contact Phone: _____
Contact Fax: _____
E-mail: _____

* In case of Authorized Person, the authority letter on the business letter head of the Firm/Company/Sole proprietorship shall be attached.



Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1.

Name
2.

Father’s Name/Spouse’s Name
3.

CNIC/NICOP/Passport No.
4.

Nationality
5.

Residential address
6.

Email address
7.

Date on which shareholding, control or interest acquired in the business.
8.

In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

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

9.

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

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

10.

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

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

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

[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.

Notwithstanding 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 times 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.

Signature of the Chief executive or the Authorized Person*
& Seal of the Company/Partnership/Sole proprietor

Name: _____
Designation: _____
CNIC NO.: _____

* In case of Authorized Person, the authority letter on the business letter head of the Company/partnership/sole proprietorship firm shall be attached including Name, CNIC, specimen signatures of the Authorized Representative.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY
(To be furnished on Judicial Paper of appropriate value)

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

M/s. _____ (hereinafter called the Tenderers) are submitting their offer against Tender No.TCP/T&R/Rice/Gambia/26-1/2026 dated August 17, 2026 and have requested us to issue a Bank Guarantee for an amount of Rs. _____ in your favour as earnest money to ensure their compliance with conditions of the Tender.

2. Therefore, we hereby agree to make an unconditional payment of Rs. _____ (in words) _____ to you on demand without any further question or reference to the Tenderers on the Tender's failure to fulfill the terms of the tender. The sole judge for deciding whether the tenderer has failed to fulfill the terms of the tender shall be Trading Corporation of Pakistan (Pvt.) Limited.

3. In case the tenderers are awarded a contract for supply of goods as per Tender quoted above, the Guarantee shall remain in custody of TCP upto the date of furnishing of an acceptable performance bond on TCP's prescribed form.

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

5. Our liability hereunder is limited to Rs. _____ (in words Rupees _____).

6. This guarantee shall stand valid till _____ (minimum 60 days from date of issuance).

Name of the Bank _____

Address _____

SIGNATURE
AUTHORIZED OFFICER OF THE BANK

ANNEXURE-VIII

TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED

4TH& 5TH FLOOR, BLOCK-B, FINANCE & TRADE CENTER, SHARAH-E-Faisal, Karachi

FORM OF PERFORMANCE BOND/GUARANTEE

(to be furnished on the stamp paper of appropriate value)

Whereas, the Trading Corporation of Pakistan (Pvt.) Limited, 4TH& 5TH Floor, Block-B, Finance Trade Center, Shahrah-e-Faisal, Karachi, (hereinafter referred to as the “BUYER”) has accepted offer for the supply of _____ MT of _____ RICE to be supplied by M/s. _____ (hereinafter referred to as the “SELLER”) on the terms and the condition governing to the respective contract.

2. AND, whereas the seller has requested us through the bank to issue a guarantee for an amount of Rs. _____ (Rupees _____ 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 respect and we unconditionally and absolutely bind ourselves to the following:

- i. To make payment of Rs. _____ to the buyer or as directed by the buyer on the date of the receipt of demand in writing without any question whatsoever.
- ii. To keep this guarantee valid and in force for thirty (30) days after completion of contract in all respects 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 (05) days before the expiry of validity date.

4. We understand that this guarantee is unconditional and the sole judge for deciding whether the seller has performed the contract Tender No. TCP/T&R/Rice/Gambia/26-1/2026 dated August 17, 2026 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 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 Rs. _____ (Rupees _____ in words).

7. This guarantee is valid for six (06) months from the date of its issuance.

SIGNED: _____

DATE: _____

PLACE: _____

(A first class scheduled bank of Pakistan)

JOB DESCRIPTION OF PSIA:**i. GENERAL:**

- a. Upon receipt of award letter from TCP for supply of commodity, the seller will be required to coordinate immediately with buyer's nominated PSIA and offer/tender the cargo to PSIA for inspection well before arrival of the vessel.
- b. Seller shall be responsible to arrange the accessibility of PSIA to the cargo and seller shall provide the following documents to PSIA on immediate basis:-
 - i) Copy of TCP's procurement tender.
 - ii) Copy of L/C.
 - iii) Copy of Ship Particulars
 - iv) Copy of Vessel acceptance letter issued by TCP.
 - v) Any other document, if required by PSIA or instructed by TCP.
- c. On completion of loading the PSIA will issue the following documents:-
 - i) Certificate of Quality against specifications as per TCP's procurement tender/contract.
 - ii) Certificate of Quantity by shore figures.
 - iii) Certificate of Quantity as per draught survey.

ii. INSPECTION OF CARGO:

- a. The cargo to be tested by PSIA under method as prescribed as prescribed in the TCP's relevant procurement 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 respective Government. Samples should be drawn in the presence of seller/exporter and samples should be sealed by the seller/exporter. Dry oven method should be adopted for moisture testing (ISO-712:2021).
- 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 / containers. It must be noted that if the test analysis of cargo in bin / silo / godown referred above does not conform to the prescribed specifications, the loading of cargo / commodity is not to be permitted in any circumstances.
- c. PSIA should draw five sets of samples jointly with the seller / exporter from each bin / silo / godown separately from which the cargo/commodity to be loaded for analysis and for one set of sealed samples tested by a reputed, independent, government approved laboratory, one sample to be delivered to seller / exporter, one sample to be dispatched to consignee 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, signed and stamped 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 consignee. One set of sealed samples should be handed over to the sellers and one set be retained by them (Pre-shipment Inspectors) for subsequent test.
- f. If required, the PSIA will instruct seller/exporter for provision of vessel's paper before commencement of loading and seller shall be responsible to arrange the same as per PSIA's instructions.

- g. The PSIA should ensure that the loading has been done directly from bins / silos / godowns into holds/hatches of the vessel. A certificate to this effect should be incorporated in the PSIA report.
- h. If required, PSIA shall witness/supervise the fumigation of holds after completion properly and issue the certificate. The fumigation material will be provided by seller/exporter.
- i. PSIA will seal the holds after loading and issue seal certificate, duly endorsed by the Master of the vessel.
- j. If required, the PSIA will also check and certify the packing material in accordance with PSQCA method & standards or as prescribed in the import contract/tender.
- k. Any/all charges/expenses for testing/checking of rejected cargo shall be on account of seller.

iii. **INSPECTION OF CONTAINERS**

- a. The PSIA should carry out proper weightment 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.

iv. **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 A1 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.

V. The vessel / container shall be allowed to sail after:-

- a. Ensuring that cargo is as per specifications provided in the tender.
- b. Proper fumigation of cargo in each hold of the vessel / containers with phosphene @ 3 gms of phosphene active ingredient per cubic meter volume, re-circulated and dust retained or as prescribed under law of country of origin.
- c. Proper airtight sealing of the covers of the holds/hatches of the vessel / containers.
- d. Containers / holds have been inspected and examined prior to commencement of loading of the cargo and containers found fully clean un-dented (especially the Floor of containers is without any dents), damaged, seaworthy, dry and holds also found fully clean without any leakages of bottom, wet, oily, dirty and suitable for loading of cargo and maintaining quality of wheat grain.

vi. Payment:-

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

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