

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

No. TCP/T&R/Wheat/26-1/2026

September 08, 2026

INTERNATIONAL TENDER FOR IMPORT OF 750,000 MT (SEVEN HUNDRED FIFTY THOUSAND METRIC TONS) WHEAT, WITH +/- 10% MOLSO ON CFR IN BULK KARACHI AND/OR GWADAR BASIS, OF THE LATEST CROP YEAR 2026

TENDER TERMS & CONDITIONS

1. INVITATION FOR BIDS:

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Government of Pakistan, Karachi, in line with Rule-21(A) of the Public Procurement Rules, 2004, invites bids for import of 750,000 MT Wheat (Seven Hundred Fifty Thousand Metric Tons) with +/- 10% MOLSO of latest crop year 2026 into Pakistan on CFR bulk Karachi and/or Gwadar Basis, as per prescribed terms and conditions.

2. A. GENERAL:

- i) WHEAT – HS Code 1001.9900 (Milling Wheat).
- ii) Milling wheat shall be of the latest crop year 2026. Wheat shall be dried, mature grains of normal size, color and shape. It must be clean, wholesome and free from obnoxious smell, discoloration, admixture of deleterious substances including toxic weed seed and other impurities except to the extent indicated in the specification. It should be free from all live insects and diseases and quarantine pests and meet all the IPPC and DPP Pakistan requirements for importation of wheat. The wheat to be supplied under this tender must be in conformity with the following technical specification and meet all the requirements as laid down in Import Policy Order (in vogue), Import Permit or any other applicable law in Pakistan:

B. SPECIFICATIONS:

Sr #	Factor	Standard	Method of Testing
1.	Milling Wheat of Current Crop		
2.	Test Weight	76 Kg /HL. Min.	ISO 7971-2 1995 (I)
3.	Shrunken, broken kernels	5.0% Max.	ISO 7970:2000
4.	Damage Grains (including insects, fungus, heat and sprout damaged).	5.0% Max	ISO 7970-2000 (B)
5.	Moisture Content	14.5% Max.	AACC 44-15A
6.	Foreign Matter	1% Max. (Inorganic not exceeding 0.1%)	ISO 7970-2000 (B)
7.	Wet Gluten (Whole Meal Flour)	Minimum 21% - 23%	AACC method 38-12 calculated at 12% moisture level basis
8.	Protein content (whole Meal Flour)	Minimum 10%	AACC 46-12



Sr #	Factor	Standard	Method of Testing
9.	Falling Number (whole Meal Flour)	250 seconds Minimum	AACC method 56-81 B, 2000
10.	Colour	Original colour, shape and texture.	Visual
11.	Aflatoxins	Less than 30 ppb.	AOAC method 2001-06
12.	Deoxynivalenol (DON) toxin	Less than 1000 ppb.	---
13.	Human Consumption	Used for eating purpose in the country of Origin & fit for human consumption.	Microbiological and Chemical testing.
14.	Quarantine	Should meet Pakistan quarantine requirements as per IPPC standard (Annex-I or Annex-II).	---
15.	Dioxins	Free of Dioxins.	---
16.	Live insects, pests	Free from live stored grain insects, pests and their larvae.	---
17.	Rodent Residues	Substantially free from Rodent Residues.	Visual.
18.	*GMO	Not genetically modified	---
19.	Heavy Metals	Within WHO permissible limits	---
20.	Pesticides	Pesticide residue within Codex Alimentarius Limits.	---
21.	Other Requirements	i) Free from Tilletia Indica and Tilletia Walker certification to be based on lab, test at load port ii) Substantially free from ergot, smut, fungus, Eurygaster and striga weed, poisonous weed seeds and rodent residues. iii) Crop: Latest crop. iv) Fumigated with phosphine at or immediately prior to loading at rate of 3 gms of phosphine active ingredient per cubic meter volume of wheat grain or as prescribed under law of country of origin, re-circulated and dust retained. v) Radioactivity within WHO permissible limits.	---

*A certificate from a Government Agency or a Government Authorized Agency stating that:



"There are no transgenic wheat varieties for sale or in commercial production in (Name of Country) at this time".

NOTE:

- (a) Wheat to be officially certified at the time and place of loading aboard vessel(s), free of live weevils and any other insect(s) injurious to stored grains and human health.
- (b) The supplier shall arrange to furnish a valid phytosanitary certificate (PSC) in conformity with the accepted international convention, issued by the concerned NPPO for each shipment. Such certificate shall be issued by the NPPO on the basis of inspection done by an agency accredited to/certified by the said NPPO or the NPPO directly. Consignment on the basis of the prescribed sampling and inspection procedures is also to be ensured.
- (c) The Wheat should be free from the following quarantine pests, as per import permit issued by Department of Plant Protection:

Karnal Bunt: *Tilletia Indica*, *Tilletia Walker*;

- (d) The Wheat should be substantially free from the following quarantine pests, as per import permit issued by Department of Plant Protection:
 - i) Bacterial Wilt;
 - ii) Glume rot;
 - iii) Loose Smut;
 - iv) Ergot;
 - v) Smut;
 - vi) *Eurygaster* SPP;
 - vii) Poisonous and noxious weed seeds;
 - viii) Quarantine;
 - ix) *Striga* SPP; and
 - x) Ear cockle.
- (e) The supply in addition to above requirements, shall comply with any other requirement not stated above but given in Conditions of Import Permit issued by DPP.

C. INSPECTION & SAMPLING PROCEDURE AT LOAD/DISCHARGE PORT, AS APPLICABLE:

- i) Inspection of the wheat grain shall be carried out prior to loading on to the vessel by an authorized officer of the NPPO or the accredited agency of the National Plant Protection Organization (NPPO) of the exporting country. Such inspection shall be carried out as per the guidelines prescribed under ISPM-12(Guidelines for Phytosanitary Certificates-IPPC) and DPP Pakistan Plant Quarantine Rules, 2019, to ensure that the wheat grain shipped to Pakistan is as per the specifications in Clause-2(B) above. The following scale of statistically valid sampling program should be applied to the entire shipment during loading.
- ii) A sample of one kilogram of wheat should be drawn for every 20 Metric Tons of wheat grain loaded on to the vessel from the export lot of wheat grain and



the entire quality would be subjected to inspection to ensure that it is within the specified limit of quarantine pests and weeds. The sampling should be carried out either through a slotted grain sampler or a probe sampler if it is bagged cargo or through an automatic sampling system attached to a grain elevator, which samples the grain at periodical materials. The frequency of sampling and the size of samples shall be set as indicated above. Alternatively, the samples may be drawn using deep bin probes (thermo sampler) from the ship holds/ grain bins. Alternatively, the exporting country may adopt GAFTA sampling rules No.124 or any other appropriate statistical sampling intensity for detecting the prescribed tolerance levels for the quarantine pests and weeds specified in the tender. The samples shall be inspected by an authorized officer of the NPPO or the accredited agency of the exporting country for grain contaminants such as bunt balls, ergots, grain weevil and weed seeds etc. For this purpose, the samples have to be inspected visually to detect bunt balls, ergots, weevil grain and weed seeds etc. If presence of any quarantine pests or weeds is detected above the limit specified in this tender, the officer of the NPPO/Agency should stop loading the wheat grain. In case any bunted grains are noticed the same shall be subjected to microscopic examination to characterize the species. The phytosanitary certificate for ergot, dwarf bunt, granary weevil and quarantine weeds may be issued on such sampling and inspection system.

- iii) The cargo should be fumigated with Phosphene (i) prior to loading or after loading at the rate of 3 gms of phosphene active ingredient per cubic meter volume of wheat grain or (ii) fumigated as prescribed under law of country of origin and re-circulated and dust retained.
- iv) The supplier shall furnish with the consignment(s) a certificate from a competent internationally accredited laboratory at load port indicating that "The residues of the pesticides should not exceed the maximum residual limits listed in Codex Alimentarius".
- v) The supplier, through its Local Agent, shall also submit representative laboratory sample (about 1 kg weight) of the shipment duly sealed and attested by Pre-shipment Inspection Agency to TCP for counter analysis in ISO 17025 accredited laboratory in Pakistan, if required.

3. QUANTITY:

- i) 750,000 MT (Seven Hundred Fifty Thousand) Metric Tons +/- 10% MOLSO Wheat on CFR in Bulk Karachi and/or Gwadar basis is required, shipment is to be made as per shipment schedule given at Clause-16.
- ii) Minimum bid quantity shall be 50,000 MT (Fifty Thousand) Metric Tons +/- 10% MOLSO Wheat on CFR in Bulk Karachi and/or Gwadar basis. Any bid less than minimum bid quantity shall not be accepted.

4. METHOD OF PROCUREMENT:

Single Stage – Two Envelope Procedure as per Rule-21(A) of the Public Procurement Rules, 2004.



5. CLARIFICATION / REJECTION OF BIDS:

A. PRE-BID MEETING:

- i) A pre-bid meeting shall be held on September 11, 2026 at 1500 hours (PST) in the Board Room of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi, to answer any questions on matters related to the bidding documents. The bidders or their authorized representatives who wish to attend in person can attend the pre-bid meeting at their own expense. However, the bidders or their representatives who wish to attend the meeting online can attend through Zoom for which the link shall be shared upon official request on letter head sent to TCP through email at mgr.tr@tcp.gov.pk.
- ii) Minutes of the pre-bid meeting shall be uploaded on the TCP's website, if any modification of the bidding document becomes necessary as a result of the pre-bid meeting, through Addendum.
- iii) Absence at the pre-bid meeting will not be a cause for disqualification of bidder.

B. SUBMISSION & OPENING OF BIDS:

- I. The bid documents can be collected from designated offices (except Saturday and Sunday) or downloaded from the website of TCP and PPRA till **1100 hours (PST) on September 16, 2026. Interested foreign suppliers** may submit their bids in sealed envelopes (duly marked as "Technical Bid" and "Financial Bid") to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shahrah-e-Faisal, Karachi on **September 16, 2026, latest by 1130 hours (PST)**. Bids received through fax/cable shall not be considered. Technical bids will be opened on the same day at **1200 hours (PST)** in the TCP's Board Room, in presence of the bidders or their authorized representatives who may wish to be present. Whereas, Financial bids of technically qualified bidders shall be opened after completion of technical evaluation on the same day and in the same manner.
- II. The bidders having no local agent / representative in Pakistan and who desire to participate in the tender also have the following options:
 - a) The sealed bid containing both technical and financial bid envelopes as per requirements of Clause-5(B), shall be dropped / shall reach nearest Pakistan Mission a day preceding to the bid opening date before closing of office hours of the relevant Pakistan's Mission in the respective country (list available at <https://www.commerce.gov.pk/mission-abroad/pakistans-trade-missions-abroad/>).

OR

May send bid in a single sealed envelope containing separate sealed technical and financial bids as per requirements of Clause-5(B), through courier subject to the condition that it is delivered to the TCP's Principal Office on the date of opening of the tender and latest by closing time for submission as stipulated at Clause-5(B)(I) above.



- b) The sealed envelope containing two separate sealed envelopes for technical and financial bids shall be marked to the relevant Pakistan Mission and besides the name and address of the bidder also bear following:

**BID FOR TRADING CORPORATION OF PAKISTAN'S
INTERNATIONAL TENDER FOR IMPORT OF 750,000 MT (SEVEN
HUNDRED FIFTY THOUSAND METRIC TONS) WHEAT, WITH +/- 10%
MOLSO ON CFR IN BULK KARACHI AND/OR GWADAR BASIS, OF THE
LATEST CROP YEAR VIDE NO.TCP/T&R/WHEAT/26-1/2026 DATED
SEPTEMBER 08, 2026**

- c) The technical bids shall be evaluated on the basis of document received in the manner and the time prescribed as per (a) & (b) above.
- d) The technical and financial bids received as per (b) above, shall be opened by the relevant Pakistan Mission live on the Zoom session as per the schedule specified at Clause-5. Bidders who opt for this option, shall inform TCP through email at mgr.tr@tcp.gov.pk regarding submission of the bids and in which Pakistan Mission the bid is submitted and mentioning the details of the company, immediately after submission of the bid.

The bids shall be submitted in following manner:

III. **TECHNICAL BID (ENVELOPE-1):**

The bidders are required to submit sealed 1st envelope marked as “**TECHNICAL BID**” containing the following information / documents:

Eligibility / Technical Evaluation Criteria:

- a) A bid letter / application containing Name and address of the firm with telephone and fax numbers and e-mail address and Names of Directors/Partners/Proprietor (**Principal Supplier**).
- b) Name and address of Local Representative with telephone and fax numbers e-mail address, CNIC & NTN, if any. Copy of the Authority letter signed by the Principal Supplier to be attached (**ANNEXURE-I**).
- c) An **Affidavit on Judicial paper of PKR 100/-** to the effect that either the principal supplier/company or his local representative had never been blacklisted by TCP or any Government department/autonomous body in Pakistan (**ANNEXURE-II**).
- d) An **Affidavit on Judicial paper of PKR 100/-** to the effect that the principal supplier/company or his local representatives have fulfilled their previous contractual obligations with TCP in the past (**ANNEXURE-III**).
- e) Original Bid Security, as per the requirements of Clause-10 hereunder. At the time of bid opening if the original bid security or the SWIFT [in case of direct remittance as at Clause-10(iii)] from the concerned bank, is not enclosed with the technical bid, the bid shall be rejected.
- f) The Bidder shall undertake in writing (**ANNEXURE-IV**) along with the Bid that they shall supply wheat free from Tilletia Indica/ Tilletia Walker undertake that they shall not source the wheat from the areas/regions of the country of origin where presence of Tilletia Indica/Tilletia Walker is notified or suspected.



- g) The Bidder shall submit an undertaking on company's letter head confirming that their Offer is unconditional and conforms to all quality parameters indicated in the Clause-2 of this tender document and that the bidder shall meet all conditions and timelines for the shipment(s) (**ANNEXURE-IVA**).
- h) Minimum 5 years' direct experience of wheat export business along with documentary evidence in the shape of B/Ls in name of Bidder offering the bid.
- i) Minimum Export Performance of 50,000 MTs of Wheat in past 5 years.

NOTE: The bidders who wish to participate in bidding directly through Pakistan Mission abroad shall submit the affidavits required above on their official letter heads duly notarized from their respective jurisdiction.

- j) The technical bid shall be evaluated on the basis of documents provided under Clause-5(B)(III)(a) to 5(B)(III)(i). In case of Consortium bid, Lead Bidder's experience and export performance will be evaluated on point (h) & (i) above.

In case of bidders who fail under technical evaluation, their envelope(s) containing financial bid shall be returned unopened.

Financial bids of the technically qualified bidders will be opened after completion of the technical evaluation on the same day.

IV. FINANCIAL BID (ENVELOPE-2):

The bidders are required to submit sealed 2nd envelope marked as "**FINANCIAL BID**" whereby:

- i) Price shall be quoted in **US Dollars PMT on CFR in Bulk Karachi and/or Gwadar Ports Basis**, as per Bid Form (**ANNEXURE-V**).
- ii) Bid shall be made for a minimum quantity of 50,000 MT with +/- 10% MOLSO Wheat on CFR in Bulk Karachi and/or Gwadar Ports Basis and / or multiple thereof upto total advertised quantity of 750,000 MT with +/- 10% MOLSO Wheat on CFR in Bulk Karachi and/or Gwadar Ports Basis.

The Financial bids of technically qualified bidders shall be evaluated on lowest cost basis.

6. BLACKLISTING:

All the papers/documents and the information furnished by the Principal Supplier and / or its Local Agent along with the bid and/or during the contract / tender execution must be genuine and true in the terms of their contents and that if established otherwise at any later stage during the processing of bid / execution of tender/contract, the Principal Supplier and/or its Local Agent shall be liable to blacklisting attracted under TCP's Blacklisting Order of 2010 (As amended in 2026) dated August 17, 2026 and encashment/forfeiture of any Security submitted to TCP under existing or any other tender/contract, besides any other action that the



Corporation might deem fit to take. The **affidavit on Judicial paper of PKR 100/-** must be submitted along with the bid, on the prescribed proforma given at **ANNEXURE-VI** of Tender Terms.

7. BID EVALUATION CRITERIA AND ACCEPTANCE:

- i) The Financial Bids of only technically qualified bidders shall be evaluated on the lowest cost basis.
- ii) In case of identical offers received from one or more suppliers, the awarded quantity shall be bifurcated amongst them.
- iii) Letter(s) of Acceptance/award will be issued to the successful bidder(s) by e-mail as well as by courier, against details provided in the bid, within the validity of offer/bid.
- iv) Supplier shall submit "Declaration of Ultimate Beneficial Owners Information" as at **ANNEXURE-VII** immediately on award of contract.
- v) Supplier would be required to sign "Integrity Pact" immediately on award of contract as per the format at **ANNEXURE-VIII**.
- vi) TCP reserves the right to accept or reject any or all bids wholly or partially.
- vii) TCP reserves the right to purchase more or less than the advertised quantity, as per provisions of the Public Procurement Rules, 2004.
- viii) TCP also reserves the right to purchase from the most advantageous (i.e. lowest cost) bidder or other bidders through price-matching, as per Rule-21(A) of the PPRA Rules, 2004, if the required quantity is not managed through the most advantageous bidder.
- ix) The port of arrival/discharge will be any port in Karachi or Gwadar Port as per the Bid / Award Letter. However, TCP reserves the right to divert the Vessel to any specific port in Karachi or Gwadar Port.
- x) Any bid less than minimum quantity shall not be acceptable.
- xi) Only bulk shipments are allowed.
- xii) Part shipment is allowed as per Clause-16(i) & (ii).
- xiii) Only firm offers/quantity will be considered and conditional bids shall be rejected.
- xiv) Non-responsive and Incomplete bids shall be rejected.
- xv) Parties/Companies/Suppliers/Vendors who have not fulfilled any of their existing or previous contractual obligation with TCP shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services and commodities with TCP, as the case may be, before tender opening date. Furthermore, the suppliers against whom black-listing process has been initiated or they have been black-listed by TCP or any other Government department/autonomous body are not eligible to participate.

8. COUNTRY OF ORIGIN:

- i) "Country/ies of Origin of Wheat offered should be specifically mentioned in the Bid Form **ANNEXURE-V**. Bidder shall also give a certificate confirming the "availability of stock".
- ii) The cargo (wheat) that is being offered to TCP, shall neither be of Indian/Israeli or any other banned/sanctioned country(ies) origin nor it should originate therefrom or be shipped from Israel/India or any other banned/sanctioned country.



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

9. VALIDITY OF BID(S):

Offers should be valid for **Eighty (80) hours** from the bid submission deadline.

10. BID SECURITY:

- i) Bid shall be accompanied by an original Bid Security equivalent to **TWO percent (2%) of the total offered CFR value** in the form of a Banker's Cheque in PKR (equivalent to US Dollars at the exchange rate on or a day preceding the date of opening of the tender) or in the form of Bank Guarantee from a minimum Pakistani "A" rated (PACRA/VIS) Bank in Pakistan (on prescribed form as at **ANNEXURE-IX**) in US Dollars on or before the date of opening of the tender.
- ii) The bid security must be verifiable and encashable at the counter of issuing bank (in case Bid Security is issued by local banks) and verifiable and cashable at the counter of local confirming bank (in case Bid Security is issued by foreign bank) in Pakistan. TCP has right to request the confirmation and encashability from the confirming bank in writing at the time of bid evaluation. In case the encashability / validity is not confirmed by the relevant bank, the bid shall not be accepted.
- iii) The Bid Security may also be remitted in the TCP's below mentioned bank account, with the condition that the amount should be deposited and reflected in the bank account prior to opening of the bid. In this scenario, the foreign bank must remit the payment through SWIFT against receipt of written communication from TCP through email from the ID "cfo@tcp.gov.pk" and the same should be deposited in the TCP's following bank account within three hours of email. Any inward / outward charges on the banking transactions shall be borne by the bidder including local taxes:

Title of Bank Account	:	TRADING CORPORATION OF PAKISTAN (PVT) LTD
IBAN NUMBER	:	PK93SIND0003321163612500
Name of Bank	:	Sindh Bank Limited
Branch Code	:	0332
Branch Name	:	Karachi Administration Society Branch, Karachi
Swift Code	:	SINDPKKA
USD Nostro Code	:	HANYUS33

- iv) Bid Security of the unsuccessful Bidder(s), including those Bid(s) which is/are not accepted for any reason, shall be returned to them within seven (07) working days of award of the tender. However, the Bid Security **[refer clause-10(i), 10(ii) & 10(iii)]** of the successful bidder(s) shall only be released after satisfactory receipt of Performance Guarantee (as stipulated at Clause-12 hereunder) and confirmation of its validity / encashability by the relevant bank.
- v) However, for the bidders who wish to participate directly through Pakistan Mission abroad, must provide Bid security as per Clause-10(iii) above.



11. DOCUMENTS CONSTITUTING CONTRACT:

The IFB (Invitation for Bids), the Terms & Conditions of Tender, the Letter of Acceptance/Award issued by the Buyer, Integrity Pact and Letter of Credit along with submission of the valid Performance Guarantee shall collectively constitute and be considered as the Contract between the Buyer and the Seller. The contract shall be valid till successful and complete delivery of the goods as per the terms and conditions of this tender / contract and settlement of buyer's claims by the seller.

12. PERFORMANCE GUARANTEE:

- i) Successful bidder shall be required to furnish a Performance Guarantee verifiable / encashable at the counters of issuing bank, for due and satisfactory performance of the contract, equal to **Five percent (5%)** of the total value of the contracted goods **(including +10% of MOLSO)** within **FOUR (04) working days** from award of contract, in the form of a Bank Guarantee in US Dollars from a minimum Pakistani "A" rated (PACRA/VIS) Bank in Pakistan to be furnished in the prescribed form **(ANNEXURE-X)** in favour of Trading Corporation of Pakistan (Pvt.) Limited or in the form of a Banker's Cheque in PKR (Equivalent to US dollars at the exchange rate on or a day preceding the date of opening of the tender).
- ii) The Performance Guarantee may also be remitted in the TCP's below mentioned bank account as per requirements stipulated at clause-12(i), with the condition that the amount should be deposited and reflected in the bank account within time stipulated above. In this scenario, the foreign bank must remit the payment through SWIFT against receipt of written communication from TCP through email from the ID "cfo@tcp.gov.pk" and the same should be deposited in the TCP's following bank account within three hours of email. Any inward / outward charges on the banking transactions shall be borne by the bidder including local taxes:

Title of Bank Account	:	TRADING CORPORATION OF PAKISTAN (PVT) LTD
IBAN NUMBER	:	PK93SIND0003321163612500
Name of Bank	:	Sindh Bank Limited
Branch Code	:	0332
Branch Name	:	Karachi Administration Society Branch, Karachi
Swift Code	:	SINDPKKA
USD Nostro Code	:	HANYUS33

- iii) Satisfactory performance of the contract (refer Clause-11) includes delivery of goods strictly according to the contract within the stipulated period of delivery to buyer at any port in Pakistan as designated by TCP and settlement of any/all claims under this contract/tender by both the seller and buyer.
- iv) If the successful bidder fails to furnish the required performance guarantee as per sub clause-(i) or (ii) above or the validity / encashability of the same is not confirmed by the relevant bank, the Bid Security of the successful bidder shall be forfeited without any notice besides, award issued shall also be cancelled.



13. FORFEITURE/RELEASE OF PERFORMANCE GUARANTEE:

- i) The Buyer shall forfeit / encash the Performance Guarantee if the Supplier:
 - a) Fails to supply the goods within the specified period.
 - b) Commits any breach of contract (refer Clause-11) or fails to fulfill any terms or conditions of the contract (refer Clause-11).
 - c) In case of any mis-declaration and / or if any earlier default / breach of contract is not disclosed by the seller.
- ii) The Performance Guarantee shall be processed for release to the sellers within 15 days of successful and satisfactory execution of the contract (refer Clause-11) and its full performance; and settlement of all claims under this contract. No claim shall lie against the Buyer in respect of interest on Performance Guarantee regardless of the time of its release.
- iii) The seller shall be required to submit written request on principal seller's or local agent's letterhead along with **"No Claims Certificate"** on the principal seller's letterhead and documentary evidence / swift message(s) for payment of claims (if any), for release of Performance Bank Guarantee in respect of the relevant tender/contract.

14. LETTER OF CREDIT (DOCUMENTARY CREDIT):

- i) The successful bidder shall furnish complete information in all respect as required for opening of L/C (as per **ANNEXURE-XI**) (e.g. name of Advising Bank and/or negotiating Bank and confirming bank, if applicable, with complete address and port of loading), through official email / dispatch to General Manager (T&R) at gm.dpod@tcp.gov.pk / mgr.tr@tcp.gov.pk and copy to Chief Financial Officer at cfo@tcp.gov.pk, immediately after award of contract. The delay in furnishing the L/C information and consequent delay in opening of L/C shall be on sellers' account.
- ii) The Buyer shall establish, in favour of the Seller, an irrevocable Letter of Credit shipment/vessel wise in US Dollars or any other mutually acceptable currency, (conversion rate of State Bank of Pakistan (Weighted Average Exchange Rates of last working day) to apply for conversion of a bid in USD to another international currency at time of opening of L/C) for 110% of the value of contracted quantity through a scheduled bank in Pakistan after receipt of required Performance Guarantee along with the complete information required for opening of LC from the Seller. If Weighted Average Exchange Rates of last working day is not available for that specific currency, then closing inter-bank rate of last working day as per treasury of LC Opening Bank shall apply. The selection of L/C opening / issuing bank shall be sole discretion of the buyer. The seller must fulfill the requirements of L/C opening / issuing bank including compliance requirements for the purpose of L/C opening.
- iii) The buyer would try to establish L/C before the start of specific shipment window. However, any delays in L/C opening due to banking compliance issues relating to war zone origins / ports / shippers / entities / individuals / incomplete information etc., there shall be no relaxation provided to the seller(s) in shipment schedule. If the L/C is delayed at buyer's end due to reasons other than specified herein, the buyer may consider relaxing the shipment schedule/ applicable penalty.



15. SHIPMENT INSPECTION AND CERTIFICATION:

- i) The Buyer shall nominate an independent pre-shipment inspection agency of international repute which shall inspect the cargo for its compliance with the tender T&C, quality and specifications, both at Load and Discharge Ports respectively. The cost of inspection, sampling, testing etc. and PSIA fee shall be borne by the seller.
- ii) The PSIA shall be responsible for inspection of cargo at all three stages i.e. pre-loading, under loading at the load port and during unloading/discharging of cargo at discharge port. Copies of all such PSIA Inspections Reports shall be communicated to buyer immediately after issuing by the PSIA.
- iii) The Seller shall offer to the Buyer's nominated PSIA, the stocks as per shipment schedule and also shall ensure PSIA accessibility to the stocks for inspection, sampling, testing, etc.
- iv) The PSIA shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the international trade practice, prior to loading of cargo tendered by the seller for shipment. Seller will load the cargo on vessel after receipt of quality certificate duly supported with Lab test reports/results from PSIA. Guidelines for pre-shipment inspection are at **ANNEXURE-XII**.
- v) The official testing agencies of the country of origin are required to conduct tests for all the factors of specifications. In case they do not conduct tests of all the factors of specifications, such factors of specifications shall be tested by PSIA through internationally recognized testing laboratory(s) on seller's cost.
- vi) The PSIA shall accept the offered wheat only if it is without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and as per the specifications of the buyer.
- vii) The offered wheat shall be rejected if it does not meet any specification and/or prescribed condition of the tender,
- viii) The vessel 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 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.
- ix) The certificate for Phytosanitary and quarantine at load port shall be issued by government agency of the origin. However, the buyer reserves the right to send its representative as observer/witness at load port for which arrangements shall be made by the supplier as and when such officers are sent for that purpose.
- x) The PSIA shall also ensure full compliance to Pakistan's Phytosanitary Import requirements at the port of loading.
- xi) The PSIA and Supplier shall ensure that the requirements of the Import Permit issued to TCP by Department of Plant Protection (DPP) Pakistan (copy of which shall be provided to the successful bidder/nominated PSIA) shall be fully complied with /met.
- xii) PSIA shall issue specific certificate with regard to inspection of holds stating that holds have been inspected and examined prior to commencement of loading of the cargo and holds also found fully clean without any leakages of bottom, wet, oily, dirty and suitable for loading of cargo.



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

16. SHIPMENT SCHEDULE:

- i) The supplier would be required to ship total awarded quantity in such a way that the Sailing Advices are issued within shipment period as per following schedule:

SR.#	SHIPMENT PERIOD	SHIPMENTS TO BE MADE
1.	11 th – 20 th October, 2026	Eight (08) Shipments of minimum 50,000 MT (+/-10% MOLSO) each
2.	21 st – 30 th October, 2026	Seven (07) Shipments of minimum 50,000 MT (+/-10% MOLSO) each
TOTAL		750,000 MT (+/- 10% MOLSO)

- ii) The shipments, as per schedule mentioned above, shall be made in such a way that the entire quantity of 750,000 MTs must arrive in Pakistan latest by **20th November, 2026 or earlier as per award letter.**
- iii) Any shipment beyond the shipment schedule at clause (i) above, shall be subject to tender terms and conditions including penalties under clause No.17, 26, and 27, as the case may be.
- iv) Buyer has the right to change / revise the shipments schedule according to the awarded quantity and port availability / situation etc., at the time of issuing the Award Letter or within laycan time.
- v) In case L/C is delayed due to any fault of suppliers, the corresponding delay caused in shipment, if any, would be on suppliers' account and subject to penalty(s) under tender terms and conditions.
- vi) For the purpose of determining shipment date, the "Sailing Advice" shall be used as source document.
- vii) Shipment meant from one to another load ports shall not be considered as shipment(s) to TCP, instead the shipment meant for final destination/ discharge port shall only be considered as shipments to TCP.
- viii) Inordinate delay in the voyage time without any genuine reason of weather, duly notified to the buyer, would attract violation of tender terms & conditions and would be subject to penalties under clause-17, 26 and 27, as the case may be.

17. LATE SHIPMENT PENALTY:

If the goods are not shipped within the stipulated period as given in Clause-16 above, 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**. Any further extension shall be at the sole discretion of buyer at supplier's risk for acceptance of vessel and the penalty rate shall be doubled every subsequent five (05) days on pro-rata basis subject to **maximum rate of US\$ 1 Per Metric Ton per day**. 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-16 above, duly supported by Statement of Facts (SOF). In case of discrepancy in the date of nomination and shipment, the decision of TCP for calculation of late shipment penalty shall prevail. The claim shall be sent to the seller by the buyer, which shall be settled



by the sellers within 5 days or else the same shall be deducted from the L/C retirement for the relevant shipment.

18. NOMINATION AND AGE OF VESSEL:

- i) The supplier shall ensure that the goods are shipped on a geared or gearless vessel. Class of nominated vessel(s) must not be lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The vessel shall not be over fifteen (15) years of age. A vessel over 15 years of age but not exceeding twenty - five (25) years would be acceptable provided it has established and maintained a regular pattern of trading to load and unload at specified ports. Proof of such regular pattern of trading should be dated prior to the date of shipment. In the event of vessel being over 15 years, Supplier should pay overage insurance premium as per Lloyds of London scale or to be adjusted from the L/C retirement, directly by the bank, at actual, as per Insurance Company invoice. The vessel on its last voyage prior to ship-breaking will not be acceptable, under any circumstances. For Gwadar Port, only geared vessels are acceptable. At the time of acceptance of vessels at Gwadar, TCP may revise the quantities as per requirements of port parameters.
- ii) "The Supplier shall first offer the transportation of the wheat under this Contract to Pakistan National Shipping Corporation (PNSC). If PNSC declines in writing to undertake the carriage, or if PNSC's freight rates or other commercial terms are demonstrably non-competitive, the Supplier may engage any other commercial carrier."

19. TERMS OF SHIPMENT ON CFR KARACHI AND/OR GWADAR PORTS BASIS:

- i) Shipment from country of origin to prescribed Pakistan ports directly.
- ii) The cargo to be discharged at the average rate of **Three Thousand (3,000) MT** at Karachi and/or Gwadar Ports per weather working day (PWWD) of twenty four (24) consecutive hours based on minimum number of five (05) holds, w.e.f. Notice of Readiness (NOR). **Sundays and holidays excluded (SHEX) even if used.** Time from noon Saturday or 1700 hours on a day preceding a legal or port holiday until 0800 hours next working day not to count even if used. If detained longer, receiver to pay demurrage at the rate of **USD Ten Thousand (10,000) PWWD** and proportionate of any part of the day. Dispatch money, if any, shall be paid by the Supplier to Receiver at half of the demurrage rate for working time saved. Lay time shall commence after twenty four (24) hours of the acceptance of Notice of Readiness. NOR must be received in writing, in original, in the office of the Receiver during office hours (0830 hours to 1630 hours) from Monday to Friday. NOR through any other mode shall not be accepted. Notice of Readiness (NOR) must be tendered immediately after completion of voyage time/reaching Pakistan waters limit.
- iii) The vessel to allow work at all times of day or night. The ship owner to guarantee gears tested not more than six months prior to readiness.
- iv) The vessel to supply, free of expense to the receiver, light for night work and power to drive winches, derricks or hydraulic cranes of 25 tons capacity and stevedores packing plant. Any time lost by reason of breakdown of the vessel winches, Power and/or derricks not to count.
- v) Supplier shall advise G.M. (D&POD), TCP by email address: gm.dpod@tcp.gov.pk and cfo@tcp.gov.pk and to the buyer's nominated insurance company about sailing of the ship from the load port, the quantity of



cargo loaded, name of the ship and address of the Local Representative of vessel and ETA Karachi / Gwadar Ports with in twenty four (24) hours of sailing of vessel to Pakistan.

- vi) Laycan would be finalized in consultation with TCP and the period in this regard must be observed strictly to avoid congestion at the discharge port(s).
- vii) Trans-shipment not allowed. Shipment from third country ports acceptable. Vessel to come straight from load port to prescribed discharge port directly without calling on any port except for bunkering, necessary supplies, etc.
- viii) Vessel not to load any other cargo/consignment(s) including wheat of any other TCP's tender.
- ix) No cargo to be loaded in the deep tanks, alleys and inaccessible places. If loaded, unloading time not to count. All damages to ship due to discharging from deep tanks will be owner's liability. Damages, if any, to ship during course of discharge to be settled directly between owners and party concerned at port.
- x) Damage, if any, to the vessel during course of discharge to be settled directly between Shipowner and the other party(s) without involving the Buyer
- xi) Buyers nominated Shipping / Vessel Agent to be appointed by the Suppliers/Owners paying customary agency fee together with port charges/vessel expenses at discharge port.
- xii) The Seller will airmail Charter Party before arrival of vessel at Karachi and also send the soft typed copy of charter party on email at gm.dpod@tcp.gov.pk.
- xiii) Delivery of cargo to be allowed against Indemnity Bond, as per P & I Club's format, on Buyer's letterhead in lieu of original Bill(s) of Lading otherwise NOR will not be received.
- xiv) The Buyer shall get wheat and/or vessel hold/hatches fumigated according to the requirements of DPP Pakistan, at supplier's expense, if any sort of infestation is found at the discharge/load port. Time so consumed shall not be counted towards laytime. Besides all Boat charges in respect of DPP formalities shall also be on supplier's account.
- xv) The Tally Room of the vessel shall be accessible to the Buyer and his surveyor as well as his Handling Agent.
- xvi) Vessels carrying the goods shall not be owned, chartered, leased, or operated by Israel/India or any other banned/sanctioned country or by nationals or residents of Israel/India or any other banned/sanctioned country, and shall not be registered in Israeli/India or any other banned/sanctioned country.
- xvii) The Bill(s) of Lading shall be issued by a person authorized by the Shipowner/Master of the vessel. Any other bill(s) of lading shall be considered null and void. Stale Bill of Lading and Third Party Bill of Lading not acceptable.
- xviii) The Buyer shall not be bound by the charter party if it is at variance with the terms of the contract between the Buyer and the Supplier. In such case, the terms & conditions of tender/contract between Buyer and Supplier shall prevail.
- xix) Vessel's overall length and maximum draft on arrival at Pakistan would be as per requirement of respective discharge port which shall be the responsibility of the Shipowner.
- xx) All taxes or levies on goods in Supplier's country shall be on Supplier's account while those in Buyer's country shall be for Buyer's account. Port levies, if any, on Shipowner's account.
- xxi) Geared and Non-geared vessels are acceptable. The Geared vessels without double hatches/twin hatches are acceptable. The vessel should have minimum number of 05 holds and 04 gears / cranes with the minimum capacity



of 25 MT. However, for Gwadar Port, only geared vessels are acceptable. At the time of acceptance of vessels at Gwadar, TCP may revise the quantities as per requirements of port parameters.

- xxii) The Supplier shall arrange ocean transportation through one or more bulk carrier vessels for awards made on the basis of minimum lot or for the contracted quantity. Shipment(s) shall be on CFR Karachi and/or Gwadar Ports basis.
- xxiii) Supplier must notify the Buyer promptly of vessel nomination. The Supplier shall indicate and submit to the Buyer, upon nomination, the vessel's name, flag, age, P & I valid membership with full style of P&I, ISM certificate, classifications society and registry certificate, number of hatches/holds, number and capacity of derricks/gears, gear testing certificate issued by the relevant authority, full styles / contact details of head-owner, despondent owner and operator and also mention the name of load port and lay can (Laycan should not be more than seven days) and name of vessel agent at load port and expected time of arrival at load port.
- xxiv) The Supplier/Shipowner to guarantee that cargoes carried by the vessel on its last three (3) voyages prior to the voyage in question were non toxic.
- xxv) The Supplier or his Representative in Pakistan shall be required to coordinate with the Buyer for all matters relating to shipment(s) of commodity and shall keep Buyer informed by fax/email about vessel's position and daily status of loading operations.
- xxvi) Supplier to provide Buyer **ten (10) and seven (7) days, 96 hours, 72 hours, 48 hours and 24 hours** pre advice of vessel ETA at discharge port, where applicable, pre-advice of vessel's ETA at discharge port. Buyers shall nominate discharge port 48 hours before arrival of the vessel.
- xxvii) Substitute of performing vessel to be accepted by the Buyer, provided that the substitute vessel's ETA at discharge port is not later than that of the originally nominated vessel.
- xxviii) At port of discharge, vessels to be in free pratique on arrival. Lay time shall not commence till clearance and vessel comes in free pratique.
- xxix) Discharging at one or two safe berths of either prescribed discharge port with cost and shifting time on Shipowner's account, time lost in shifting of vessel from berth(s) to berth(s) or berth to anchorage, vessel adjustment time lost on the same berth as per requirement of Port Authority and shifting time from outer anchorage to berth will not be counted towards lay time even if vessel is under demurrage. Time use as a consequence of shifting shall also be included in shifting time. Any/all dockage, quay and/or port dues/charges are to be paid by Ship owner even if vessel is under demurrage.
- xxx) Master of the vessel and local shipping agent shall notify Receivers (Buyer) by cable or fax and email at gm.dpod@tcp.gov.pk ten (10) days, seven (7) days, 72 hours, 48 hours and 24 hours in advance confirming vessel arrival time of prescribed discharge port of Pakistan. Any variation of 12 hours or more in the arrival time requires an additional notification by fax/cable/email. All port charges including tax on vessel shall be paid by ship owner at the Discharge Port.
- xxxi) First opening of holds/hatches not to count towards lay time. Lay time shall be stopped upon completion of discharging from the vessel. Any delay in discharging on call of Master of the Vessel or P&I Club due to any reason will not be counted in lay time.
- xxxii) Buyer's prescribed discharge port to be first discharge port after sailing from the loading port. After arrival and registration of vessel at designated first



- discharge port, vessel not to sail for any other port prior to completion of discharge of the buyer's cargo at designated discharge port.
- xxxiii) The vessel's voyage Log Book to be accessible to the Buyer's representative at discharge port.
 - xxxiv) Shipowner must fully abide by all regulations and orders of port authorities.
 - xxxv) Owners will be responsible for meeting all specifications and port restrictions of LOA / beam / draft / flag / gear / ISPS.
 - xxxvi) In case of any damaged cargo, the cost of damaged cargo and resultant duties and extra stevedoring charges plus extra cost, if any, shall be at shipowners' cost and same be paid prior to sailing. Time used for discharging of damaged cargoes shall not be counted towards laytime.
 - xxxvii) Only the time used for unloading of sound cargo shall be counted towards laytime.

20. **INSURANCE:**

- i) The goods shall be insured by the Buyer and the buyer shall communicate the contact details of its nominated Insurance Company to the Supplier, once the arrangement is finalized.
- ii) The Supplier shall, immediately within twenty four (24) hours of sailing of the vessel to Pakistan, **through fax and e-mail inform the Buyer (Fax no. 0092-21 99202595 and e-mail gm.dpod@tcp.gov.pk and cfo@tcp.gov.pk), the buyer's nominated Insurance Company and the opening bank, the following details of shipment:-**
 - a) Name of vessel.
 - b) Sailing date.
 - c) Port of shipment.
 - d) Invoiced quantity and total value of the goods, Bills of Lading wise.
 - e) ETA of vessel at any Discharge Port in Pakistan as designated by TCP.
- iii) This shall be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills of Lading. Number of the open Policy Cover supplied to the Supplier by the Buyer shall be quoted in commercial invoice.
- iv) In addition to the overage insurance premium as mentioned in Clause-18(i), supplier shall also pay any additional premium charged by insurance company in Pakistan over and above the normal rate due to the circumstances beyond the normal routine.
- v) Origins wherefrom insurance is not provided by TCP's insurers, or provided at higher rates due to special circumstances of the origin such as war/conflict, the respective supplier shall be responsible for payment of insurance premium to the extent of amount over and above TCP's normal insurance rate of 0.05%, if insurance cover is provided by TCP's insurer at higher rates. The supplier shall make the payment due from it at the time of insurance of the vessel. Any mark-up accrued due to delay/non-payment shall also be on the supplier's account.
- vi) If the supplier is responsible only for arrangement/provision of War & SRCC cover, due to extraordinary circumstances, the supplier shall arrange for insurance cover certificate from an international insurance company, with a Pakistani agent mentioned in the insurance certificate. The certificate shall be



to the order of TCP, identifying TCP as the beneficiary. The supplier shall send the original certificate to TCP along with proof of payment.

- vii) In case buyer is required to arrange Marine Insurance cover only, and at a rate higher than its normal rate, the payment of insurance premium to the extent of amount over and above buyer normal insurance rate of 0.05%, shall be the seller's responsibility. The seller shall make the payment due from it at the time of insurance of the vessel. Any mark-up accrued due to delay/non-payment shall also be on the seller's account.
- viii) The payment for goods, under cases mentioned at sub-clause (v) & (vi) above, shall only be made upon arrival of ship/delivery of goods at the discharge port, subject to clearance from commercial banks / SBP as explained in Clause-22(xi).

21. POST LANDING SURVEY:

- i) In case of any damage to the cargo or any shortages found at discharge port during joint survey, the claim shall be lodged by the Buyer on the Ship-owner.
- ii) The seller shall facilitate the settlement of claim by ship-owner with the Buyer.
- iii) The discharging at port shall be allowed to commence by Buyer's Surveyor on completion of all Port formalities, under intimation to the General Manager (D&POD) TCP, Karachi.

22. PAYMENT:

- i) The irrevocable Letter of Credit shall be negotiable at sight for hundred percent (100%) invoice value on presentation of following documents only within Ten (10) Pakistan banking working days after receipt of original documents at the counter of L/C issuing bank without discrepancy:
 - a) **Commercial Invoice (Supplier's Invoice):** Original.
 - b) **Bill of Lading:** Complete set of original "Clean on Board" Charter Party Bill of Lading marked "Freight Prepaid".
 - c) **Certificate of Quality:** Original, issued by the Supplier.
 - d) **Certificate of Origin:** Original issued by authorized Government Agency of the country of Origin or Chamber of Commerce if nominated by the country of origin.
 - e) **Supplier's Certificate:** Original, confirming that all the terms and conditions of the contract have been complied with.
 - f) **Crop Year Certificate:** Original, issued by Ministry of Agriculture or the concerned Chamber of Commerce or any other agency authorized by Government of the country of origin indicating the crop year as the latest crop of the origin.
 - g) **Pre-shipment Inspection Certificate:** Original, issued by the PSIA nominated by TCP certifying quality (conforming to contract specifications as at Clause 2(B)(i) or 2(B)(ii), as per award letter) based on lab reports of the authorized testing agencies of the country of origin and ISO / IEC 17025 accredited testing laboratory of international repute (as at clause-15), quantity, quality, compliance with required specifications, etc. and also certifying that the goods inspected were without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter.
 - h) **Phytosanitary Certificate:** Original, issued by concerned government authority of country of origin, which should meet Pakistan Plant quarantine requirements.



- i) **Fumigation Certificate:** Original, issued by Government authorized agency of the country of origin/port of shipment.
 - j) **Certificate of Standard & Quality:** Original, from government authorized agency of the country of origin/Port of shipment or TCP nominated PSIA stating the following:
 "That the wheat is fit for human consumption, without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds. Wheat is also free from insect infestation and substantially free from smut, fungus, eurygaster & striga weed. The wheat is also free from Tilletia Indica and Tilletia Walker (certified on the basis of lab test results)."
 - k) **Radiation Certificate:** Original, issued by the authorized government agency of the country of origin/Port of shipment.
 - l) **Official Stowage Examination Certificate:** Original, issued by the PSIA stating that the vessel holds were duly examined prior to the commencement of loading and found fully clean, dry, free from insects and infestation and suitable to maintain the quality of wheat grain.
 - m) **PSIA fumigation Certificate:** Original, issued by PSIA stating that prior to sailing, proper fumigation of cargo in each hold of the vessel was carried out or in silo before transported to export terminals if law of the country of origin/export does not permit fumigation of cargo in holds of vessel).
 - n) **GMO Certificate:** Original, from a government agency or a government authorized agency stating that:-
 "There are no transgenic wheat varieties for sale or in commercial production in (Name of Country) at this time".
 - o) **Copy of Release Order** issued by the Department of Plant Protection, Pakistan.
- ii) TCP may assign its nominated PSIA to check and issue any certificate at Clause-22(i) except Phytosanitary Certification and DPP Release Order, if not provided / issued by the relevant designated department/entity/agency of the relevant country of origin.
 - iii) Negotiation of documents under reserve is not acceptable by the Buyer.
 - iv) All bank charges in Pakistan connected with opening of the Letter of Credit, shall be on the Buyer's account. In case any amendment or extension in L/C is desired by Supplier, the expenses shall be for Supplier's account. If the L/C is required to be confirmed by the Suppliers, such confirmation should be arranged through the counter of the bank where the L/C is negotiable, provided that the bank charges involved or paid by the Supplier.
 - v) In case it is desired that the L/C be cabled/telexed to the beneficiary so as to reach them by a particular date, it can be done by the Buyer at the cost of the Supplier.
 - vi) Shipping Documents presented within the validity period of L/C.
 - vii) Letter of Credit to be valid for negotiation for thirty (30) days from the date of Bill of Lading.
 - viii) Part shipment and part payment is allowed.
 - ix) Vessel of Israel/India or any other banned/sanctioned country flag excluded for transportation.
 - x) Phytosanitary Certificate: shall be issued under International Plant Protection convention (IPPC) 1997 and as per import permit issued by Department of Plant Protection, Government of Pakistan.



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

23. DELIVERY OF DOCUMENTS:

- i) The Supplier shall send by e-mail the non-negotiable documents to General Manager (D&POD) Trading Corporation of Pakistan Limited at gm.dpod@tcp.gov.pk, at least five days before the arrival of vessel in Pakistan.
- ii) The Supplier shall ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in Pakistan before the arrival of the vessel. If the documents are not received by Pakistani bank concerned before the ship's arrival, the Supplier would deliver the consignment to Buyer against Buyer's own guarantee(s) *as per clause 19(xiii)* and instruct the Ship-owners and the Shipping Agents concerned accordingly.

24. FORCE MAJEURE:

- i) Should any of the force majeure circumstances, namely Acts of God, natural calamity, fire, government restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than fifteen (15) days, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party in writing at registered address, e-mail and/or fax of the commencement of force majeure of the same and circumstances preventing the performance of the contract.
- ii) Supplier is to be entirely responsible for obtaining and maintaining in force any necessary export license(s) if required. Failure to obtain and to maintain in force such license(s) shall not be sufficient grounds for Force Majeure.
- iii) A certificate / Notification issued by the concerned Government Agency or Chamber of Commerce of the Supplier's or the Buyer's country shall be acceptable proof of the existence and duration of such circumstances.
- iv) In case of origins situated under War Zone or origins falling under any international sanctions, any request for declaration for force majeure shall not be entertained.

25. ARBITRATION:

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the Buyer and Supplier. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the Supplier and the Buyer within the territorial / judicial limits of Karachi, Pakistan only, within fifteen days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration within the territorial and judicial limits of Karachi, Pakistan only. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and



binding on both the parties. The arbitration shall take place only at Karachi, under Pakistani Law of Arbitration Act, 1940.

26. DAMAGES:

- i) If the goods are not shipped within the contracted period of shipment, the Supplier shall be liable to pay to Buyer on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial/agri-production in the Buyer's country and loss of other benefits including goodwill and purchase of the same goods at a higher existing rate and value, to the Buyer. The quantum of such damages shall be determined at the sole discretion of Buyer.
- ii) The buyer reserves the right to reject the consignment / vessel or claim damages, if any contravention of the tender terms and conditions is found on the supplier's part.

27. CANCELLATION OF CONTRACT:

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

28. CONFIDENTIALITY:

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



(To be printed on the letterhead of the Bidder)

REPRESENTATIVE AUTHORITY LETTER

We hereby certify that M/s _____ with their head office located at _____ have been appointed to act as our Representatives for TCP Wheat Import Tender No. TCP/T&R/Wheat/26-1/2026 dated September 08, 2026 and given full authority to purchase tender documents, submit offers, negotiate and sign contracts and other documents on our behalf.

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

<Name>

Designation authorized One

<Name>

Designation Authorized Signatory Two



ON JUDICIAL PAPER OF PKR.100/-

A F F I D A V I T

I/We _____, resident of/having office at _____, Holding
CNIC/National ID/Company Registration No. _____
and passport no. _____ (where applicable) do hereby affirm:

1. That either the principal supplier/company or his local representative had never been black listed by TCP or any Government department/autonomous body.
2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs. _____

Official Stamp

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

COMMISSIONER FOR TAKING AFFIDAVITS



ON JUDICIAL PAPER OF PKR.100/-

A F F I D A V I T

I/We _____, resident of/having office at _____, Holding
CNIC/National ID/Company Registration No. _____
and passport no. _____ (where applicable) do hereby affirm:

1. That the principal supplier/company or his local representative have fulfilled their previous contractual obligations with TCP in the past.
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



UNDERTAKING

We hereby undertake that we shall:

- a. Supply wheat free from Tilletia Indica and Tilletia Walker;
- b. Not source the wheat from the areas/regions of the country of origin where presence of Tilletia Indica and Tilletia Walker is notified or suspected.

Signature _____

Name of signatory _____

Designation of signatory _____

Name of Bidder _____

Stamp _____



ON SUPPLIER'S LETTER HEAD

UNDERTAKING

I/We _____, resident of/having office at _____ Holding
CNIC/National ID/Company Registration No. _____
and passport no. _____ (where applicable) do hereby undertake:

1. That our Offer is unconditional and conforms to all quality parameters indicated in the Clause-2 of this tender document and that we shall meet all conditions and timelines for the shipment(s).
2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

Messrs. _____

Official Stamp



TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED**BID FORM FOR TENDER NO.TCP/T&R/WHEAT/ 26-1/2026 DATED SEPTEMBER 08, 2026
FOR IMPORT OF 750,000 MT WHEAT (+/- 10% MOLSO)**

1. **Name & Address of Bidder:** _____
Telephone: _____
Fax: _____
Email: _____
2. **Name & Address of Local Representative in Pakistan:** _____
Telephone: _____
Fax: _____
Email: _____
3. **Commodity:** _____
4. **Country of Origin:** _____
5. **Specification Type, Quantity & Price:** _____

Sr. No	PARTICULARS	CFR in Bulk Karachi Basis	CFR in Bulk Gwadar Basis
1.	Quantity in Figures		
2.	Quantity in Words		
3.	Price in figures (US\$/MT)		
4.	Price in Words (US\$/MT)		

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

7. **Amount of Bid Security: US\$** _____ **or PKR** _____ (in case of Banker's Cheque)

a) Banker's Cheque / Bank Guarantee;

No.: _____

Date: _____

Drawn at/issued by: _____

b) Bank Remittance through SWIFT:

No.: _____

Date: _____

Issuing Bank: _____

Receiving Bank: _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Stamp: _____



ON JUDICIAL PAPER OF PKR.100/-

A F F I D A V I T

I/We _____, resident(s) of/having office at _____, Holding
CNIC/National ID/Company Registration No. _____
and passport no. _____ (where applicable) do hereby affirm:

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/Wheat/26-1/2026 dated September 08, 2026, are true and genuine. If, at any time, any information or document is found false or incorrect, I/We shall be liable for blacklisting under TCP's Public Notice No. 1 of 2010 (As amended in 2026) dated August 17, 2026, besides any other action which the TCP may take under the law.
2. That whatever is stated above is true and correct to the best of my/our knowledge and belief.

DEPONENT(S)

Messrs. _____

Official Stamp

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

COMMISSIONER FOR TAKING AFFIDAVITS



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 person	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

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

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father' s/Husband' s Name in full	Current Nationality (ies)	Any other Nationality	Occupation	Residential Address in full or the registered / principal office address for a	Number of shares taken by cash subscriber (in figures)
			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 brokerage payable by the suppliers of goods, services, and works**

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

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

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

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

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

[the Supplier] agrees to indemnify TCP, Ministry of Commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of Commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from TCP, Ministry of Commerce, Government of Pakistan or any other person in private of and Government agency.



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

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

M/s. _____ through their
Representative _____ (hereinafter called the Tenderers) are submitting their
offer against Tender No. TCP/T&R/Wheat/26-1/2026 dated September 08, 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. This Guarantee is valid up to **. In case the tenderers are awarded a contract for
supply of goods as per Tender quoted above, the Guarantee shall remain in custody of
TCP upto the date of furnishing of an acceptable performance bond on TCP's prescribed
form.

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

5. Our liability hereunder is limited to Rs. _____.

Name of Bank _____

Address _____

SIGNATURE
AUTHORIZED OFFICER OF THE BANK

**** Two months from the date of opening of tender.**



TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
4th Floor, Finance & Trade Centre, Sharea Faisal, Karachi

FORM OF PERFORMANCE BOND

(To be furnished on stamp paper of appropriate value)

Whereas the Trading Corporation of Pakistan (Pvt.) Limited, Block-B, 4th Floor, Finance & Trade Centre, Sharea Faisal, Karachi (hereinafter referred to as the "BUYER") has accepted offer for the supply of _____ metric tons of wheat to be made by M/s. _____ (hereinafter referred to as the "SUPPLIER") on the terms and conditions governing the respective contract.

2. AND whereas the Supplier has requested us **through the Bank** to issue a Guarantee for an amount of USD _____ U.S. Dollars _____ (in words)

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

- i. To make payment of US Dollars _____ to the Buyer, or as directed by the Buyer on the date of their receipt of demand in writing without any question whatsoever.
- ii. To keep this guarantee valid and in force for One (01) month after execution of contract including settlement of all claims.
- iii. To extend this guarantee for such further period or periods as may be required by the Buyer at the Buyer's sole discretion, five days before the expiry of the validity date.

4. We understand that this guarantee is unconditional and that the sole judge for deciding whether the Supplier has performed the contract No. TCP/T&R/Wheat/26-1/2026 dated September 08, 2026 and fulfilled the terms and conditions of the contract, shall be the Buyer.

5. We further understand that any grant of time or indulgence to the Supplier without reference to us shall not in any manner absolve us from liability to make payment to the Buyer as stipulated under this Guarantee.

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

7. This guarantee is valid for 180 days.

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



ANNEXURE-XI

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

Complete Applicant Name –
Complete Applicant address –
Complete Beneficiary Name –
Complete Beneficiary address –
Name of the Country –
Port of shipment –
Port of discharge –
Complete information about the Shipper from port of shipment
In case shipment is to be made from country other than mentioned above
· Name of the country
· Complete information about the Shipper from port of shipment
· Port of shipment
All Banks involved (Applicant, Beneficiary, Accepting, Negotiating, Advising or any other banks involved etc.)
Trade Product
Description of goods and their usage & Origin
Amount and Currency



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

1) RESPONSIBILITIES OF THE INSPECTION AGENT

- i) The Buyer's appointed pre-shipment inspection agency of international repute (both at Load Port and Discharge Port) will be responsible for inspection of cargo at all three stages i.e. pre-loading, under loading and during unloading/discharging of cargo at load/discharge port(s). Copies of all such pre-shipment inspections Reports shall be provided to TCP immediately after issuance by the PSIA. The load port reports shall constitute mandatory requirement for retirement of L/C.
- ii) The Inspection Agent shall discharge the following responsibilities: -
 - i) Inspection of imported Wheat as well as inspection of vessels/godowns/silos/mills etc., to be carried out at designated origin, as per international standards and prevailing international methods of Pre-shipment Inspection.
 - ii) Carryout comprehensive inspection of cargoes/goods for quality, quantity, buyers required specification conformity, sampling, weighing etc. in order to ensure that the provisions of the relevant tender / contract and /or instructions issued by the buyer/TCP have fully and satisfactorily been complied with.
 - iii) Extend all facilities to the nominee, if any, deputed by the corporation to work with the Inspection Agent for carrying out the joint inspection of the goods, cost of such nominee shall be borne by TCP.
 - iv) Prepare for reference purposes, reputed number of samples / packets and have them sealed and signed jointly by the supplier's representatives and the representative of the Corporation, if any, in accordance with the terms of the sale / purchase contract.
 - v) To get the sealed samples/packets tested by an Independent Laboratory of International repute, cost of such testing at actual to be borne by the supplier at both load and discharge ports respectively.
 - vi) Bring discrepancies and defects to the notice of the buyer/TCP immediately when the Inspection Agent finds that the goods are not in conformity with the standard specifications of the tender/contract. In doing so the Inspection Agent shall specifically identify the causes of the discrepancies and defects and suggest remedial action.
 - vii) In case after inspection, goods are found fit for export, shall clearly and in unambiguous terms, declare the goods, fit for export in his Inspection Report.
 - viii) The inspection certificates relating to Clause 22(i)(c) to 22(i)(g) and Clause 22(i)(i) to 22(i)(n) above, are to be issued by the PSIA, as the case may be.
 - ix) Issue a certificate immediately after inspection in respect of inspection carried out by him or his associate and dispatch the same directly to all interested parties as stipulated in the tender / contract.



- x) Ensure that inspection is carried out by them within the time stipulated in the tender / contract or instructions issued by the Corporation and that there is no delay in the timely shipments of the goods.

2) PRE-SHIPMENT INSPECTION PROCEDURE:

- i) The cargo to be tested by PSIA under method as prescribed in the international standards unless prescribed otherwise in the TCP's relevant tender / contract.
- ii) The sampling and testing of cargo/commodity shall be done in accordance with the highest international standards, from internationally recognized/accredited foreign laboratories.
- iii) The result should be received by PSIA before the commencement of loading and after having entire satisfaction regarding quality in all respect, the PSIA shall allow to load the cargo in vessel holds. It must be noted that if the test analysis does not conform to the prescribed specification, the loading of cargo/commodity is not to be permitted in any circumstances.
- iv) PSIA should also draw required number of samples jointly with the supplier/exporter from the place the cargo/commodity to be loaded for analysis.
- v) The consignment so inspected shall be sealed by the Inspection Agent and stored in a safe and secured place.
- vi) The lots / bundles /packages from which samples are drawn shall be signed /stamped sealed with the stamp of the Inspection Agent in order to identify the inspected stores /consignments.
- vii) The seal on the inspected consignment shall be broken in the presence of the Inspection Agent, when the goods are accepted and allowed for shipment.
- viii) The supervision of loading /unloading shall be carried out by the Inspection Agent to ensure that only inspected and duly accepted goods are loaded.
- ix) Three samples shall be prepared (one for the Buyers, one for the Suppliers, and one to be kept under the custody of the Inspection Agent). All samples must be duly signed by the Suppliers/ultimate suppliers, representative of the Corporation (if available) and the PSIA.
- x) The Inspection Agent shall remain present at port during loading of the cargo on the vessel and will ensure that the cargo loaded on the vessel is approved cargo duly signed, sealed and stamped by them. In their inspection report the Inspection Agent shall also mention the commencement and completion date of loading, and also about the condition of loading of cargo/goods in the vessel.
- xi) The PSIA shall cover all the points mentioned in the tender terms & conditions.



- xii) If required, the PSIA will instruct supplier/exporter for provision of craft paper before commencement of loading and supplier shall be responsible to arrange the same as per PSIA's instruction.
- xiii) If required, PSIA shall witness/supervise the fumigation of holds of the vessels after completion of loading properly and issue the certificate. The fumigation material will be provided by supplier/exporter.
- xiv) PSIA will seal the holds of the vessel after loading and issue seal certificate, duly endorsed by the representative of Master of the vessel.

3) DISCHARGE PORT INSPECTION PROCEDURE:

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

4) INSPECTION OF VESSEL: -

- i) 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.
- ii) The PSIA should check the Ship certificates, voyage book, age, and condition of the vessel, prior to issuance of the Fitness Certificate.
- iii) 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.
- iv) 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.
- v) Examine the ship's certificates to ensure their validity, and the validity / expiry dates to be stated in the PSIA report (break bulk).
- vi) Check the Cargo Gear Book for examination and validity and also check the last port control report (break bulk).
- vii) 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).
- viii) All ballast tanks in way of the cargo holds to be tested, completely full, pressure tested by overflowing on deck (break bulk).
- ix) All bilges to be clean and dry and tested for their good working order (break bulk).



- x) 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).
 - xi) 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).
 - xii) Carrying out a draught survey to confirm the quantity loaded by shore figures.
 - xiii) PSIA shall ensure and certify that all cargo spaces, overhead beams, frames and brackets to be:
 - a) Free from remains of last cargoes,
 - b) Free from rust and loose scale
 - c) Free from infestation,
 - d) Dry, clean and free from odors,
 - e) Other certificates / confirmation as per requirement of import contract and as mentioned in this terms & conditions.
- 5) The vessel shall be allowed to sail after:-**
- i) Ensuring that cargo is as per specifications provided in the tender.
 - ii) Proper fumigation of cargo in each hold of the vessel with phosphene @ 3 gms of phosphene active ingredient per cubic meter volume, re-circulated and dust retained or as prescribed under law of country of origin.
 - iii) Proper airtight sealing of the covers of the holds/hatches of the vessel.
 - iv) Holds have been inspected and examined prior to commencement of loading of the cargo 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.

6) Payment:-

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

