



ٹریڈنگ کارپوریشن آف پاکستان (پرائیویٹ) لمیٹڈ

Trading Corporation of Pakistan (Pvt) Limited

Phones : (92-21) 99202947-49 (3 Lines)
Fax : (92-21) 99202722, 99202595
E-mail : tcp@tcp.gov.pk
Website : www.tcp.gov.pk

4th & 5th Floor,
Finance & Trade Centre,
Sharea Faisal,
Karachi-75530 Pakistan

No. POD/P.Q/CL&FWD/1/2015

Dated: 18-08-2015

**NOTICE FOR EXPRESSION OF INTEREST FOR PRE-QUALIFICATION AS
CLEARING & FORWARDING AGENTS ON TCP'S PANEL**

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites applications from reputable sole proprietorships/firms/companies having at least two years' experience in the field of clearing and forwarding of bulk, break bulk and containerized cargo of various commodities like sugar, urea, wheat, soybeans, etc., **for Pre-Qualification as Clearing and Forwarding Agent on TCP's panel.**

2. Pre-qualification documents containing detailed Terms and Conditions, Procedure For Submission Of Applications, Evaluation Criteria, Performance Guarantee etc. available for the interested bidders, which can be purchased from the following TCP's Offices against Cash Payment or Pay Order / Demand Draft of Rs. 2,000/- (Rupees Two Thousands Only) on all working days (Monday to Friday) from 09:00 a.m. to 05:00 p.m after publication of the E.O.I. notice:-

- Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);
- Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 1st & 2nd Floor, Ali Centre, 384-E, Saman Burg, Johar Town, Lahore (Cell No. 03455254718); and
- Deputy General Manager/Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 16th Floor, State Life Building No.5, Jinnah Avenue, Islamabad (Phone: 051-9222441-42, Fax: 051-9222443).

3. All the Clearing & Forwarding Agents, already pre-qualified with TCP, are also required to submit their applications afresh.

4. Interested parties having valid Custom Clearing Agent license, may submit applications in sealed envelopes, addressed to The Deputy General Manager/Incharge (POD), Trading Corporation of Pakistan (Pvt) Ltd., 4th & 5th Floor, Block B, Finance and Trade Centre, Sharea-e-Faisal, Karachi, through Courier or can deliver the same at R & I Section of TCP, located at 5th Floor, Block B, Finance and Trade Centre, Sharea-e-Faisal, Karachi, upto 04th September, 2015.

5. This advertisement along with pre-qualification documents, are also available at TCP's website (www.tcp.gov.pk) as well as PPRA's website (www.ppra.org.pk). Interested Parties would, however, require to enclose with the pre-qualification application, the prescribed fee of Rs. 2000 in the form of Pay Order / Demand Draft or Cash Receipt issued by TCP.

(Khizar Hayat)

Deputy General Manager/Incharge
Port Operation Division
Ph # 021-99207550
Fax # 021-99202723



PRE-QUALIFICATION DOCUMENT

CLEARING AND FORWARDING OF IMPORTED COMMODITIES FROM KARACHI PORT AND PORT BIN QASIM

GENERAL CONDITION:-

i. Trading Corporation of Pakistan (Pvt.) Ltd. (TCP) Karachi, a state owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites application from reputable sole proprietorships/firms/companies having two years' experience in the field of clearing and forwarding of bulk, break bulk and containerized cargo of various commodities like sugar, urea, wheat, soybeans, etc, for Pre-Qualification As Clearing And Forwarding Agent On TCP's Panel.

ii. ~~All the Clearing and Forwarding Agents, already pre-qualified with TCP, are also required to submit the applications afresh. However, till the finalization of process, the present pre-qualification will continue.~~

iii. TCP reserves the right to reject all the applications at any time prior to the acceptance.

2. ELIGIBILITY: -

i. Sole proprietorships/firms/companies, having valid clearing agency license (in their own name) and work experience of at least two years for clearing and forwarding of bulk, break bulk and containerized commodities like sugar, urea, wheat, soybeans, etc at Karachi Port and Port Bin Qasim, are eligible to apply for the pre-qualification process.

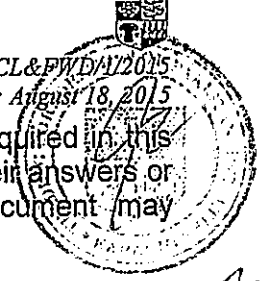
3. INELIGIBILITY: -

- i. The individuals / sole proprietorships/ firms/ companies who have defaulted with the TCP are not eligible to participate in Pre-qualification process. Further those who have not fulfilled their contractual obligations with TCP shall also not be eligible to participate in the process, unless they clear their dues along-with penalties or fulfill their contractual obligations with TCP, as the case may be, before the Pre-qualification process opening date.
- ii. The individuals / sole proprietorships firm(s)/ companies/applicant(s), who are involved directly or indirectly in the supply of IMPORTED COMMODITIES to TCP, as pre-qualified suppliers of IMPORTED COMMODITIES or as local agents, will be ineligible for participation in this Pre-qualification process.
- iii. Applications not complying with the pre-qualification instructions or conditional or without required documents etc. shall not be considered.

4. INSTRUCTIONS FOR THE APPLICANTS:

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

- b. Where necessary, please provide the required details on the letterhead of applicant.
- c. The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant. Any such corrections must be initialed by the person or persons who sign(s) the pre-qualification document, any kind of doubt will attract the rejection of application. 22
- d. The completed document shall be signed and stamped on each page by the authorized Proprietor / Partner / Director of the organization including the supporting documents. The Original authorization should be enclosed with the application.
- e. Applicant will meet all costs associated with preparation and submission of their applications.
- f. TCP will disqualify a Clearing Agent where it is determined that the Clearing Agent has engaged in corrupt or fraudulent activities in competing for the application in question, which may includes the following practices: -
- i. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the TCP/Government in the application process; and
 - ii. "**Fraudulent practice**" means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser/Employer, and includes collusive practices among Clearing Agent (prior to or after submission of pre-qualification request) designed to establish competition at artificial, non-competitive levels and to deprive the TCP/Government of the benefits of free and open competition.
- g. Any attempts by the applicant to influence TCP in the evaluation shall result in disqualification of their application.
- h. Applicant shall not contact TCP in any form, either in written or oral on the matter relating to the pre-qualification process till the time of submission to the official communication of the results.
- i. Application must be delivered in sealed envelope, addressed to **The Deputy General Manager/Incharge (POD)**, Trading Corporation of Pakistan (Pvt) Ltd., 4th & 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi, through courier or can be delivered at the R & I Section of TCP, located at 5th Floor , Block B, Finance and Trade Centre, Shahrah-e-Faisal, Karachi.
- j. All documents should be in English Language, otherwise, translated into English and verified by the appropriate agency/authority.
- k. Applications received after the date given in advertisement shall be considered for pre-qualification on quarterly basis i.e. December, March, June, and September.
- l. In order to simplify this process, applicant needs to provide certified / attested copies of all supporting documents for pre-qualification.



- m. Applicant must provide the documents, information and data, as required in this pre-qualification document. Applicant may also be asked to clarify their answers or provide more details. All the questions in pre-qualification document may specifically be answered. Write 'N/A' if the question does not apply.
- n. Please note that by responding to pre-qualification document, applicant accept that all answers provided in this pre-qualification document are legally binding and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further, TCP reserves the right without further recourse, to verify at its own cost the accuracy of any answers provided herein.
- o. The information provided in the pre-qualification document is strictly confidential and solely for use by TCP or any Competent Authority, as per applicable law and rules.
- p. Applicants may note that this pre-qualification process does not entail any contractual obligation on the part of TCP, and that TCP is not obliged to invite tenders/quotation from any or all who express interest by responding to this pre-qualification process.
- q. Provisional list will be announced within 30 days w.e.f. advertised date for submission of application and same shall be displayed on the TCP's website. The results may be announced in the shape of category of Clearing Agent in view of their merit, which will be considered in the light of Financial/Human Resources/Experience/Logistics position of the applicant.
- r. Any complaint/grievance against the provisional list can be communicated to the Director-I, TCP within three days w.e.f. issuance of provisional list for redressal. The complaint/grievance should be in proper manner and with proper references/proof/ supporting document. The complainant shall be ready to appear before the TCP's Management / Committee to explain the same at any time, if required. The complaint shall be disposed off within three days and final results will be announced and informed to the relevant applicant(s), if necessary.
- s. TCP's decision shall be final for pre-qualification of Clearing Agent, TCP reserve rights to accept/reject the request, if deemed appropriate, subject to approval by the Competent Authority of the Corporation.

5. **SUBMISSION OF DOCUMENTS FOR PRE-QUALIFICATION: -**

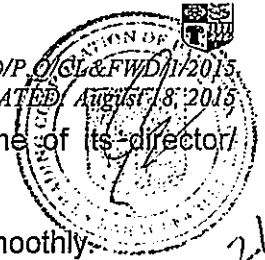
- a. Attested copies of the following documents be provided along with the applications:-
 - i. A valid license of Clearing Agent in the name of the applicants at Karachi Port and Port Bin Qasim.
 - ii. Income Tax Registration Certificate / NTN Certificate and Sales Tax Registration Certificate in the name of Applicant(s) or proprietor(s).
 - iii. Status of Ownership (Sole Proprietorship, partnership Firm and Article of Association and Memorandum of Association of Limited Company), along with profile with details of the constitution of his firm including names of Directors/Partners etc. Full details of the Directors along with their NIC, Residential Address, Telephone Numbers, recent photograph.

- iv. Detailed documents of handling of Bulk Cargoes in Pakistan showing experience of atleast two years.
- v. NTN Certificate.
- vi. Certificate from relevant authorities where applicable.
- vii. Sales Tax Registration Certificate.
- viii. Annual Income Tax Returns and receipt.
- ix. Original receipt of purchase of pre-qualification documents in the name of the applicant.

- b. A certificate from the Bank (original), showing the Applicant's credit worthiness for an amount of not less than rupees two million. The certificate should be dated, not earlier than 10 days prior to the opening of Pre-qualification process.
- c. Financial status report of the applicant about its financial standing and business integrity by the applicant's bank along with bank statement showing trade transactions of last six months.
- d. Name, Designation, CNIC number with CNIC copy, residential phone number, present residential address and passport sized photograph of authorized representative(s), with Cellular No. who will be available at port during operation round the clock.
- e. Resumes of Technical/Field Staff, along with their banking details, date of appointment, copy of CNIC, copy of service card, copy of Port Gate passes and **copy of Customs permit alongwith an undertaking by employer that the employees not involved in any criminal activity. Besides, an undertaking may also be sought by employer with regards to that they are fulfilling labour /human rights rules for their employees.**
- f. An Affidavit to the effect that the applicants have not been black listed by any Government department/autonomous body/TCP.
- g. Organo-gram.
- h. An undertaking to the effect that the applicant or their owner/ partner/ director/ employee/ worker have no link with the pre-qualified suppliers of IMPORTED COMMODITIES or their local agent.

6. Applicant should have the sufficient resources (including Human Resources, Equipment, Vehicles, Communication and logistics with documentary evidences) to carry out the job of Clearing Agent at discharge-port, which includes the following : -

- a. Atleast FOUR employees for field duty on permanent slot, which shall include the qualified / experienced Clearing Agent.
- b. Landline telephone lines in the office premises in the name of applicant.
- c. Atleast a four wheel vehicle and three motorcycles for operation purpose, vehicles



should be registered in the name of applicant or in the name of its director/
partner/ proprietor.

- d. Other operational and logistics resources to operate business smoothly.
 - e. Resumes of Technical/Field Staff, along with their banking details, date of appointment, copy of CNIC, copy of service card and copy of Port Gate passes.
7. TCP reserve rights to demand/call any other information for the sake of documents /information, and other matter relates to the service of employees.
8. In case of expiry of any paper(s)/document(s)/information, the same shall be provided within one week after its expiry, failing which, the successful Clearing Agent can be suspended/disqualified, without any notice.
9. The applicants should have registered offices. TCP may verify the capability to deliver the said services and physical existence of the applicant premises, from which the applicant conducts business. TCP will have the right to inspect the business premises of the applicant at any time, even after pre-qualification and to see the available resources, if deemed appropriate.
10. Clearing Agent, who qualifies according to the selection criteria, will be invited to submit their offered/ rates/quotation in PAK Rupees / PMT for providing of clearing & forwarding services as and when required.

11. **EVALUATION CRITERIA:**

- a. Pre-qualification will be based on meeting the minimum criteria regarding the applicant's legal status, general and particular work experience, personnel and financial position etc., as indicated through the responses in the prequalification document.
- b. TCP will examine the documents to determine the completeness, general orderliness and sufficiency of response.
- c. Failure to complete the requirements, as specified in the pre-qualification document and/or to any further questions or additional information for clarification, will result in the Clearing Agent's elimination from further consideration.
- d. TCP will have the right to examine all documents relating to the performance of such services or supply of such goods to determine capability.

12. **ALLOCATION OF WORK TO CLEARING AGENT: -**

- a. TCP shall assign the work to the pre-qualified Clearing Agent in accordance with Public Procurement Rules, 2004, by calling quotations / tenders on vessel wise basis.
- b. TCP on its discretion can issue invitation to obtain services from non pre-qualified Clearing Agent, following appropriate procedure for the specific work, to encourage healthy competition. In this situation, the pre-qualified Clearing Agent may be exempted from Technical Evaluation process.

13. **SECURITY DEPOSIT (REFUNDABLE):-**

- a. The applicants short listed for pre-qualifications will be required to furnish Security Deposit of Rs. **300,000/- (Rupees three hundred thousands only)**, in the form of Demand Draft or Pay Order in Pak Rupees in favor of Trading Corporation of Pakistan (Pvt.) Limited.

- DATE: AUGUST 10, 2015
[Signature]
- b. The Security Deposited shall be furnished within 07 working days from the date of issuance of TCP's consent letter.

14. **RECOVERY OF LOSSES: -**

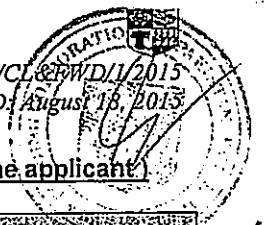
- a. In case of fault / negligence / conflict of interest found on the part of Clearing Agent, TCP can recover losses from Clearing Agent by en-cashing/forfeiture of Security Deposit in addition to lodging claims to recover the losses. 216
- b. Besides recovery, TCP reserve the right to suspend/delist/blacklist the Clearing Agent.

15. **SIGNING OF AGREEMENT/ PERFORMANCE GUARANTEE:**

- a. In case of award of tender, the Clearing Agent will be required to submit **10% Performance Guarantee of the value of the contract** (in addition to the Security Deposit, already submitted, for pre-qualification purpose), sign the agreement with TCP and also submit the Integrity Pact **within three days of issuance of award letter**, where applicable. The format of Integrity Pact is attached as **Annexure-I** and the format of agreement is attached as **Annexure-III**.
- b. The Clearing Agent shall be responsible to complete all documents, as notified from time to time.
- c. Pre-qualification document, invitation of bids and integrity pact shall be the integral part of the Agreement / contract.

16. **VALIDITY PERIOD**

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



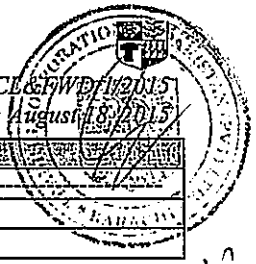
17. **PRE QUALIFICATION PERFORMA /CORPORATE INFORMATION (to be filled by the applicant)**

No.	PARTICULARS
1	Full name of organization:
2	Type of Organization: i) Sole proprietorship ii) Firm iii) Company iv) Any other -----
3	Name of shareholders, along with their CNIC No, and Number of shares. ----- ----- -----
4	Full address of Principal and / or Registered office, along with Official telephone Number: ----- ----- -----
5	Other Official Telephone numbers, if any,
6	Fax number:
7	E -mail address:
8	Website address (if any):
9	Registration in FBR. (Kindly provide a copy of the NTN Certificate)
10	GST Registration number: (Kindly provide a copy of the GST Certificate)
11	Associated Companies, if operated/hold by the Common Director(s) / owner(s) /Partners/ Management(s) / Operator(s). Please provide full details. ----- ----- ----- -----
12	Please provide a copy of the most recent annual Report and Income Tax return together with a filing receipt.
13	Contact person within the organization to whom enquiries about this pre-qualification document should be directed: i. Name:----- ii. CNIC No.: ----- iii. POSITION/ DESIGNATION ----- ----- iv. Official Telephone Number----- v. Cellular Telephone Number----- vi. Residential Telephone Number----- vii. Fax Number----- viii. E-Mail----- ix. Residential Address----- (please enclosed the authorization letter)

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18. **FINANCIAL INFORMATION**

No.	PARTICULARS
1	What is the name and branch of applicant's banker (who could provide a reference)? Name: ----- Branch: ----- Telephone Number: ----- Postal Address: ----- Contact Person Name: ----- Contact Person's Position: -----



No.	PARTICULARS
	Contact Person's E-mail: _____
2	What is applicant's Credit Facility from Bank(s)?
3	Please provide the approved / attested balance sheet of last year

19. **Business Activities/Capacities: -**

Please provide the details of Traders / Importers / Exporters / Organizations / Banks / Insurance Companies, to whom the applicant is working as 'Pre-qualified' or utilizing the services of applicant frequently as Clearing Agent.

20. **Trade References: -**

Please provide details in the tabulated form of at least three (03) projects (other than TCP's Projects), undertake by the applicant during last two years.

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

21. **DECLARATION:**

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

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



POD/P.O/CL&FWD/11/2015
DATED: August 18, 2015

ANNEXURE - I

[Handwritten signature]

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, Shahrah-e-Faisal, Karachi (hereinafter referred to as the "TCP") has accepted our request for pre-qualification of Clearing Agent to be made by M/s. [The Clearing Agent] (hereinafter referred to as the "Clearing Agent") on the terms and conditions governing the contract in respect of pre-qualification of Clearing Agent.

2- AND whereas the Clearing Agent has requested us to issue a Guarantee for an amount of Rs. 300,000/- (Rupees Three Hundred Thousand Only)

3. NOW, therefore, in consideration aforesaid, we the _____ Bank Limited, hereby undertake and guarantee due performance of the contract by the Clearing Agent in all respects and we unconditionally and absolutely bind ourselves to the following: -

- i. To make payment at once of Rs. 300,000/- (Rupees Three Hundred Thousand Only) to the TCP, or as directed by the TCP on the date of receipt of demand in writing without any question whatsoever and without oral or written reference the Clearing Agent.
- ii. To keep this guarantee valid for a period of one and half year w.e.f. date of issuance of this Bank Guarantee i.e. _____.
- iii. To extend this guarantee for such further period or periods as may be required by the TCP at its sole discretion, before the expiry of the validity date.

4. We understand that this guarantee is unconditional and that the sole judge for deciding whether or not the Clearing Agent has performed the contract and fulfilled the terms and conditions of the contract, will be the TCP including claims by TCP.

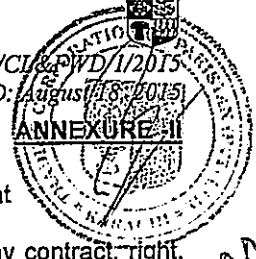
5. We further understand that any grant of time or indulgence to the Clearing Agent without reference to us shall not in any manner absolve us from liability to make payment to the TCP as stipulated under this Guarantee.

6. Our commitment under this unconditional guarantee is limited to an amount of Rs. 300,000/- (Rupees Three Hundred Thousand Only) and valid upto _____.

SIGNED: _____

DATED: _____

PLACE: _____
(A first class scheduled Bank of Pakistan)



INTEGRITY PACT

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

[The Clearing Agent] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [The Clearing Agent] 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 [The Clearing Agent] 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.

DRAFT AGREEMENT

1. This Contact / Agreement is made at Karachi on -----, between M/s. Trading Corporation of Pakistan (Pvt.) Ltd., 4th and 5th Floor, Block - B, Finance & Trade Center, Sharah-e-Faisal, Karachi (hereinafter referred to as 'TCP' which expression shall include its successors and assigns of the one part) and M/s. ----- (hereinafter referred to as 'Clearing & Forwarding Agent' and/or 'Clearing Agent' which expression shall include their legal representative and assign of the other part) for clearance of ----- MT of imported Urea, arriving per MV ----- at ----- Port, including documentation and other allied services, as required by the clearing agent for clearance of imported goods, clearance for supply of packing material for entry into the port premises, alongwith all other allied services, etc. Terms are detailed below:-

2. Whereas the 'TCP' has accepted the offer of the 'Clearing Agent' for clearance of ----- MT of imported Urea, arriving per MV ----- at ----- Port, including documentation and other allied services, as required by the clearing agent for clearance of imported goods, clearance for supply of packing material for entry into the port premises, alongwith all other allied services on the following rates (The rates are quoted on the basis net metric tons all inclusive i.e. overtime and all other expenses of any other kind whatsoever)

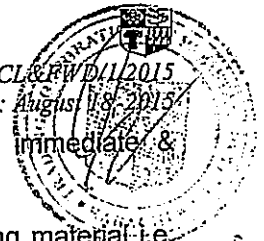
IMPORT OF CARGO THROUGH BULK CONSIGNMENT(S)	
JOB DESCRIPTION	RATES PMT NET IN PKR FOR WORK AT PORT
All the functions as mentioned in this agreement, as well as all the other functions, as required for clearance of imported consignment from all the concerned agencies, like Custom, Port Authorities, Terminal Operator, Quarantine, including clearance for supply of packing material for entry into the port premises, entry of trucks for dispatches of imported urea and other allied services, which are required for clearance of imported consignment and its smooth dispatches from the port premises, whatsoever.	Rs. ----- PMT (Pak Rupees ----- inclusive of all taxes) Rates are inclusive of all taxes on the services provided by the Clearing Agent.

3. COMMODITY:

- i. A quantity of about ----- MT of Urea in bulk, either Granular or Prilled, is being imported through vessel MV -----.
- ii. Imported Urea to be filled in Polypropylene bags ('PP bags')
- iii. Polypropylene bags ('PP bags') to be supplied from local market NFML for filling of imported urea.

4. JOB DESCRIPTION:

- i. Upon receipt of ETA notices from TCP for arrival of specific vessel, the Clearing & Forwarding Agent required to coordinate with the concerned Shipping Agent, Stevedore,



Surveyors, ultimate received (NFML) and other relevant agencies for immediate & smooth clearance of imported urea.

- ii.** Clearing & Forwarding Agent shall coordinate arrange entrance of packing material i.e. Polypropylene bags ('PP bags') for filling of imported urea.
- iii.** Clearing & Forwarding Agent shall be responsible to obtain the details of Import General Manifest (IGM) from Shipping Agent, for clearance purpose. In case of delay in receipt of IGM, Clearing & Forwarding Agent inform this delay to Deputy General Manager/Incharge (POD) in writing as well as over telephone.
- iv.** Clearing & Forwarding Agent shall be responsible to collect relevant documents from TCP and submit the calculation sheet alongwith copies of relevant rules, orders SROs and other instructions with the request for Pay Orders in favour of relevant agencies.
- v.** Clearing & Forwarding Agent shall depute a representative in TCP, while processing the pay order requisition, so as in case of any confusion / interpretation of SRO, he may brief the same to relevant officials. Representative should have sufficient experience to deal with the clearing jobs and must have the relevant information about prevailing rules and procedure.
- vi.** Upon receipt of original pay order for payment of duties and taxes from TCP, Clearing & Forwarding Agent shall deposit the same to relevant agencies against proper receipt and arrange clearing of imported consignment well before commencement of its discharge.
- vii.** Clearing & Forwarding Agent shall arrange all clearing & forwarding formalities, clearance of cargo / consignment by Customs and Port Authorities. If required, arrange the Plant Protection (Quarantine) inspection for clearance of the cargo. Including obtain the delivery order from Shipping Agency.
- viii.** Clearing & Forwarding Agent shall arrange wharfage & weightment formalities.
- ix.** Clearing & Forwarding Agent shall fulfill the formalities of payment of demurrage charges.
- x.** Clearing & Forwarding Agent shall arrange entrance of trucks for despatch of imported urea from seaports.
- xi.** Clearing & Forwarding Agent shall depute representative at loading and despatch points at seaports to monitor dispatches of the urea.
- xii.** Clearing & Forwarding Agent shall keep party-wise / truck-wise / date-wise account of dispatches of urea.
- xiii.** In case of excess urea declared at any stage, Clearing & Forwarding Agent shall arrange its clearance. In this case, Clearing & Forwarding Agent will submit the requisition for pay order for duties and taxes to TCP within 24 hours upon declaration of excess urea.
- xiv.** Clearing & Forwarding Agent shall arrange clearance for removal balance packing material, if required during or after completion of discharge.
- xv.** Clearing & Forwarding Agent shall submit daily discharge and despatch report in writing through fax on 021-99202722 and through email on emraan500@gmail.com and khizarprotcp@yahoo.com by 09:00am
- xvi.** Clearing & Forwarding Agent shall also arrange any other formality and operation, if required to handle the operation smoothly.
- xvii.** Clearing & Forwarding Agent shall obey any other instructions / directives if given in writing by the Deputy General Manager/Incharge (POD), TCP.

- xviii. Clearing Agent shall arrange the removal balance packing material, if required during or after completion of discharge.
- xix. Clearing Agent also arrange any other formality and operation, if required to handle the operation smoothly.

5. GENERAL CONDITION:

- i. All the duties, taxes fees and other levies of Federal/Provincial Government of Local Bodies or any other Government agency on the cargo shall be paid by the TCP in advance. Any payment if made by the Clearing & Forwarding Agent shall not be reimbursed under any circumstances.
- ii. All the duties, taxes, fees and other levies of Federal/Provincial Government or Local Bodies or any other Government agency, on the services, will be borne and paid by the Clearing & Forwarding Agent. Any claim in this respect shall not be entertained by TCP.
- iii. Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of Clearing & Forwarding Agent and such claim shall not be entertained by TCP.
- iv. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Clearing & Forwarding Agent for operation/ performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Clearing & Forwarding Agent. TCP shall, in no way, be responsible for any compensation in this connection and in respect of any third party claim.
- v. The Invitation for Bids ('IFB'), tender document alongwith its terms & conditions, bid / offer submitted by the Clearing & Forwarding Agent against the tender and any other correspondence, before award of the tender shall be treated as an integral part of this agreement.
- vi. All the information / document provided by the Clearing & Forwarding Agent are legally binding and should the need arise, may be used as evidence in any court of law, which has the jurisdiction.

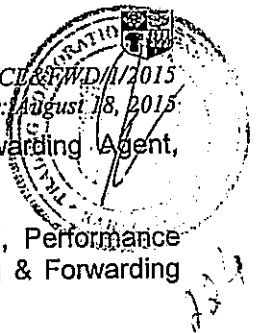
6. CANCELLATION OF CONTRACT:

The Contract may be cancelled by the TCP for breach of any provision(s) of the agreement by the Clearing & Forwarding Agent, besides imposing the penalty as deemed appropriate by the Competent Authority.

7. PENALTY:

The clearing agent shall be held responsible for all losses/consequences suffered by TCP , in case of: -

- i. Delay in submission of pay order requisition.
- ii. Submission of defected pay order requisition.
- iii. Delay in clearance of imported urea.
- iv. Delay in entrance of packing material in the port.
- v. Delay in release of loaded trucks from port.



- vi. TCP reserve rights to recover its losses from bill of Clearing & Forwarding Agent, Performance Guarantee and Security Deposit.
- vii. In case of losses suffered by TCP are more than the amount of bill, Performance Guarantee and Security Deposit, TCP may lodge claim against Clearing & Forwarding Agent for recovery of Balance amount.
- viii. Besides penalty, TCP can take any appropriate action, which may include the Suspension/Blacklisting of the firm in accordance Corporations policy.

8. ARBITRATION:

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

9. PAYMENT:

- a. Invoice for 100% of bill as per agreed rate.
- b. Acknowledgement of Wharfage in original along with its copy.
- c. Income Tax Challan in original along with its copy.
- d. Excise & Taxation in original along with its copy.
- e. Goods Deceleration in original along with its copy.
- f. Delivery Order in original along with its copy.
- g. Despatch Summary (in the shape of statement on letterhead).
- h. Copy of Bills of Lading.
- i. Copy of Commercial Invoice.
- j. Copy of National Tax Certificate.
- k. Copy of Profession Tax.
- l. Copy of signed agreement.
- m. Copy of allocation letter for specific vessel.
- n. Copy of Pay Order (issued by TCP for release of cargo).
- o. Copy of despatch report for the cargo dispatched till date.
- p. Any other document(s) if required by TCP.

<i>Signature</i>	<i>Signature</i>
Clearing Agent	TCP