

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED
04TH & 05TH FLOOR, BLOCK – B, FINANCE & TRADE CENTRE,
SHAHRAH-E-FAISAL, KARACHI

No. TCP/Cot/69-1/2021-22

1st October, 2021

TERMS & CONDITIONS
FOR HIRING THE SERVICES OF COTTON PROCUREMENT AGENTS FIRM/COMPANY

1. INVITATION FOR BIDS:

- a. Trading Corporation of Pakistan invites bids for hiring the services of Cotton Procurement Agents having eight (08) years of experience and must be registered with Income Tax and Sales Tax authorities and should be active in FBR list at the time of award and during the contract period to assist TCP's Cotton Procurement Centers for purchase / procurement of Cotton Bales from Ginning Factories. Assistance will includes, conduct survey of the Cotton Crop / field, inspection of ginning factories, supervision of ginning if required, provision of necessary assistance to the relevant ginning factories to prepare required quality of lint cotton, arrange sampling of the lint cotton, weighment as per procedure given by TCP, which may 100% weighment and/or 10% katla weighment, determination of moisture, evaluation of cotton samples to ascertain quality of Cotton, and other relevant assistance, facilities, services, whatsoever which are required for procurement of lint cotton, whether mention in the tender terms or not.
- b. Cotton Procurement Agents firm/company shall ensure the purchasing of required quality of lint cotton, in accordance with the relevant sale/purchase contract.

2. QUANTITY:

TCP intends to procure 200,000 (two hundred thousand) cotton bales, which will be purchased through TCP's cotton procurement centers, therefore, successful bidder may be awarded quantity from a few to few lack bales. There is no commitment or guarantee about the total numbers of bales to be offered to the Cotton Procurement Agents firm/company for handling during the currency of the contract. The quantity awarded shall be made upon sole discretion of TCP.

3. BASIS OF OFFERS/ PRICE:

- a. The price shall be quoted in Pak Rupees per ONE HUNDRED BALES and to be quoted on the bid Form as per Annexure-I.
- b. Price should be included all the expenditure, including provision of machinery/equipment's, direct and indirect taxes, and all kind of other expenditures, whatsoever;
- c. Any claim beyond the offered price shall not be entertained by TCP.

4. SUBMISSION OF BIDS:

- a. Interested Cotton Procurement Agents firms/companies may submit their bids in sealed envelopes to be dropped in the Tender Box placed at Reception Counter of TCP at 4th Floor, Block "B", Finance & Trade Centre, Shara-e-Faisal, and Karachi on Friday, 15th October, 2021 latest 11:00 am. The Bids received through fax, cable, courier or any other means except as

prescribed above shall not be considered. The bids received will be opened at 11:30 am on the same day (thirty minutes after deadline for submission of bid) in the TCP Board Room in presence of bidders or their authorized representatives who may wish to be present.

- b. Cotton Procurement Agents firm/company is required to quote separate rate for maximum two regions. Presently seven regions are established in Punjab and four regions are established in Sindh. Nearest ginning factories have been assigned to the territory of CPC, however, TCP reserve rights to remove any ginning factory from the existing procurement center, if a new CPC is established or the CPC merged with other CPC.
- c. Bidder may obtain the details of relevant ginning factory from the following offices of TCP, contact details are given below: -
- (i) Deputy General Manager – Incharge (LCP&QAD), TCP, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, (Phone: 021-99202726).
 - (ii) General Manager, Regional Office Lahore, 2nd Floor, LDA Plaza, Egerton Road, Lahore, (Phone: 042-99206065-7).
 - (iii) Deputy Manager Incharge, Sub-Regional Office Multan, Plot No.26-30, Industrial Estate, Multan. Tel: 061-6539195; Fax: 061-6539196.
 - (iv) Incharge, Regional Office Islamabad, Evacuee Trust Complex, 5th Floor, Sir Agha Khan Road, F-5/1, Islamabad. (Phone: 051-9222441-42).
- d. All bids must be submitted on the prescribed proforma given at Annexure-I.

Interested parties/firms are required to submit their Bid accompanied with the following document/information:

- i) Details of at least eight (8) years of experience along with certificate(s)/proof (s);
- ii) Detail of Contracts being performed, if any;
- iii) Copy of CNIC of owner/proprietor;
- iv) Copy of NTN;
- v) Copy of Sales Tax and Income Tax Registration Certificate;
- vi) Copy of registration book of vehicle in the name of bidder/firm;
- vii) Curriculum Vitae (CV) of qualified Classer appointed by the bidder including copies of testimonials;
- viii) Complete address for correspondence, including landline/mobile number;
- ix) Pay order of Rs. 500,000/- (Earnest Money/Bid Money) in favor of TCP;
- x) Original receipt in respect of tender document charges;
- xi) Undertaking on stamp paper that bidder is not blacklisted/defaulted with any Government/Semi Government organization;
- xii) Successful bidder will sign/stamp each page of the tender documents as acceptance of terms & condition;
- xiii) Any other relevant details.

Note: All the above information/documents are mandatory for submission of bids. Any condition with offer/bid shall attract/declare bid as non-responsive.

5. VALIDITY OF OFFER:

Offers/bids should be valid up to 21st October, 2021.

6. **BID EVALUATION CRITERIA:**

- a. Bids will be evaluated solely on basis of price/rate subject to their conformity with terms & conditions of the bid/tender document.
- b. Any condition, alteration, overwriting etc., will attract declaration of offer as non-responsive/ineligible.

7. **ELIGIBILITY:**

- a. The Cotton Procurement Agents firm/company having minimum eight (08) years of relevant experience for handling of cotton bales. Experience certificate shall be attached with the bid form;
- b. The Cotton Procurement Agents firm/company must have the adequate human resources including qualified Cotton Classifier.
- c. The Cotton Procurement Agents firm/company must have the latest grade box issued by PCSI;
- d. The Procurement Agents firm/company must fulfill all the requirement of this tender terms & conditions

8. **INELIGIBILITY:**

- a. If the Cotton Procurement Agents firm/company is declared as blacklisted/defaulters by any government organization shall not be eligible to participate in the tender;
- b. If the Cotton Procurement Agents firm/company was terminated by TCP as well as defunct CEC / CECP / CTC / RECP or any other organization due to non-satisfactory performance shall not be eligible to participate in the tender;

9. **ACCEPTANCE OF BID / AWARD OF WORK:**

- a. The bid found to be the lowest evaluated bid shall be accepted.
- b. Letter(s) of Acceptance will be issued by fax as well as by courier to the successful Bidder(s) within the validity of offer.

10. **PERFORMANCE GUARANTEE:**

- a. Successful bidder is required to submit pay order/demand draft of Rs. 1,500,000/- in favor of TCP as performance guarantee within five working days w.e.f., date of acceptance of offer. Failing which the bid security shall be forfeited.
- b. Bid Security will be refunded after receipt of performance guarantee. Bid money/Security of unsuccessful bidders shall be refunded within fifteen (15) days of award.
- c. Performance Guarantee will be refunded after satisfactory performance of the Cotton Procurement Agents firm/company in all respect, after completion of entire work/cotton operation. No claim shall lie against TCP in respect of interest on Performance Guarantee regardless of the time of its refund.

- d. Performance Guarantee will be forfeited, if Cotton Procurement Agents firm/company commits any breach of contract or fails to fulfill any term(s) or condition(s) of the tender document / agreement or if firms/company fails to provide the services as per requirement of cotton operation.

11. DOCUMENTS CONSTITUTING CONTRACT:

Successful Cotton Procurement Agents firm/company is required to sign agreement within seven (7) working days of the acceptance of offer. Failing which the bid security / Performance Guarantee will be forfeited.

12. JOB DESCRIPTION:

- a. The Agents/firms will operate only in areas/stations that would be allotted to them and they will not handle cotton purchase for any other party except TCP at the stations allotted to them.
- b. The Cotton Procurement Agents firm/company will undertake survey of all ginning factories in the area allocated to them by TCP and will submit a weekly report to TCP's In charge procurement center as well as to General Manager/Incharge (LCP&QAD), Head Office Karachi, giving the following information: -
- (1) Total Phutti arrivals (in bales).
 - (2) Total ginned (in bales).
 - (3) Sold to textile mills/private exporters (In bales).
 - (4) Quantity contracted by TCP.
 - (5) Quantity delivered to TCP.
 - (6) Un-ginned stocks.
 - (7) Quality of stocks/in term of PCSI Grade Boxes.
- c. The firm/company will facilitate preparation and signing of the Contract between the In-charge procurement center, TCP as buyer, and authorized representative of seller.
- d. It will be the responsibility of the Agents/firm to have all the terms and conditions of TCP Purchase Contract fulfilled by the sellers.
- e. The Cotton Procurement Agents firm/company will pay due attention, at the ginning factories for cleaning, drying and proper spreading of seed cotton as well as timely cleaning and suitable adjustment of the ginning machines in order to secure production of consistently high-quality lint.
- f. After the Contract is signed, sample weighing about 1-1/2 kgs. per bale from 3 bales shall be drawn per lot of 100 bales or less. For sampling, the lot of 100 bales shall be divided proportionately into three parts, from bale Nos. 1-33 one portion, bale Nos. 34-66 second portion and bale Nos. 67-100 third portion and one sample drawn from each portion. The agents/firm should be very careful in drawing the correct samples as per above procedure.
- g. Before drawing samples, the Agents/firm will ensure that the bales do not contain moisture exceeding 8.5%. In case moisture level is higher than 8.5%, katla weighment will not be conducted and In-charge procurement center will be immediately notified.
- h. Marking on bales should be with legible black indelible ink and each bale must bear marks for station, press number, season, variety, factory lot number and bale running number. The grade and staple length on each bale should also be marked by ginners. The press serial number and

the lot numbers should be progressively marked irrespective of the number of lessees in a factory.

- i. The Agents/firm will collect from the concerned Incharge procurement center, the list of TCP lot numbers allocated to each factory and will ensure that the marking of TCP lot numbers on bales is properly carried out so that no duplication in lot numbers may occurs.
- j. Sampled bales shall invariably be stamped as "Sampled" with red indelible ink. Sampled bales shall be repressed immediately in the presence of Cotton Procurement Agents firm or authorized representative. If press is not operating, the sampled bales must be covered with wrapping and stitched properly before the Procurement Agent leaves the factory so that cotton does not pour out and may not be wasted.
- k. Once the samples have been drawn, the Agents/firm will prepare the Sample Drawing Slip indicating the following: -
 - (1) Factory's and Seller's name.
 - (2) Station.
 - (3) Factory lot number.
 - (4) Sample bale number
 - (5) Crop year.
- l. The Sample Drawing Slips shall be duly signed and stamped by the Agent/firm, clearly indicating the name and status of the signatory.
The Agent/firm will evaluate the cotton on the basis of the lowest of the three samples and will arrange for its micronaire test. After preparation of the Evaluation Report, the Agent/firm will immediately send half the quantity of each sample, along with the Evaluation Report signed and stamped, and the duplicate copy of the Sample Drawing Slip to the respective TCP In charge procurement center in a wrapper, properly sealed.
- m. The Agent/firm will in due course deposit the remaining half of the samples with Zonal Office along with a statement in the following form, failing which cost of samples will be recovered from the Agent/firm. A proper record of all samples should also be maintained by the Agent/firm.

BALES PURCHASED	WEIGHT OF SAMPLE DRAWN	SAMPLES SENT TO PROCUREMENT CENTRE AFTER EVALUATION	SAMPLES NOW BEING DEPOSITED WITH PROCUREMENT CENTRE.

- n. The cotton Evaluation Report in the prescribed form will be jointly prepared, signed and stamped by the Agents/firm and TCP designated cotton Classer, which will be countersigned by Incharge Procurement Centre. The distribution of Evaluation Report will be as follows: -

Original	-	To In charge procurement center immediately after evaluation;
Duplicate	-	With advance payment bill.
Triplicate	-	Agent's/Firm copy.

The Evaluation Report will be serially machine numbered.

In addition, the Agent/firm will issue a certificate after entire satisfaction for quality, quantity as follows: -

"CERTIFIED THAT Factory Lot No. _____ TCP Lot No. _____ of season 2021-2022 from _____ (Name of factory) is not lower in quality and staple than the lowest sample bale No. _____ drawn from this lot".

The Agent/firm will not be authorized to negotiate the price of cotton.

Evaluation of cotton shall be strictly according to the Government policy and will be based on the "latest PCSI Grade Boxes".

The Agent/firm will maintain the record of evaluation, party-wise and contract-wise mentioning serial number of evaluation slip as per instructions of the procurement center and shall also maintain the register named, "Purchase, Dispatch and Stock Register" (Seller-wise) specimen of which will be supplied by procurement center.

After the evaluation made by the Agents/firm has been countersigned by the Incharge procurement center concerned and a copy thereof received by the Agent, only then will the Agents conduct 10% weighment at random (katla) at Seller's factory in the presence of the Seller's representative. All weighment expenses shall be borne by the Seller. At the time of 10% katla weighment, the Agent will put TCP lot number on every bale of the lot. The Seller's Press Weight Notes should not be referred to at the time of weighment and the Agent will prepare his own katla weight report of the lot. The Agent will get his katla weight report countersigned by the Seller under stamp.

If the weather is cloudy, there would be no weighment. The weighment will be stopped immediately if there is sudden rain. If there was a rain earlier, the weighment will be done only after the bales have properly dried-up.

The three sampled bales of the lot should be produced by the Seller and 10% katla weighment of lot should be done after proper hooking of each bale to ensure that the quality of the bales is not lower than the LOWEST of the three sampled bales. If any of the bale is found to be lower than the lowest of the three bales sampled, or the Agents/firm feels that some substitution has taken place, he should not conduct katla weighment without bringing the fact to the notice of the Incharge Procurement Centre in writing and seeking his written advice.

The bale weight should be 170 kgs with variation not exceeding $(-/+)$ 3% and weight of one lot of 100 bales is 17,000 kgs.

The Agent/firm will ensure that new steel hoops / bale ties and new hessian of required thickness as mentioned in the contract have been used for covering the bales from all six sides. The Agent will point out the following in the Delivery Certificate: -

- (a) Whether the bales are covered from all six sides.
- (b) Weather hoops/bale ties are of required specifications.
- (c) Whether hessian is new with required specifications.
- (d) Whether bale marking is legible. (If the marking is not legible, the Agent must get the marking re-done).
- (e) Whether lots have been stacked on pucca platform on bricks or not?
- (f) How many bales are burst?

The Agent/firm will ascertain the actual tare of the lot by weighing the hoops/bale ties and hessian used on the bales of a lot. If difference in tare is found, the difference will be clearly mentioned on the katla Weight Report.

The Agent will obtain a "Dispatch Order" signed and stamped by the Incharge Procurement Centre, which he will submit to the Seller for dispatches.

The Incharge Procurement Centre will intimate the agent/seller about TCP's approved truck rates.

The Agent will help Seller in preparing bills. The following documents are required in duplicate: -

- (a) Document Check List (specimen to be obtained from Incharge Procurement Center).
- (b) Bill for advance payment (specimen to be obtained from Incharge Procurement Centre).
- (c) Copy of Cotton Purchase Contract.
- (d) Delivery Certificate from Agent (specimen to be obtained from Incharge Procurement Centre).
- (e) Truck receipt (bilty)/Godown receipt.
- (f) Dispatch order issued by Incharge Procurement Center containing contract No, date of contract and price. The dispatch order should be jointly signed/stamped by the Incharge Cotton Procurement Center and Cotton Procurement Agent.
- (g) Copy of dispatch order should also be sent along with truck.
- (h) Letter of Disclaimer to be issued by the ginner (specimen to be obtained from Incharge Procurement Centre).
- (i) Copy of 10% Katla weighment report duly verified by seller in duplicate.
- (j) Gate pass issued by ginner in the name of TCP should be serially numbered and should indicate the quantity of Cotton bales along with Sales Tax Registration Number, Bilty No., and Date & Registration No. of the vehicle on which lint cotton is transported to TCP warehouse.
- (k) Evaluation Report jointly prepared by TCP's Classifier and Procurement Agent and countersigned by the ginner and concerned Procurement Agent.
- (l) The Agent/firm will authenticate the bills after all formalities regarding sampling, evaluation, 10% katla weighment, as listed above have been carried out to the satisfaction of TCP Incharge Procurement Centre. The bill will however, be submitted directly by the Seller to the TCP's Procurement Centre.

In order to perform procurement operation effectively, the agent/firm will provide a full-time transport to TCP Procurement Centre with a driver.

The Agent/firm will ensure that after completion of all formalities i.e., sampling and 10% weighment at random (katla) of cotton and the bank documents, the lots are dispatched to TCP storage points after issuance of Dispatch Order by TCP's Incharge Procurement Centre. The freight charges and transit insurance (fire-theft) charges from factory to TCP storage points will be paid by the seller. However, the freight charges will be reimbursed by TCP as determined by it.

The Adhóc payment 60 % of above lot will be released after confirmation of arrival of lot at TCP storage point and its final evaluation.

Balance payment will be made within a period of 30 days after proper checking of quality and 100% weight by TCP and ascertainment of tare of the lot by weighment of hoops/ties and hessian for one bale.

The Procurement Agent will ensure that all cotton procured by them will be free from foreign matter, damage, stains, admixture of old or inferior crop of any description.

The Procurement Agent will ensure that ginner must spread the Phutti on THALLAS (platforms) for Dandari/Khalari under the sun before the ginning process and all types of non-lint content (NLC) specially contaminants i.e., Jute, hessian twine, polypropylene, polythene, human/animal hair, poultry feathers, cloth and yellow stain and other admixture should be picked from seed cotton during the ginning process for production of contamination-free cotton.

The Cotton Procurement Agent firm/company will ensure that ginner (ginning factory) must maintain a lot-wise list of cotton growers with quantity of Phutti supplied for each lot of cotton ginned.

The Cotton Procurement Agents firm/company will ensure fulfillment of all terms and conditions contained in the Cotton Purchase Contract by the sellers (copy of Cotton Purchase Contract to be obtained from TCP's Incharge Cotton Procurement Centers).

The Cotton Procurement Agents firm/company will intimate to the In-charge CPC about quality, quantity and/or any other material issue, if noticed at any stage. All the important correspondence between CPC Incharge and Cotton Procurement Agent shall be made in writing against proper receipt / acknowledgement. All the correspondence made with Incharge CPC should be under intimation to General Manager/Incharge (LCP&QAD), Executive Director (Finance) and Staff Officer to Chairman TCP through fax and followed by Courier.

13. PENALTY:

- i) The Cotton Procurement Agents firm/company shall be responsible for all direct and indirect losses/consequences suffered by TCP in case of:
- ii) Any loss sustained by TCP due to procurement of low-quality cotton bales, on the basis of report of Cotton Procurement Agent;
- iii) Delay in performance of assigned duties, responsibilities, job, functions, etc;
- iv) Any loss sustained by TCP due to fault of Cotton Procurement Agent;
- v) Any demurrage / detention charges of truck incurred on TCP due to failure of Cotton Procurement Agent will be borne by the Procurement Agent's firm/company;
- vi) TCP reserves the right to recover the losses from bill(s) amount and performance guarantee. In case of losses suffered by TCP are more than amount of Bill(s) / performance guarantee, TCP reserve to recover its losses from the Procurement Agent's firm/company. Besides penalty, any appropriate action can be initiated against firm/company, which may include blacklisting and/or suspension of the award and for future work.

14. GENERAL CONDITIONS:

- i) Any claims of injuries, loss or limb of life to labor and other workers engaged / employed by the firm/company for operations under this tender / agreement or work connected directly or indirectly with this tender / agreement shall be settled and paid by the firm/company directly. TCP shall in no way be responsible for any compensation in this connection.
- ii) The Cotton Procurement Agent shall cover all financial rates, whatsoever, including labor charges and all type of the operational cost.

- iii) Any increase or decrease in any levies or rates imposed by the Government, labor wages, and/or fluctuation in market rates of equipment, materials, labour etc. during the operation of this tender / agreement shall be on the Cotton Procurement Agent firm/company account and no claims for such increase shall be entertained by the TCP.
- iv) Any taxes/duties already in place or levied by the Government during the currency of the tender / agreement will be on account of Cotton Procurement Agent's firm/company and no claim shall be entertained by the TCP.

15. PAYMENT:

The balance 40% payment will be made after final evaluation of cotton at TCP's Godown subject to satisfactory performance on production of following documents: -

- a) Invoice with covering letter both duly signed and stamped by authorized officer;
- b) Initial evaluation report.
- c) Final evaluation report.
- d) Verification of Incharge CPC.
- e) Sale Tax /NTN certificate.
- f) Copy of Agreement.
- g) Copy of Award letter.
- h) Any other document required by TCP.

16. CANCELLATION OF CONTRACT:

If the Cotton Procurement Agent's firm/company fails to perform assigned duties satisfactorily, TCP shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. TCP shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

17. ARBITRATION CLAUSE:

"Any difference or dispute 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 Parties. Should the parties fail to come to an amicable settlement the same shall be referred to the Chairman, TCP or his nominee whose decision shall be final and binding on both the parties".

18. VALIDITY OF AGREEMENT:

This agreement against this tender shall be valid for one crop year i.e., 2021-22 w.e.f., date of signing of agreement. However, the Cotton Procurement Agent's firm/company shall be responsible to fulfill the work in hand as per terms and conditions of the agreement.



ٹریڈنگ کارپوریشن آف پاکستان (پرائیویٹ) لمیٹڈ

Trading Corporation of Pakistan (Pvt) Limited

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4th & 5th Floor.
Finance & Trade Centre.
Sharea Faisal,
Karachi. 75530 (Pakistan)

BID FORM

BID FORM FOR COTTON PROCUREMENT AGENTS FIRM/COMPANY

1.	Name and location of the firm:	
2.	Status of the firm viz Proprietor-ship, Partnership, Limited Company:	
3.	Name of the Proprietor, Partners and Managing Director, (Photo copies of CNIC to be attached):	
4.	Address:	
5.	Contact number Telephone fax numbers/e-mail/mobile number:	
6.	Name of Banks in which account (s) maintained:	
7.	Title/Head/Name of the Bank account is maintained:	
8.	Person(s) authorized to sign correspondence and contracts:	
9.	National Tax Number. (Photo copy to be enclosed):	
10.	Sales Tax Registration No:	
11.	Number of Human Resources including Cotton Classers:	
12.	No of available Vehicles, Moisture Meter/Lint Grade Boxes:	
13.	Past Cotton Procurement Performance:	

15.	An affidavit to the effect that the firm or its partners/Directors etc. have not been black- listed/defaulted by any Government Department/Autonomous Agency, or Government owned organization including TCP, defunct CEC/CTC/RECP:	
16.	Confirmation regarding : i) Tender document purchase receipt or Pay Order /DD for Rs.2000/-. ii) Bid/Earnest Money Rs. 500,000/- in the shape of Pay Order/DD in favor of TCP.	
17.	Rate/Commission Per Hundred (100) Lint Cotton Bales in PKR Inclusive of All Applicable Taxes:	

All the terms and conditions of tender No. TCP/Cot/69-1/2021-22 dated 1st October, 2021 are acceptable to us.

Signature of applicant
Seal of office