TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

No. TCP/REM&S/GODOWNS-4/2023 Wednesday July 26, 2023

NOTICE INVITING TENDER

PROCUREMENT OF NEW FIRE EXTINGUISHERS & ALLIED ITEMS

Trading Corporation of Pakistan (Pvt) limited invites sealed bids/offers from the reputable Firms / Contractors / reputed sole proprietorships/ companies for supply & installation of fire fighting extinguisher and allied items at TCP's Godowns situated at Pipri, Bin Qasim Karachi, Multan Godown and Korangi Godown, Karachi. The firms /Contractors / reputed sole proprietorships/ companies should be registered with the Income Tax and Sales Tax Authorities and should be in FBR active taxpayer list at the time of submission of Bids.

2. Bidding will be conducted under Rule 36(a) of the Public Procurement Rules 2004 i.e., Single stage – one envelope procedure.

3. Interested and eligible Firms/Companies/sole proprietors/contractors may submit their sealed offers/bids which shall be dropped in the Tender Box placed at the Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi on 15 August 2023 at 11:00 am. The bid as per terms & conditions of the tender document shall also contain bid security of Rs 500,000/- in the form of Pay-Order in favour of 'Trading Corporation of Pakistan. The bids shall be opened in the TCP's Board Room on the same day at 11:30 am, in the presence of bidders or their Authorized Representatives who may wish to be present.

4. The intended bidders are advised to keep watch on the official websites for any updated situation about tender.

5. Tender Document along with detailed terms & conditions can be purchased upon written request against payment of Rs.1,000/- (Rupees one thousand only) during 0830 to 1530 hours from the date of publication of this tender notice till close of tender time (1100 hrs), from the following offices:-

i) Cash Section, Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);

ii) Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., 2nd Floor, LDA Plaza, Egerton Road, Lahore. Phones: (042)99206065-6;

iii) Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street 2 PHAF Residencia Kurri Road, Islamabad.

iv) Sub Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., Plot No.26-30, Industrial Estate, Multan.Tel: 061-6539195

v) Can also be downloaded from the Official websites of TCP and PPRA i.e. www.tcp.gov.pk and www.ppra.org.pk.

6. TCP has right to accept/reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPRA Rules 2004.

RADAIN SHAH
GENERAL MANAGER (REBD)

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

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

EMERGING PAKISTAN

BID DOCUMENTS

PROCUREMENT OF NEW FIRE EXTINGUISHERS & ALLIED ITEMS FOR TCP GODOWNS

TENDER NO. TCP/REM&S/GODOWNS4/2023

Dated 26th July,2023

PROCUREMENT OF NEW FIRE EXTINGUISHERS & ALLIED ITEMS TENDER TERMS AND CONDITIONS

1. Trading Corporation of Pakistan (Pvt) limited invites sealed bids/offers from the reputable Firms / Contractors / reputed sole proprietorships/ companies for supply & installation of firefighting extinguisher and allied items at TCP's Godowns situated at Pipri, Bin Qasim Karachi, Multan Godown and Korangi Godown, Karachi. The firms /Contractors / reputed sole proprietorships/ companies should be registered with the Income Tax and Sales Tax Authorities and should be in FBR active taxpayer list at the time of submission of Bids. Bidding will be conducted under Rule 36(a) of the Public Procurement Rules 2004 i.e.. Single stage - one envelope procedure.

2. Interested and eligible Firms/Companies/sole proprietors/contractors may submit their sealed offers/bids which shall be dropped in the Tender Box placed at the Reception Counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahrah-e-Faisal, Karachi on 15 August 2023 at 11:00 am. The bid as per terms & conditions of the tender document shall also contain bid security of Rs 500,000/- in the form of Pay-Order in favour of 'Trading Corporation of Pakistan. The bids shall be opened in the TCP's Board Room on the same day at 11:30 am, in the presence of bidders or their Authorized Representatives who may wish to be present.

3. **Source of Funds:** Funds would be arranged from own budget of Trading Corporation of Pakistan.
4. **Eligible Bidders:**
   4.1. This Invitation for Bids is open to all suppliers from eligible source as defined in the PPRA Rules, 2004 and its Bidding Documents except as provided hereinafter.
   4.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
   4.3. Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
5. **Eligible Goods and Services:**
   5.1. The origin of all the goods & related services to be supplied under the Contract should be mentioned.
   5.2. Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
   5.3. The Origin of goods and services is distinct from the nationality of bidders.
6. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. **Content of Bidding Documents** The bidding documents include:
   7.1.1. Instructions to Bidders (ITB)
   7.1.2. Bid Data Sheet
   7.1.3. General Conditions of Contract (GCC)

7.1.4. Special Conditions of Contract (SCC)
7.1.5. Schedule of Requirements
7.1.6. Technical Specifications
7.1.7. Bid Form and Price Schedules
7.1.8. Bid Security Form
7.1.9. Contract Form
7.1.10. Performance Security Form
7.1.11. Manufacturer's Authorization Form

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8. **Clarification of Bidding Documents:** A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
9. **Amendment of Bidding Documents:**
   9.1. At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
   9.2. All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
   9.3. In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
10. **Scope:** The Trading Corporation of Pakistan (TCP) intends the subject procurement through National Competitive Bidding under Rule 36(a) of the Public Procurement Rules 2004 i.e., Single stage – one envelope procedure.
11. **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
12. **Documents Comprising the Bid:**
   12.1. The bid prepared by the Bidder shall comprise the following components:
      12.1.1. Price Schedule completed in accordance with ITB Clauses13, 14 and 15.
      12.1.2. Bid security furnished in accordance with ITB Clause-18.
13. **Bid Prices:**
   13.1. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) of the goods it proposes to supply under the contract.
   13.2. The prices shall be quoted on delivery to consignee' s end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made for the incidental services.
   13.3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
   13.4. Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
14. **Bid Form:** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

15. **Bid Currencies:** Prices Shall be quoted in Pak Rupees.
16. **Bidder's Eligibility:** As defined in Bid Data Sheet.
17. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**
    17.1. The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of: a detailed description of the essential technical and performance characteristics of the goods;
18. **Bid Security:**
    18.1. The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's for feature the bid security shall be de nominated in the currency of the bid:
        18.1.1. at the Bidder's option, be in the form of either demand draft/pay order.
        18.1.2. be submitted in its original form: copies will not be accepted.
        18.1.3. remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
    18.2. Bid security shall release to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
    18.3. The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and upon furnishing the performance security.
    18.4. The bid security may be forfeited:
        18.4.1. if a Bidder withdraws its bid during the period of bid validity or in the case of a successful Bidder, if the bidder fails: to sign the contract in accordance or to furnish performance security.

19. **Period of Validity of Bids:**
    19.1. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
    19.2. In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.
20. **Format and Signing of Bid:**
    20.1. The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
    20.2. The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
    20.3. Any inter line at ions, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
21. **Sealing and Marking of Bids:**
    21.1. The Bidder shall seal the original bid in envelope, duly marking the envelope as "ORIGINAL BID". The envelope shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the Bid Data Sheet, and carry statement ***"DO NOT OPEN BEFORE at A.M"***
    21.2. If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
22. **Deadline for Submission of Bids:**
    22.1. Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
    22.2. The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter resubjects

the deadline.

23. **Late Bids:** Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.
24. **Modification and Withdrawal of Bids:**
    24.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
    24.2. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's for feature of its bid security.
25. **Opening of Bids by the Procuring agency:**
    25.1. The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders 'representatives who are present shall sign a register/attendance sheet evidencing their attendance.
    25.2. The bidders' names, bid prices, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
26. **Clarification of Bids:** During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
27. **Preliminary Examination:**
    27.1. The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
    27.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and 3 its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
    27.3. Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bidis one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
    27.4. If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the non conformity.
28. **Evaluation and Comparison of Bids:**
    28.1. The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
    28.2. The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery at various locations mentioned by procuring agency and shall exclude any allowance for price adjustment during the period of execution of the contract.
29. **Contacting the procuring agency:**
    29.1. No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
    29.2. Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

30. **Post –Qualification:**
    30.1. The procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
    30.2. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
31. **Award Criteria:** Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
32. **Procuring Agency's right to vary quantities at the time of award:** The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders.
33. **Procuring agency's Right to Accept any Bid and to Reject any or All Bid:**
    33.1. Subject or relevant provisions of PPRA Rules 2004, the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the contract award.
    33.2. The procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
    33.3. Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
    33.4. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
34. **Signing of Contract:**
    34.1. At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
    34.2. Within fourteen (07) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
35. **Performance Security:**
    35.1. Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security 5% of the Contract Price in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in and other form acceptable to the Procuring agency.
    35.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 34 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
36. **General Condition of the Contract:**
    36.1. **Definitions** In this Contract, the following terms shall be interpreted as indicated:

        36.1.1. **"The Contract"** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.

        36.1.2. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

36.1.3. **"The Goods"** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.

36.1.4. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

36.1.5. **"GCC"** means the General Conditions of Contract contained in this section.

36.1.6. **"SCC "** means the Special Conditions of Contract.

36.1.7. **"The Procuring agency"** means the Trading Corporation of Pakistan (TCP), Government of Pakistan.

36.1.8. **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.

36.1.9. **"PPRA Rules 2004"** means the Public ProcurementRules2004.

36.1.10. **"Day"** means calendar day.

36.1.11. **Standards:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

36.1.12. **Patent Rights:** The Supplier shall indemnify the Procuring agency against all third-party claim so infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part the re of in the Islamic Republic of Pakistan.

36.1.13. **Performance Security:**

36.1.13.1. Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

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

36.1.13.3. The performance security shall be denominated in the Pak rupees and shall be in form of pay order/Deman Draft as, provided in the bidding documents.

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

36.1.14. **Inspections and Tests:**

36.1.14.1. The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

36.1.14.2. No thing in GCC Clause 36.1.14. shall in any way release the Supplier from any warranty or other obligations under this Contract.

36.1.15. **Packing:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destinations as given by procuring agency. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

36.1.16. **Delivery and Documents:** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/transportation and/or other documents to be furnished by the Supplier are specified in SCC.

36.1.17. **Insurance:** No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

36.1.18. **Transportation:** The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

36.1.19. **Incidental Services:**

36.1.19.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

36.1.19.2. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

36.1.19.2.1. furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

36.1.19.2.2. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

36.1.20. **Spare Parts:**

36.1.20.1. The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

36.1.20.2. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and in the event after mentioned of production of the spare parts:

36.1.20.3. Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and

36.1.20.4. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

36.1.21. **Warranty:**

36.1.21.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or work man ship (except when the design and/ or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country off in all destination.

36.1.21.2. This warranty /maintenance period shall remain valid for one (01) year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination in dictated in the Contract.

36.1.21.3. If the Supplier, having been notified, fails to remedy the defect(s)within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk

and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

36.1.22. **Payment:**

36.1.22.1. The firm should submit stamp duty as per Government Rule before execution of work.

36.1.22.1.1. Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.

36.1.22.1.2. If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm. If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their blacklisting and Earnest Money. /Security Deposit will be forfeited.

36.1.22.1.3. In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than10%of contract value.

36.1.22.1.4. The currency of payment is Pak. Rupees.

36.1.23. **Prices:** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

36.1.24. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

36.1.25. **Delays in the Supplier's Performance:**

36.1.25.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

36.1.25.2. If at any time during performance of the Contract, the Supplier or its sub contractor (s)should encounter condition sob structing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s).As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

36.1.25.3. Except as provided under GCC Clause 36.1.28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 36.1.26 unless an extension of time is agreed upon pursuant to GCC Clause 36.1.25.2 without the application of liquidated damages.

36.1.26. **Liquidated Damages:** Subject to GCC Clause 36.1.28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, assume equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 36.1.27.

36.1.27. **Termination for Default:** The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of defaults sent to the Supplier, may terminate this Contract in whole or in part:

36.1.27.1. if the Supplier fails to deliver any or all the Goods within the period(s)specified in the Contract, or with in any extension thereof granted by the Procuring agency pursuant to GCC Clause 36.1.25; or If the Supplier fails to perform any other obligation(s) under the Contract.

36.1.27.2. If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

36.1.27.3. In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 36.1.27, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.1.28. **Force Majeure:**

36.1.28.1. Notwithstanding the provisions of GCC Clauses 36.1.25 , 36.1.26 and 36.1.27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract the result of anevent of Force Majeure.

36.1.28.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, war so revolutions, fires, floods ,epidemics ,quarantine restrictions ,and freight embargoes.

36.1.28.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

36.1.29. **Termination for Insolvency:** The Procuring agency may at any time terminate the Contract by giving written notice or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accursed or will accrue thereafter to the procuring agency.

36.1.30. **Termination for Convenience:**

36.1.30.1. The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

36.1.30.1.1. The Goods that are complete and ready for shipment with in thirty (30)days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency my select: to have any portion completed and delivered at the Contract terms and prices; and / or to cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.

36.1.31. **Resolution of Disputes:** 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.

36.1.32. **Governing Language:** The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the

same language.

36.1.33. **Applicable Law:** The Contract shall be interpreted in accordance with the PPRA Rules-2004(amended up to date).

36.1.34. **Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

36.1.35. **Overriding effect of Public Procurement Rules 2004:** In case of conflict or primacy of interpretation the provisions of PPRules2004 (amended Up to Date) shall have an overriding effect not withstanding anything to the contrary contained in these bidding documents.

BID DATA SHEET

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

INTRODUCTION

ITB1 Name of Procuring Agency:	Trading Corporation of Pakistan FTC Building Block B 4th& 5th Floor,Karachi.Tel#9920947-68, (Ext:___), Fax: _____
Name of Contract.	**Procurement of New Fire Extinguishers & Allied items for Trading Corporation of Pakistan (TCP).**

BID PRICE AND CURRENCY

ITB11 Prices quoted by the Bidder shall be ***"fixed" and in "Pak Rupees"***

PREPARATION AND SUBMISSION OF BIDS

ITB14 SELECTION/ELIGIBILITY/RESPONSIVENESS CRITERIA:

1. Bidder should quote price only in PKR. With all corrected applicable taxes, duties and delivery charges at designated locations mentioned in schedule of requirements.
2. Bid should be accompanied with client list.
3. Bidders should strictly compliant with technical specification; no optional /alternative item will not be accepted without bid security. In case, without bid security of optional / alternate item, complete bid shall be rejected.
4. The bidder must have at least 3 years of experience in the relevant field.
5. Income Tax Certificate (NTN)
6. GST Registration Certificate.
7. Details of turn-over (Including in terms of Rupees) of at least last three years that Average turn-over of at least last three years should not be less than 5 million per year.
8. Affidavit confirming that the firm has not been black listed by any Government, Semi Government or Autonomous Bodies on non-judicial stamp paper.
9. Bidder must not have forfeited performance security deposit with Procuring Agency (TCP).

ITB16 **Amount of bid security.** Bid Value as mentioned in NIT.

ITB17 **Bid validity period**. 45days

ITB18 **Number of copies.** One original ---

ITB19 Dead line for bid submission. As notified in NIT

ITB26 **Bid Evaluation:** The Most Advantageous evaluated responsive bid.

OTHER TERMS & CONDITIONS:

i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted /opened on next working day at the given time.

ii. Tender documents canal so be obtained by post against Pay Order/Bank Draft against the sum as mentioned in NIT.

iii. TCP may reject all or any bid subject to relevant provision of PPRA Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per PPRA Rule 2004.

iv. Incomplete, conditional and tender with out required earnest money in the specified form/format shall be rejected.

v. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this TCP and PPRA, and also can be obtained from the office of the Head Office TCP in Cash Section, Karachi. Bid(s)with in complete bidding documents will straightaway be rejected.

vi. Biddersarerequiredtoprovidetheirvalide-mailIdsandcontactnumbers(s)foreffective and timely communication

vii. Affidavit that firm has never been blacklisted.

viii. All Bidding documents must be signed, named & stamped by an authorized person of the firm/ Companies along with authorized letter.

ix. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be reject. Each page of bidding documents should be signed and stamped.

x. Contract Agreement and Integrity Pact both are mandatory for successful bidder.

xi. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule.

_____

Signature & Stamp of Tenderer

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Trading Corporation of Pakistan, Karachi.

2. Performance Security (GCC Claus 36.1.13)

GCC 34.1.13—The amount of performance security, as a percentage of the Contract Price, shall be 5%. Performance Security shall be released on recommendations of indenting Department.

3. Inspections and Tests (GCC Clause 36.1.14)

Inspection of TCP or its authorized representative shall inspect the procured good and ensure that it meets the tender specifications before its acceptance.

4. Delivery and Documents (GCC Clause 36.1.16)

Supplier shall supply and install the good within 30 Days after signing the contract and shall submit the following.

(i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) Packing List identifying the contents of Supply;
(iii) Delivery note.
(iv) Warranty and guarantee certificate

5. Warranty (GCC Clause 36.1.21)

The equipment shall bear Standard warranty but not less than one year , where applicable (with free parts & labor) from the date of installation / acceptance.

6. Payment (GCC Clause 36.1.22.)

100% of the Contract Prices shall be paid upon100%delivery and installation after issuance of Inspection Certificate from Indenting Department. Bidder is responsible to get Inspection Certificate from Indenting Department.

7. Liquidated Damages (GCC Clause- 36.1.26)

If the Supplier fails to deliver the goods or perform the services with in the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

8. Resolution of Disputes (GCC Clause 36.1.31)

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. Dispute resolution

9. Applicable Law (GCC Clause 36.1.33)

GCC 24 Contract shall be interpreted in accordance with the Public Procurement law of Pakistan.

SCHEDULE OF REQUIREMENTS

The delivery of items shall be made as per locations mentioned below at the cost of supplier.

S.No	Item & Capacity	Locations		
		Karachi		Multan
		Korangi	Pipri	
		QTY		
01.	**DCP** (09 kg New Fire Extinguishers)	10	200	13
02.	**DCP (TROLLEY)** (25kg New Fire Extinguishers	5	15	6
03.	**FOAM BASED** (09 ltr New Fire Extinguishers)	10	200	10
04.	**FOAM BASED(TROLLEY)** (50 ltr New Fire Extinguishers)	5	10	6
05.	**WATER BASED** (09 ltr New Fire Extinguishers)	25	100	25
06.	**WATER BASED (TROLLEY)** (25 ltr New Fire Extinguisher)	5	20	10
07	Megaphone Handheld Megaphone Batters Operated Made In China or equivalent	3	14	3
08.	First Aid Box Make by Hilal-e-Ahmer or equivalent	4	8	4
09	Fire Suit Fire men suit with Helmet, Fire Fighting Boot & Fire Fighting Gloves Designed & tased with latest standard. Material: Fiber Glass Temp 500℃ Long Lasting Life Export Quality Products are uniquely designed to be a Fire Resistant Heat Resistant & lightweight 100% waterproof Made in China or equivalent.	4	12	4
10.	Fire Blanket A Fire Blanket consists of a piece of Fire Resist fabric (usually woven glass fiber) Made of Two Layers . One time use Discard after use. Type Number XU-107 Standard EN 1869-1997 Size 1.2 X 1.8 Meter Made in China or equivalent.	4	12	4
11	Fire Hose reel Size Dia 2.5 inch & Length 100 Feet	20	5	10
	Fire Hose reel Size Dia 1.5 inch Length 50 Feet	5	10	5
NOTE : DELIVERY TIME IS within 30 (DAYS) AFTER ISSUANCE OF AWARD OF WORK.				

NOTE:SPECIFICATIONSOFABOVEITEMSSR. No 01 to 06 AS FOLLOW:

- Fully refillable stored pressure extinguishers
- Powerful firefighting capability
- Fitted with pressure gauge.
- Supplied with fixing bracket.
- Suitable for use on Class A, B and C fires

TECHNICAL SPECIFICATIONS OF EACH PRODUCT:

1. DRY POWDER FIRE EXTINGUISHER (STOREDPRESSURE)

- Application: Class A, B, C & electrical hazards
- Temperature range : -30°C +60°C
- Throw range: 5-6 m
- Working Pressure: 14 Bar
- Tested at Pressure: 26 Bar
- Discharge time: 25-32 sec
- Height: 605mm
- Classes of fire: A, B and C
- Extinguishing agent: powder ABC

- Discharge time: 18 sec
. - Jet length: 7 m
- Operating pressure: 14 bar at 20°C
- Burst pressure: >55 bar

2. DRY POWDER FIRE EXTINGUISHER DCP (TROLLEY MOUNTED)

Capacity: 25 kg
- T Out-diameter(mm) : 320
- Volume(L) : 29.50
- Cylinder Length(mm) : 940
- Dry Powder Filled Weight(kg) : 25
- Working Pressure(Bar): 15
- Test Pressure(Bar): 25 Min
- Wall-thickness(mm) : 3

Capacity: 50 kg
- T Out-diameter(mm) : 320
- Volume (L) : 59
- Cylinder Length(mm) : 940
- Cylinder Weight(kg) : 40
- Dry Powder Filled Weight(kg) : 50
- Working Pressure(Bar) : 15
- Test Pressure(Bar): 25 Min
- Wall-thickness(mm): 3

FOAM BASED FIRE EXTINGUISHER (STORED PRESSURE)

- AFFF Fire Extinguisher
- Capacity: 9 LTR
- Working Pressure: 13.5 Bar
- Total Weight: 16.5 Kg
- Maximum Operating Pressure: 18.5 Bar @ 60°C

MOUNTED MECH TROLLEY FOAM TYPE FIRE EXTINGUISHER

- **Capacity: 50 LTR**
- Class of Fire: A & B
- Type: Stored Pressure
- Propellant: Nitrogen
- Working Pressure: 15 bar (218 psi)
- Test Pressure: 30bar (453 psi)
- Temperature Range: 5°C to 60°C
- Dis harge Time: 65 - 75s (approx.)
- Overall Length: 490mm
- Overall Width: 670mm
- Throw Range: 6 - 7m (approx.)

WATER BASED FIRE EXTINGUISHER (STORED PRESSURE)

-Water-Fire Extinguisher 9 LTR
- Operating Position: Upright
- Discharge Time: More than 13 seconds
.- Minimum Effective Discharge: 95%
- Specifications Met: IS 15683
- Temperature Range: +5 °C to +55 °C
- Fire Rating: 4A &34B
- Minimum Jet Length: More than 2 m
- Class: A&B class of

SAMPLE FORMS

Letter of Acceptance

Date: _____

To:

Trading Corporation of Pakistan
Karachi,

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will submit a sum equivalent to Five (5) percent of the Contract Price in shape of Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 45 days from the date fixed for Bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this_____day of_____2023_____.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

EXPERIENCE OF SIMILAR SUPPLY AND INSTALLATION

S.No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2023_____ between

Trading Corporation of Pakistan (TCP), Karachi. (Hereinafter called "the Procuring agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of _____for _____, TCP, Karachi. Has accepted a bid by the Supplier for the supply ofthose goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder.
(b) the Schedule of Requirements;
the Technical Specifications.
(d) the General Conditions of Contract;
the Special Conditions of Contract; and
(f) the Procuring agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to providethe goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring agency hereby covenants to pay the Supplier in considerationof the provision of the goods and services and the remedying of defectstherein, the Contract Price or such other sum as may become payable underthe provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the_____(for the Procuring agency)

Signed, sealed, delivered by_____the_____(for the Supplier)

Performance Security Form

To:

Trading Corporation of Pakistan (TCP),
Karachi.

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated_____2023 to supply *[description of goods and services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a pay order/demand draft by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the_____ day of_____2023____.

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

Manufacturer's Authorization Form

To:

Trading Corporation of Pakistan
Karachi.

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently sign the Contract with you against NIT No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 21 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

_____
[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

BID FORM

Tender No._____

ITEM CODE NO.	DESCRIPTION OF ITEMS/SPECIFICATIONS	UNIT PRICE		
		WITHOUT GST/SRB	WITH GST/SRB	TOTAL UNIT PRICE WITH GST/SRB/DELIVERY CHARGES
1.	**DCP** (09 kg New Fire Extinguishers)			
2.	**DCP(TROLLEY)** (25kg New Fire Extinguishers			
3.	**FOAM BASED** (09ltr New Fire Extinguishers)			
4.	**FOAM BASED(TROLLEY)** (50ltr New Fire Extinguishers)			
5.	**WATER BASED** (09ltr New Fire Extinguishers)			
6.	**WATER BASED (TROLLEY)** (25 ltr New Fire Extinguisher)			
7.	**Megaphone**			
8.	**Frist Aid Box**			
9.	**Frist Suit**			
10.	**Fire Hose reel(**Length 100 Fit)			
11.	**Fire Hose reel (**Length 50 Fit)			

Terms &Conditions

1. Certificate to be submitted for Cylinders testing and instruments.
2. Certificate to be issued ensuring gas purity/missing ratio.
3. Validity and Expiring dates Tag must be fixed at Cylinders.

NOTE: Bidder is strictly advised to quote bid clearly and explicitly with GST/SRB (Whichever is applicable).Above column are mandatory to fill with accuracy; any column left as blank, bid shall be considered in complete and shall be rejected.

_____

Signature &Stamp of Bidder

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLEBYTHESUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ [NameofSupplier/Contractor/Consultant] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS)through any corrupt business practice.

Withoutlimitingthegeneralityoftheforegoing, _____ [NameofSupplier/Contractor/Consultant] 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,anycommission,gratification,bribe,finder'sfeeorkickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit ,in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

_____ [NameofSupplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ [NameofSupplier/Contractor/Consultant] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, _____ [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ [Name of Supplier/Contractor/Consultant] 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 PA.

_____ [Procuring Agency]

_____ [Supplier / Contractor /Consultant