

SIALKOT DRY PORT TRUST



BID DOCUMENTS

For

PROCUREMENT OF FORK LIFTERS

Tender Number: SDPT/2023/02FL

- Invitation to Bid
 - Instructions to Bidders
 - Bid Form (Letter to Technical Bid)
 - Special Stipulations
 - Technical Specifications
 - Bid Form (Letter to Financial Bid)
 - Price Schedule
 - Bid Security Form
 - Performance Security Form
 - Contract Agreement
 - Conditions of Contract (GCC & SCC)
 - Integrity Pact
-

CHAIRMAN
Sialkot Dry Port Trust
Dry Port Road, Tehsil Sambrial. Distt. Sialkot.
92-52-9200529

INVITATION TO BID FOR PROCUREMENT OF FORK LIFTERS
FOR SIALKOT DRY PORT TRUST

Sealed Bids are invited from bidders, who are eligible as per terms & conditions given in the bidding documents for Procurement of,

Category	Description	Qty.	Bid Security
01	Fork Lifters (3 Ton and 5 Ton)	02	5% of Estimated Price
<i>* Technical specifications given in bidding documents</i>			

Single Stage-Two Envelope National Competitive bidding procedure as per Clause 36 (b) of Federal Public Procurement Rules shall be adopted. **Bids should be submitted as per Single Stage-two Envelope process by 1400 hours on January 15, 2024 at the Head Office of Sialkot Dry port Trust. Technical Proposals shall be opened on the same date at 1430 on January 15, 2024,** while financial bids will be retained unopened.

Interested Bidders may obtain further information from Chairman Office, Sialkot Dry Port Trust and inspect/obtain the Bidding Documents at the address given below from 0900 to 1600 hours. Interested parties/firms should be registered with the relevant income and sales tax departments.

Bidding Documents in the English language may be purchased by the interested bidders on the submission of a written application to the address given below and upon payment of a nonrefundable fee of Pak Rs. 5,000/- which should be deposited in **Sialkot Dry Port Trust's bank account (Title: Up gradation of Sialkot Dry port Trust A/C, Account No: 0481 4169758318, National Bank Branch Sambrial). A pre-bid meeting will be held on January 09, 2024 at 1200 hours in the office of the undersigned.**

Bids must be submitted with Bid Security equivalent to **5% of Estimated Price**, in the form of CDR in favor of Sialkot Dry Port Trust to be enclosed with Financial Bids. Late bids shall be rejected. Tender documents will be immediately available after publication of advertisement in the daily newspapers as per PPRA rules and available on PPRA and SDPT website. In case of official holiday on the day of submission, next day will be treated as closing date.

CHAIRMAN
Sialkot Dry Port Trust
Dry Port Road, Tehsil Sambrial. Distt. Sialkot.
92-52-9200529, info@sdpt.org.pk

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The Client wishes to receive Bids for the items/Equipment/Machinery mentioned in Invitation to Bid at the earlier page, bid forms, schedule of bids (hereinafter referred to as Goods) and provide services such as installation, configuration, testing, training, support, after sale services and other such obligations specified hereinafter (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the Client in accordance with these Instructions to Bidders.

2. Eligible Bidder

- 2.1 The invitation for Bid is open to potential bidders registered with income tax and sales tax departments and included in the Active Tax Payers List.
- 2.2 The Bid shall be single package consisting of two sealed envelopes containing technical & financial proposal, the envelopes shall be clearly marked as "Technical Proposal" & "Financial Proposal" as per rule 36 (b) single stage two envelope of Federal PPRA Rules bidding procedure.
- 2.3 The Bidders shall submit Bid Security mentioned below in form of CDR in favor of Sialkot Dry Port Trust. Bid Security must be attached with Financial Bid.

Category	Description	Qty.	Bid Security
01	Fork Lifters (3 Ton and 5 Ton)	02	5% of Estimated Price
<i>* Technical specifications given in bidding documents</i>			

- 2.4 Mandatory Criteria clause # 34 & Eligibility Criteria clause # 35 of these instructions to bidders have been provided.

3. Eligible Goods

- 3.1 The Goods and services to be supplied under the contract shall have their origin in eligible member countries exclusive of India, Israel, North Korea, and Armenia.
- 3.2 For Purposes of Clause 3.1 Above, "Origin" shall be the place where the goods are produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will in no case be responsible or liable for those costs.

5. Joint Ventures

- 5.1 Bids submitted by a joint venture of two companies (excluding OEM) or partners shall comply with the following requirements:
- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all to be legally binding on all the partners.
 - b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions and carry out all necessary/ancillary actions for the purpose of this bid and ensuing contract for and on behalf of any or all partners of the joint venture.
 - d) all partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
 - e) A copy of the agreement entered by the joint venture partners shall be submitted with the Bid to the client.
 - f) In case of JV all partners must collectively fulfill the mandatory and technical evaluation criteria Clause # 34 of instructions to bidders.
 - g) The number of companies/partners in a joint venture is limited to two only, excluding the OEM. Any bidder which has more than two companies/partners (excluding OEM) in a joint venture will be disqualified.

6. Assurance

- 6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Machinery and Services pursuant to the Contract, within the time set forth therein.

BIDDING DOCUMENTS

7. Contents of Bidding Documents

- 7.1 The Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:
- a) Instructions to Bidders

- b) Bid Forms (Letter to Technical Bid and Letter to Financial Bid)
- c) Schedules:
 - Schedule A1 – Special Stipulations
 - Schedule A2 – Technical Specifications
 - Schedule B – Price Schedule
- d) Bid Security Form
- e) Performance Security Form
- f) Draft Contract Conditions (GCC & SCC)
- g) Schedule C – Integrity Pact

7.2 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 submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Documents

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Client in writing at least five (05) days prior to bid submission date at the following address:

Chairman

Sialkot Dry Port Trust

Dry Port Road, Tehsil Sambrial, District Sialkot.

+92-52-9200529, info@sdpt.org.pk

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be notified in writing, or by telex, or by fax, or by email to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

PREPARATION OF BID

10. Language of Bid

10.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed

literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

11. Documents Comprising the Bid

11.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 15.

12. Bid Form

12.1 The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

13.1 The bidder shall complete **“Schedule B – Price Schedule”** for all or any Items / Equipment/Goods/Service for which it is interested as per the instructions contained in this document. The bid price must be filled on **“Original Tender Documents – Schedule B”**, sealed and submitted in **“Financial Bid.”**

13.2 Prices quoted in the Price Schedule for the items / Equipment/Goods/Service should be entered in the following manner:

- (i) The price of the Goods/service will be quoted inclusive of all taxes at the address provided in Schedule A.
- (ii) Bidders shall quote rate and Technical Specifications for all or any Items / Equipment/ Goods/service for which it is interested in Schedule A, Price Bid Schedule (B) and should write Nil against Item not quoted.
- (iii) The blank or partially / conditionally filled Price Bid Schedule B of any item is considered noncompetitive / nonresponsive bid. In that case procuring agency (SDPT) will reject the bid of that bidder.
- (iv) The price is to be submitted in Pak Rupees only and should include all applicable government taxes.

13.3 Prices quoted by the bidder shall remain fixed over the time period of contract agreement.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a **bid security of amount mentioned below;**

Category	Description	Qty	Bid Security
01	Fork Lifters (3 Ton and 5 Ton)	02	5% of Estimated Price
<i>* Technical specifications given in bidding documents</i>			

15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) in favor of Sialkot Dry Port Trust. The CDR must be submitted with Financial Bid. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive. Unless the Bidder is a government entity and is exempted from furnishing Bid Security through a valid SRO.

15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Client as non-responsive.

15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

15.5 The successful bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 31, and furnishing the performance security, pursuant to Clause 32.

15.6 The bid security may be forfeited:

- (a) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- (b) If the bidder does not accept the correction of the Total Bid Price pursuant to Clause 24; or
- (c) If the bidder fails;
 - (i) To sign the contract in accordance with Clause 31, or
 - (ii) To furnish the performance security in accordance with Clause 32.

16. Period of Validity of Bid

16.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Client, pursuant to Clause 19.

- 16.2 Notwithstanding Clause 16.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax or email. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

- 17.1 The bidder shall submit duly filled original Bidding Document issued to him.
- 17.2 The bid price must be filled on “**Original Tender Documents – Schedule B**”, sealed and submitted in “**Financial Bid**”.
- 17.3 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.
- 17.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

18. Sealing and Marking of Bid

- 18.1 The Bidder shall seal single package consisting of two separate sealed envelopes containing separately the technical proposal and financial proposals; the envelopes shall be marked as “**Technical Proposal**” and “**Financial Proposal**” as per PPRA Rule 36 (b) regarding Single Stage–Two Envelope bidding procedure. Both technical and financial bids will be enclosed in a single package.
- 18.2 The envelopes shall bear the identification “**Bid for Procurement of Fork Lifters**” and be addressed to the following address:
Chairman
Sialkot Dry Port Trust
Dry Port Road, Tehsil Sambrial, District Sialkot.
+92-52-9200529, info@sdpt.org.pk
- 18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.
- 18.4 Fax bid will not be entertained.

19. Deadline for Submission of Bid

- 19.1 The original bid must be received by the Client at the address specified in Clause 18.2 by **1400 hours on December __, 2023. Technical Proposals shall be opened on the same date at 1430 hours on December __, 2023**, while financial bids will be retained unopened.
- 19.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bid

- 20.1 The bid received by the Client after the deadline for submission of bid prescribed by the Client, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

21. Modification and Withdrawal of Bid

- 21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.
- 21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 21.3 The bid may not be modified after the deadline for submission of bid.
- 21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.

OPENING AND EVALUATION OF BID

22. Opening of Bid

- 22.1 The Technical proposal shall be opened by the Client publicly in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of the Client, given in Clause 18.2 as per procedure laid down under Rule 36(b) Federal PPRA Rules.

- 22.2 The bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.3 After the evaluation and approval of the mandatory and technical proposal as per clauses 34, the time, date and venue for opening of financial proposal of technically accepted bids shall be announced and communicated in advance within the Bid validity period.
- 22.4 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Client, at its discretion, may consider appropriate, will be announced and recorded at the opening of financial bid.

23. Clarification of Bid

- 23.1 To assist in the examination, evaluation and comparison of bid, the Client may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

24. Determination of Responsiveness of Bid

- 24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 25, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- (a) meets the eligibility criteria specified in Clauses 2 and 3;
 - (b) has been properly signed on the Bid Form;
 - (c) is accompanied by the required Securities and these Securities are valid and in good order;
 - (d) the technical specifications for each item / equipment quoted in the price Bid Schedule B should meet the major technical criteria as specified for each item / equipment in technical specifications of this document;
 - (e) meets the delivery period set out in Schedule A Special Stipulations & Technical Specifications to Bid;
 - (f) meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations to Bid;
 - (g) offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
 - (h) is otherwise complete and generally in order;
 - (j) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
 - (i) Which affects in any substantial way the scope, quality or performance of the Machinery; or
 - (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be rectified as follows:
- (a) for the total individual bid price of each item / equipment entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item / equipment, shown in the Price Schedule for each item / equipment, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item / equipment.
 - (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Client, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and
 - (c) Where there is a discrepancy in the total price quoted in the Price Schedule of each item / equipment vis-à-vis addition of each item / equipment, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Client in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific item / equipment and the Bid Security for that item / equipment will be forfeited in accordance with Clause 15.6.

Corrected Total individual Bid Price for each item / equipment: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price for each item / equipment.

25. Evaluation and Comparison of Bids

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

25.1. Basis of Evaluation and Comparison of Bids

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding documents will be considered for evaluation. The evaluation and comparison of the Bid will be done as a whole price. The offer/ contract will be awarded to those Bidders who's corrected and evaluated Bid is found to be most advantageous in each category.

25.2. Evaluated Bid Prices

The Client in evaluation of a bid will consider, in addition to the Bid Price, some additional factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. Adjustments will be made in the following manner:

- (a) Correction of arithmetical errors as stated in Clause 24.5.
- (b) The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only.
- (c) For bid offering delivery period of the Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given.
- (d) Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated based on this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Client may consider the alternative payment terms offered by the bidder only at his sole discretion.

26. Contacting the Client

- 26.1 Any effort by a bidder to influence the Client in the Client's decisions in respect of bid evaluation or Contract award will result in the rejection of the bidder's bid.

27. Client's Right to Accept the Bid or Reject the Bid

- 27.1 The Client reserves the right to accept or reject any bid at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Client's action

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

- 28.1 The Client will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.
- 28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.

28.3 Subject to Clause 27 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

29. Bar on Client to Vary Quantities at Time of Award

29.1 The Client will not vary any quantities at time of award.

30. Notification of Contract Award

30.1 Prior to the expiration of the period of bid validity, the Client will notify the bidder in writing by letter through registered post or through courier service that its bid has been accepted. This letter is termed as Letter of Acceptance.

30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 31 below.

31. Signing of Contract

31.1 The client will send bid acceptance letter to successful bidder and within **Seven (7)** Working Days the successful bidder is bound to submit the performance security and information regarding the ultimate beneficiary owner as per PPRA SRO 592(1)/2022. After the acceptance of performance security by the Client, the Client will send to the successful bidder a Notification of Contract Award and Contract Form provided in the bidding documents, incorporating all agreements between the parties.

31.2 Within **seven (07) days** of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Client.

32. Performance Security

The bidder shall furnish the performance security as stipulated in Clause 31, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Client.

ADDITIONAL INSTRUCTIONS

33. Instructions to Assist the Bidder

33.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

34. Mandatory and Technical Eligibility Criteria of Bids

The evaluation of technical and financial bid shall be held under the Quality and Cost Based Selection (QCBS). The total score of technical and financial evaluation shall be 100, out of which 80% weightage shall be for technical and remaining 20% weightage shall be for financial.

The technical proposals will be evaluated based on Bidders' relevant experience, profile, human resource, technical compliance with the specifications and financial strength.

Only those Bidders' who comply with all mandatory document requirements shall qualify for further consideration.

Financial proposals of those Bidders who do not comply with all mandatory document requirements shall be returned un-opened to the Bidders, at the time as may be specified by Sialkot Dry Port.

The technical proposals shall be assigned marks/score without weightage based on the criteria.

Bidders offering the lowest price would be awarded a score of 20. Rest of the bidders would be awarded a lower score proportionally in accordance with their quoted price.

Technical = 80%

Financial = 20%

Final cumulative score would be calculated as following:

$((\text{Total Technical Score}) \times 80\%) + ((\text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder}) \times 20\%) = \text{Final Cumulative Score}$

The Bidder must meet the mandatory requirements in case of non-compliance the applicant will be declared nonresponsive to the requirements of this bidding document.

In addition to the information required under various Appendices and Schedules, the bidders are required to provide the following information:

Mandatory Requirements

Sr. #	Description	Requirement
1	Bidder shall have local representation, duly registered and incorporated in Pakistan. In case of foreign bidder local JV partner shall submit the Certificate of Registration. (Certificate from SECP or	Mandatory

	Registration of Firm shall be furnished by the bidder).	
2	Bidder shall be the authorized agent or sole distributor of equipment manufacturers since last 10 years or more (Authorization letter / contract agreement shall be furnished by the bidder)	Mandatory
3	Valid Income Tax and Sales Tax Registration and Active Status (of Local representative in case of foreign supplier)	Mandatory
4	Must have a Diesel Forklift Population of quoted brand of at least 100 in Pakistan	Mandatory
5	Undertaking on valid legal attested stamp paper that firm is not blacklisted and not involved in litigation with any Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in litigation process, proof of dispute resolution is required	Mandatory
6	Undertaking is required that no parts, components, or software to be manufactured/developed in India or Israel. Goods will not be accepted if any part, component, or software developed or manufactured in the above-mentioned countries.	Mandatory
7	Must have a minimum of 5 PEC Certified Engineers	Mandatory
8	The bidder must submit the Audited Financial statements and income tax returns of last three Financial Years	Mandatory
9	The bidder shall provide the undertaking on legal stamp paper regarding to provide the details of ultimate beneficial owners as per PPRA SRO 592(1)/2022 in case of his bid found most advantageous/responsive at the time of ink of agreement otherwise his bid security will be forfeited and PPRA also may initiate the suitable action including blacklisting as per subject SRO.	Mandatory

The following qualification criteria shall be observed on the eligible Applicants as per relevant provision in this bidding document.

Bidder Profile (B1)

Sr. #	Description	Max. Points
1	<p>Similar Diesel Forklift Equipment Population in Pakistan – Minimum 100 Requirement (With Documentary Evidence)</p> <p>More Than 1 Unit and Less Than 100 Units = 0 Marks More Than 100 Units and Less Than 250 Units = 3 Marks More Than 250 Units and Less Than 400 Units = 7 Marks More Than 400 Units and Less Than 500 Units = 10 Marks</p>	15

	More Than 500 Units = 15 Marks	
2	<p>Number of Service Centers/Workshops in Pakistan with complete service and tooling/equipment capabilities (Bidder Only – With Documentary Evidence):</p> <p>Minimum 1 Workshop</p> <p>1 Workshop = 1 Mark 2-3 Workshops = 2 Marks 4 or more Workshops = 5 Marks</p>	5
3	<p>Type of Incorporation (Lead Bidder Only):</p> <p>Sole Proprietor = 1 Mark AOP=2 Mark Private Limited = 3 Marks Public Limited/Government Entity= 5 Marks</p>	5
4	<p>Number of PEC Certified Engineers (Consortium)</p> <p>Minimum 5 Engineers (With Documentary Evidence)</p> <p>More Than 1 Engineer and Less Than 5 Engineers = 0 Marks More Than 5 Engineers and Less Than 25 Engineers = 1 Marks More Than 25 Engineers and Less Than 50 Engineers = 3 Marks More Than 50 Engineers and Less Than 75 Engineers = 5 Marks More Than 75 Engineers = 10 Marks</p>	10
5	<p>Experience of Provincial or Federal Government Contracts of Rs. 300 million or More with at least 5 projects of undertaken in the past 5 years. (With Documentary Evidence)</p> <p>0 - 4 Projects = 0 Marks 5 - 6 Projects = 2 Marks 7 - 9 Projects = 5 Marks 10 or more Projects = 10 Marks</p>	10 Marks
6	<p>Tooling & Equipment Capabilities for Local Service and Maintenance Requirements: (With Documentary Evidence)</p>	9 Marks

	Hydraulic & Pneumatic Tooling = 1 Mark Valve Regrinding and Lapping Equipment = 1 Mark Compressed Air Facility = 1 Mark Calibration and Fuel Pump Testing Equipment = 1 Mark Cylinder Head Rebuild Equipment = 1 Mark High Pressure Water Jet Cleaning Equipment = 1 Mark Scheduled Oil Sampling Lab = 1 Mark Roller, Track, Link Repair and Rebuild Equipment = 1 Mark Injector Rebuild and Calibration Equipment = 1 Mark	
7	Pakistan Engineering Council (PEC) Certification (CA= Constructors Category 'A' and OA=Operators Category 'A') No Certifications = 0 Marks CA or OA = 3 Marks Both CA and OA = 6 Marks	6 Marks
	Total	60

Financial Status (F1)

Sr. #	Description	Max. Points
1	Average Annual Revenue / Turnover of at least Rs. 1000 million or more in last three years (Audited Financial Statements for last three year is required) (Lead Bidder Only) More Than 0 million and Less Than 999 million = 0 Marks More Than 1000 million and Less Than 1499 million = 5 Marks More Than 1500 million and Less Than 1999 million = 10 Marks More Than 2000 million and Less Than 2999 million = 15 Marks More Than 3000 million = 20 Marks	20
2	Average Annual Revenue from sales of equipment of similar nature of at least Rs. 500 million or more in last three years (Copies of Original purchase orders and other relevant documents are required) 0 – 99 million = 0 Marks 100 million – 299 million = 5 Marks 300 million – 499 million = 10 Marks More Than 500 million = 20 Marks	20
	Total	40

35. Delivery Period

The successful bidder will be bound to deliver Items/Equipment/Goods/Services within committed time (as shown in his bid) after issuance of Letter of Award/Purchase Order.

36. Sign & Stamp

Bidder is required to sign & stamp every page of the bid document along with signature at the required pages and return with bid. In case of overwriting / cutting by bidder, the bidder must sign and stamp on cutting.

37. Grievance Redressal

- 37.1. SDPT shall constitute a grievance committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 37.2. Any bidder feeling aggrieved by any act of SDPT after the submission of its bid may lodge a written complaint concerning its grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35.
- 37.3. The grievance committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 37.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 37.5. Any bidder not satisfied with the decision of the grievance committee of SDPT may lodge an appeal in the relevant court of jurisdiction.

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BID FORM
Letter to Technical Bid

To:

The Chairman

Sialkot Dry Port Trust
Dry Port Road, Tehsil Sambrial,
District Sialkot

Having examined the bidding documents including Addenda Nos. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Items/Equipment/Goods/Services in conformity with the said bidding documents. We have no reservations to the Bidding Documents, including all addenda and schedules.

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

If our Bid is accepted, we will deposit performance security as mentioned in Special Stipulation in a sum equivalent to **10 % of the Contract Price** for the due performance of the Contract, in the form prescribed by the Client.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

As security for due performance of the undertaking and obligations of this Bid, we submit herewith a Bid Security of amount Rs. _____ as per instructions given in clause 15 of Instructions To Bidders. The CDR No. _____ and date of Issue is _____.

We have reviewed and accepted the form of Agreement as attached in bidding document and undertake to execute the same within the period specified in the Bidding Document and

We hereby declare that all the information and the statements made in this bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our disqualification and forfeiture of the Bid Security.

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-priced or any Bid that you may receive.

Dated this _____ day of _____ 2023.

Bidder Signature Along with Seal

WITNESS

Signature -----

Signature -----

Name-----

Name -----

SCHEDULE A1 – SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

		Clause of Conditions <u>of Contract</u>	
1.	Amount of Performance Security	7.1 & 7.4	The selected firm will have to deposit 10% Performance Security in the form of CDR/bank guarantee/Insurance guarantee (at least AA PACRA credit rating) valid till end of contract agreement at the time of signing of contract. This amount will be returned to the firm upon satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty or defect liability period obligations.
2.	Contract Execution Schedule		Within 10 days after Bid Acceptance Letter.
3.	Time within which payment shall be made.	16	As specified in SCC.
	a) Liquidated damages for delayed delivery of items/equipment/ goods/services or part thereof.	23	0.5 % of the contract price of the delayed item or service per week or part thereof.
	b) Limit of Liquidated Damages	23	Not to exceed in the aggregate ten percent (10%) of the contract amount.

c) Delivery Period

Supply of item will be provided within committed time (as shown in his bid) of issuance of award letter. The items/equipment/goods will be delivered at Sialkot Dry Port Trust, Sambrial, Sialkot.

TESTING

Factory Tests

General

All type and routine tests on different equipment shall be performed at the manufacturer's works in the presence of the Employer or his representative. Type tests may be waived off in case test certificates as certified by an approved standard independent laboratory of international repute are provided by the Contractor and approved by the Employer. Submission or merely producing the type test certificates shall not relieve the Contractor to carry out the required standard/routine tests.

The Contractor shall arrange at his own cost factory visit(s) for pre-shipment inspection/ Factory Acceptance testing for equipment offered. Airfare to and from hometown (minimum 04 (four) persons), boarding, lodging and transport shall be Contractor's/supplier, responsibility and all costs in this respect shall also be borne by the contractor.

In addition, for all pre-shipment inspections carried abroad, the Contractor shall provide (minimum for 02 (Two) persons) daily allowance of 250USD (per day per person) for out-of-pocket expenses. The number of days shall be max 5 days & actual days spent in travel from and to the hometown of the concerned. The daily allowance in cash (USD) shall be provided before start of travel from hometown. For all pre-shipment inspections carried out within Pakistan, the Contractor shall provide (for two persons) daily allowance of Rs. 5000 for out-of-pocket expenses, at per diem rate per person. The amount shall be provided in cash before start of travel from hometown for the entire duration of the visit.

The Contractor shall inform the Engineer about the date and time of test of each equipment at least two weeks in advance. The witnessing of test by the Employer or his representative shall not absolve the Contractor from his responsibility for the proper functioning of the equipment, and for furnishing the guarantees. All test results shall be supplied in triplicate.

Contractor shall provide the Testing protocols for the review and approval of the Employer/Client. All the testing in the facility of Manufacturer and or at site shall be carried out in accordance with Testing Protocol approval by the Engineer In charge.

Schedule A2 – Technical Specifications

The bidders must provide in writing that required machinery will be as per below mentioned technical specifications.

FORKLIFT 3 TON

Sr. #	Description	Specification / Requirement	
1	Equipment name	Forklift 3 Ton	
2	Electrical Power	44 KW or more	
3	No. of Cylinder	4	
4	RPM	2300	
5	Type of Truck	Diesel Engine Truck	
6	Loading Capacity	3000 KG	
7	Load Centre	500 mm or more	
8	Max. Fork Height	3000 mm	
9	Free Fork Height	145 mm	
10	Speeds		
	Lifting	Loaded	500 mm/s
		Unloaded	530 mm/s
	Lowering	Loaded	530 mm/s
		Unloaded	500 mm/s
11	Tilt		
	Mast	Forward	6 Degree
		Backward	12 Degree
12	Speeds		
	Travelling (Power shift)	Loaded	19 km/h

Sr. #	Description	Specification / Requirement	
		Unloaded	19.5 km/h
	Travelling (Manual)	Loaded	19 km/h
		Unloaded	19.5 km/h
13	Speeds Max Drawbar Pull		
	Powershift	Loaded	1770 kgf
	Manual	Loaded	1460 kgf
14	Max Gradeability		
	Powershift	Loaded	25 %
	Manual	Loaded	20 %
15	Turning Radius	2380 mm	
16	Practical intersecting aisle width	2325 mm	
17	Practical aisle for right angle stacking	4170 mm	
18	Overall Length	3805 mm	
	Width	With standard tires	1275 mm
		With optional duals	1490mm
	Height	With lowered mast	2015 mm
		With extended mast	4055 mm
		To top of overhead guard	2093 mm
19	Forks (Thickness x Width x Length)	50 x 125 x 1070	
20	Forks Spread (Out-to-Out Minimum/Maximum)	244-1000 mm	
21	Front overhang	490 mm	

Sr. #	Description	Specification / Requirement	
22	Wheelbase	1700 mm	
23	Tread Width	Front standard tires	1060 mm
		Front, optional dual	1140 mm
		Rear tires	980 mm
24	Ground Clearance	At lowest point mast	135 mm
		At center of wheelbase	190 mm
25	Tire Size	Size front, standard	28x9-15-12PR
		Size front, optional dual	6.00-15-10PR
		Size rear	6.50-10-10PR
26	Machine Weight	Powershift (standard)	4350 kg
		Manual (standard)	4390 kg
		Powershift (optional dual)	4390 kg
		Manual (optional dual)	4430 kg
27	Service brake	Hyd.	
28	Parking brake	Hand	
29	Engine (Mitsubishi or Equivalent)	Max rated power/ rpm	38.1/2250 kw/rpm
		Max rated torque/ rpm	185/1700 Nm/rpm
		Displacement	3331 cc
		Fuel tank Capacity	66 L
30	Transmission	Type	Power shift/Manual
		No. of speeds	AT:1/MT:2

Sr. #	Description	Specification / Requirement
31	Relief Pressure	18:1
	Equipment Features	
	Mechanical Hydraulic control system	
	Full hydrostatic steering with steering synchronizer	
	Front Single, Rear single pneumatic tire	
	2- Way hydraulic control valve	
	Overhead guard	
	Full suspension safety seats with belts & seat switch	
	Tilt steering column	
	Tilt cylinder	
	Double action parking brake	
	Single element cyclone air cleaner	
	Head Lamps	2 No
	Front & Rear Combination Lamps	2 No
	Anti-Corrosion Radiator	
	Tail Lamp	
	50A Alternator	
	Torque Converter oil warning	
	Load backrest	
	Anti-skid steps on both side	
	Floating power train	

Sr. #	Description	Specification / Requirement
	Drum brake system	
	English Language Markings	
	Operation Manual	
	Parking brake warning	LED Lamp
	Seat Belt Reminder	LED Lamp
	Engine oil pressure warning	LED Lamp
	Charge lamp	LED Lamp
	Master Interlock	LED Lamp
	Engine check lamp	LED Lamp
	Transmission Temp Warning	LED Lamp
	Time clock	
	Speed Meter	
	Hour Meter	
	Shift Direction	LCD
	Error Code, Error History	LCD
	Fuel Level Warning	LCD

FORKLIFT 5 TON

Sr. #	Description	Specification / Requirement	
1	Equipment name	Forklift 5 Ton	
2	Electrical Power	57.4 KW or more	
3	No. of Cylinder	6	
4	RPM	2300	
5	Typr of Truck	Diesel Engine Truck	
6	Loading Capacity	5000 KG	
7	Load Centre	500 mm or more	
8	Max. Fork Height	3350 mm	
9	Free Fork Height	150 mm	
10	Speeds		
	Lifting	loaded	470 mm/s
		unloaded	530 mm/s
	Lowering	loaded	500 mm/s
		unloaded	500 mm/s
11	Tilt		
	Mast	Forward	6 Degree
		Backward	10 Degree
12	Speeds		

Sr. #	Description	Specification / Requirement	
	Travelling	loaded	21 km/h
		unloaded	22 km/h
13	Speeds Max Drawbar Pull		
	Stationary on slope	loaded	37000 N
	At 1.6 km/h	loaded	26500 N
14	Max Gradeability		
	Stationary on slope	loaded	33.9 %
	At 1.6 km/h	loaded	23.8 %
15	Turning Radius	2760 mm	
16	Practical intersecting aisle width	2415 mm	
17	Practical aisle for right angle stacking	4560 mm	
18	Overall Length	3170 mm	
	Width	With standard tires	1460 mm
		With optional duals	1780 mm
		With Special duals	1965 mm
	Height	With lowered mast	2400 mm
		With extended mast	4590 mm
		To top of overhead guard	2250 mm
19	Forks (Thickness x Width x Length)	50 x 150 x 1220 mm	
20	Forks Spread (Out-to-Out Minimum/Maximum)	300-1190 mm	
21	Front overhang	582 mm	

Sr. #	Description	Specification / Requirement	
22	Wheelbase	2000 mm	
23	Tread Width	Front standard tires	1175 mm
		Front, optional dual	1310 mm
		Front Special Duals	1445 mm
		Rear tires	1180 mm
24	Ground Clearance	At lowest point mast	150 mm
		At centre of wheelbase	227 mm
25	Tire Size	Size front, standard	300-15-18PR
		Size front, optional dual	7.50-16-12PR
		Size front, Special Dual	8.25-15-12PR
		Size rear	7.00-12-12PR
26	Machine Weight	Powershift (standard)	6850 kg
		Powershift (optional dual)	6930 kg
		Powershift (Special dual)	7000 kg
27	Service brake	Hyd.	
28	Parking brake	Hyd.	
29	Engine (Mitsubishi or Equivalent)	Max rated power/ rpm	57.5/2300 kw/rpm
		Max rated torque/ rpm	260/1700 Nm/rpm
		Displacement	4996 cc
		Fuel tank Capacity	105 L
30	Transmission	Type	ATM (TORQUE CONVETER)

Sr. #	Description	Specification / Requirement	
31	Number of Speed	Forward	2
		Backward	1
32	Relief Pressure	19:1	
	Equipped Features		
	Mechanical Hydraulic control system		
	Full hydrostatic steering with steering synchronizer		
	Front Single, Rear single pneumatic tire		
	2- Way hydraulic control valve		
	Overhead guard		
	Full suspension safety seats with belts & seat switch		
	Tilt steering column		
	Tilt cylinder		
	Lamps		
	Elevated Air intake		
	Anti-Corrosion Radiator		
	English Language Markings		
	Toolbox		
	Back Buzzer/Drawbar Pin		
	Rearview Mirror/Parts Book		
	Operation Manual		

BID FORM
Letter to Financial Bid

To:

The Chairman

Sialkot Dry Port Trust

Dry Port Road, Tehsil Sambrial,

District Sialkot

Having examined the bidding documents No. _____, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to supply, deliver in conformity with the said bidding documents for the Bid Price for each item/equipment.

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated individual Bids for any or more items/equipment/goods/machinery is accepted, to supply the items/equipment/goods/machinery in accordance with the Delivery Period provided in the Schedule A1 – Special Stipulations to Bid.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening 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 in your Notification of Contract Award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2023.

Bidder Signature Along With Seal

WITNESS

Signature -----

Signature -----

Name-----

Name -----

Title: -----

Title-----

Bid Summary Sheet
[To be Attach with bid]

Bidder Name	
Address	
Phone, Mobile & Fax No	
Email Address	
Manufacturer Name	
Country of Origin	
Items Quoted: (Model)	
Bid Security Validity:	
Bid Validity:	90 Days
Equipment Cost (Duty Delivery Paid- DDP Sialkot Dry Port) including Testing, Commissioning and Training.	
Offered Delivery Period:	
HS. Code	
Any Deviation (if any)	

Signature and Stamp of Bidder _____

Manufacturer's Authorization Form

Date:

Bid Reference No.:

Invitation for Bid
No.: _____

To:_____

WHEREAS____who are official manufacturers of_____having
factories at_____do
hereby authorize_____to submit a Bid in relation to the Invitation for Bids indicated
above, the purpose of which is to provide the following Goods, manufactured by
us_____ And to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the
General Conditions of Contract, with respect to the Goods offered by the above
firm in reply to this Invitation for Bids

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

**SCHEDULE B – PRICE SCHEDULE
(TO BE SUBMITTED WITH FINANCIAL BID)**

1. The Items/Equipment/Goods/Machinery/Service will be delivered at the address provided in Schedule A. The total Bid Price shall include all **Taxes, Duties and Delivery Charges**, up to the delivery point and other services to be provided under the Contract.

***Note:** -Rates quoted for the following Goods/Machinery/Service should be as per requirement mentioned in Bidding Document & Schedule A .

Sr.no	Category	Qty.	Unit Price (Rs) Inclusive of all taxes	Amount (Rs) Inclusive of all Taxes
1	Fork Lifter (3 Ton) As per the technical specifications, terms & conditions given in Schedule A & Contract Conditions.	1		
2	Fork Lifter (5 Ton) As per the technical specifications, terms & conditions given in Schedule A & Contract Conditions	1		

Signature and Stamp of Bidder _____

BID SECURITY FORM
(TO BE SUBMITTED WITH FINANCIAL BID)

The Bid Security amounting to Rs. _____ in shape of "Call Deposit Receipt" of the Bank (Name) _____ is attached in accordance with Clause 15 of the Instructions to Bidders for the supply of following Items /Goods/Service.

Signature and Stamp of Bidder _____

PERFORMANCE SECURITY FORM

To:

Sialkot Dry Port Trust
Dry Port Road, Tehsil Sambrial, District Sialkot

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bid", Procurement of following Equipment/Machinery,

1. Fork Lifters

(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a CDR/bank guarantee/Insurance guarantee (at least AA PACRA credit rating) by a recognized Bank/ Financial Institution for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2023, or the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

* write Nil for the item not Quoted for Rate

Signature& Stamp of Bidder _____

Dated: -----

CONTRACT AGREEMENT

THIS CONTRACT made on the -----, between M/s Sialkot Dry Port Trust, Sialkot (hereafter "the Client") of the one part and ----- (hereinafter "the Contractor") of the other part.

WHEREAS the Client invited bids for Procurement of Fork Lifters (hereafter "the Machinery") detail as under;

Sr.no	Category	Qty	Unit Price (Rs) Inclusive of all taxes	Amount (Rs) Inclusive of all Taxes
1	Fork Lifters As per the technical specifications, terms & conditions given in Schedule A & Contract Conditions.	1		

And has accepted a bid by the Contractor for the Equipment/Goods/Machinery/Services. The Client may terminate the Contract agreement by a written notice of **Fifteen (15)** days to the service firm/Contractor without giving any reason. In case of termination of contract by "Contractor" due to any dispute the Contractor must give a notice of **Thirty (30)** days to the Client.

NOW THE CONTRACT WITNESSES AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a) The Notification of Award / letter of Acceptance;
 - (b) The Bid Documents and Schedules listed as under;
 - Schedule A1 – Special Stipulations
 - Schedule A2 – Technical Specifications
 - Schedule B – Price Schedule
 - (c) The Conditions of Contract;
 - (d) Pre-Bid Meeting (in case, if any)
2. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the client to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Client hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

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

WITNESS

Signature: _____

Name: _____

Designation: _____

(CLIENT)

Signature: _____

Name: _____

Designation: _____

WITNESS

Signature: _____

Name: _____

Designation: -----

(CONTRACTOR)

Signature: _____

Name: _____

Designation: -----

Part-I

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Client and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the items, equipment, machinery, and/or other materials which the Supplier is required to supply to the Client under the Contract.
 - (d) "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.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Client" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Client's country" is Islamic Republic of Pakistan.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

2. Application

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

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries exclusive of India, Israel, North Korea and Armenia.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing,

processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 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.

5. Use of Contract Documents and Information; Inspection and Audit by the Client/Procuring Agency

5.1 The Supplier shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Client's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Client and shall be returned (all copies) to the Client on completion of the Supplier's performance under the Contract if so required by the Client .

5.4 The Supplier shall permit the Client/Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Client/Procuring Agency, if so required by the Client/Procuring Agency.

6. Patent Rights

6.1 The Supplier shall indemnify the Client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security

7.1 Within time as decided & advised by Client of receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish to the Client the performance security in the form and amount as specified in the Schedule A1 – Special Stipulations to Bid.

7.2 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7.3 The performance security shall be denominated in the currency of the

Contract acceptable to the Client and shall be in one of the following forms:

- (a) a bank guarantee/Insurance guarantee (at least AA PACRA credit rating) issued by a Bank/Financial Institution located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Client ; or
- (b) a cashier's or certified check.

7.4 The performance security as a whole will be discharged by the Client 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 or defect liability period obligations.

8. Inspections and Tests

8.1 The Client 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 Client. SCC and the Technical Specifications shall specify what inspections and tests the Client requires and where they are to be conducted. The Client shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Client may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Client.

8.4 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme conditions during transit, and open storage.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered all applicable duty paid under which risk is transferred to the buyer after having been delivered, hence insurance coverage is supplier's/seller's

responsibility.

- 12. Transportation** 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Client's country, transport to such place of destination in the Client's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) 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.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
- 14. Spare Parts** 14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Client may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Client of the pending termination, in sufficient time to permit the Client to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Client, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants/undertakes that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Client'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 of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 15.3 The Client shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Client.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Client 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 Client may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Client, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 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, with the exception of any price adjustments authorized in SCC or in the Client's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Client may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Client ;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) The services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the

Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Client's change order.

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| 19. Contract Amendments | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 20. Assignment | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Client's prior written consent. |
| 21. Subcontracts | <p>21.1 The Supplier shall notify the Client in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p> |
| 22. Delays in the Supplier's Performance | <p>22.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Client in Bidding Documents Schedule A1 – Special Stipulation.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Client 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 Client 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.</p> <p>22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p> |
| 23. Liquidated Damages | 23.1 Subject to GCC Clause 25, 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 Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract pursuant to GCC Clause 24. |
| 24. Termination for Default | 24.1 The Client , without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: |

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client/Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client/Procuring Agency of the benefits of free and open competition.

- 24.2 In the event the Client terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Client for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 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 Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client 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.

- 26. Termination for Insolvency** 26.1 The Client may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt 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 accrued or will accrue thereafter to the Client.
- 27. Termination for Convenience** 27.1 The Client, 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 Client's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Client at the Contract terms and prices. For the remaining Goods, the Client may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes** 28.1 The Client and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 29. Governing Language** 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 31. Notices** 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective

date, whichever is later.

32. Taxes and Duties 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Client.

33. Training 33.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Client. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Client.

Part-II

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 1.1 (g)—The Client is: **[Sialkot Dry Port Trust]**

GCC 1.1 (h)—The Client's country is: **Islamic Republic of Pakistan**

GCC 1.1 (i)—The Supplier is: **[]**

GCC 1.1 (j)—The Project Site is: **[Sialkot Dry Port, Dry Port Road, Tehsil Sambrial, Distt. Sialkot]**

2. Standards (GCC Clause 4)

GCC 4.1 – The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications or as per bid minutes or bid clarifications, 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.

3. Performance Security (GCC Clause 7)

GCC 7.1 & 7.4— as per Schedule A1 – Special Stipulation of bidding Document.

4. Inspections and / or Tests (GCC Clause 8)

GCC 8.1— Inspection and / or tests prior to or at time of delivery of Goods and at final acceptance are:-

- i) The Goods shall be inspected to the standards mentioned in the Technical Specifications (schedule A2), as-per bid minutes and bid clarifications, submitted by supplier and approved by inspection / technical committee of the client/procuring agency.
- ii) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier and in case of any dispute among parties certificate from manufacture or importer or main dealer)
- iii) For Physical Fitness having No Damages (Certificate from supplier)
- iv) Both Mandatory and Technical specifications and other performance parameters inspection report prepare by consultant.
- v) The inspection committee notified by SDPT board would inspect/verify the machine/goods after the delivery by the contractor.

5. Delivery and Documents (GCC Clause 10)

GCC 10.1 & 10.2 — upon shipment, the Supplier shall notify the Client the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Client:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Copies of the packing list / delivery challan identifying contents of each package;
- (iii) Manufacturer's or Supplier's Valid Warranty Certificate

GCC 10.1 & 10.2 — the delivery place & period of Goods is as per instruction given in Schedule A1 – Special Stipulations of Bidding Document.

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be Delivered all applicable Duty Paid under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility.

7. Spare Parts (GCC Clause 14)

GCC 14 — Up to the extent practically possible, the supplier shall extend full support to the client regarding the continuous availability of spares parts and consumables.

8. Warranty (GCC Clause 15)

GCC 15.2— this warranty shall remain valid for twelve (12) months after the Goods/Machinery/Equipment, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. For this purpose after delivery and inspection at final destination the Client will issue official Taking-Over Certificate to Contractor.

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) Pay liquidated damages to the Client with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages are defined in Schedule A1 – Special Stipulations.

or

- (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 15 days after notifying the supplier in written.

9. Payment (GCC Clause 16)

GCC 16.1—the method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- (i) 50% of Contract Amount as Mobilization Advance at the time of Contract Signing.
- (ii) 35% of Contract Amount at presentation of Bill of Lading (BL).

- (iii) 15% of Contract Amount 30 Days after Delivery and Satisfactory Inspection by the Client
- (iv) No payments shall be made against the items which were not delivered or failed the inspection.

10. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: as defined in Schedule A1 – Special Stipulation of bidding document.

12. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Client and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

13. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

14. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992

15. Notices (GCC Clause 31)

GCC 31.1—Client 's address for notice purposes – Office of Chairman, Sialkot Dry Port Trust, Tehsil Sambrial, District Sialkot.

—Supplier's address for notice purposes: [].

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]