### SINDH HIGH COURT, KARACHI

### **TENDER DOCUMENT**

### **FOR THE YEAR 2022-2023**

Dated: 13-09-2022

# Service & Maintenance of CCTV Equipment installed at the residences of the Hon'ble Judges of this Court.

Tender issued to M/s.

**Stamp of Company** 

Name of Bidding Organization

Type of Bidding Organization
(Proprietor/ Partnership/ Private
Limited/ Public Limited)

NTN Number:

GST Number:

Official Whataap Number:

Official E-mail ID:

Active ID of A.G Sindh

Name & Signature of Head of
Bidding Organization

Name & Signature of Authorized/
Focal Person

# **Contents**

Contents	
1. INTRODUCTION:	4
2. INSTRUCTIONS:	4
3. PRINCIPLES OF PROCUREMENT:	4
4. CLARIFICATION AND MODIFICATION OF BIDDING DOCUMENTS:	5
5. OBJECTION(S) ON BID EVALUATION REPORTS:	5
6. PRELIMINARY EXAMINATION OF BIDS:	6
7. FINANCIAL EVALUATION OF TECHNICALLY QUALIFIED BID(S):	6
8. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL	7
8.1. Details of Similar Projects in Government Sector during the last three years	9
8.2. Details of Similar Projects in Private Sector during the last three years	10
8.3. Details of Financial Turnover during the last three (03) years	11
8.4. Details of Official Bank Account of Bidder	11
8.5. Details of Major Current Clients of Firms	12
9. TECHNICAL PROPOSAL/ SCOPE OF WORK:	12
9.1. Equipment List	15
9.2 Number of Locations	15
9.3 Technical Queries	15
10. FINANCIAL PROPOSAL (SEALED ENVELOPE):	16
11.ESCALATION MATRIX TECHNICAL	17
12. TERMS & CONDITIONS:	18
13. FORMAT OF UNDERTAKING (TO BE SUBMITTED ON STAMP PAPER):	20
INTEGRITY PACT	21

Tender Reference No.			Dated	09-2022
To,				
The Learned Registrar, Sindh High Court, Karachi.				
Respected Sir,				
We, the undersigned, offer CCTV Equipment installer as a Bid, sealed in an enver	ed at the residen	ces of the Hon'	ble Judges	of this Court",
CNIC No to attend the Bid Meetings of	, Cell No.		has	been authorized
We understand that Sindh and reserves the right to ac reject all proposals without whatsoever.	cept or reject any	offer and to an	nul the bide	ling process and
The decision of Purchase ground at any forum and damage to any party acting Sincerely,	the Purchase Co	mmittee will no		•
Name:				
<b>Designation:</b>				
Signature:				
Stamp:				

### 1. INTRODUCTION:

Dear Tenderer:

The SINDH HIGH COURT (SHC) is the highest judicial institution of the province of Sindh. We are interested in Service & Maintenance of CCTV Equipment installed at the residences of the Hon'ble Judges of this Court), as mentioned in tender document, from your esteemed firm / agency for one financial year. The rates shall be valid for full term of the contract (one year).

### 2. INSTRUCTIONS:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. Moreover, attach required supporting documents according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write "Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) The last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 29<sup>th</sup> September,2022 by 11:00 a.m. in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. The technical proposals will be opened on the same day at 11:30 a.m. in the presence of representatives who may care to attend. Date and time of opening of financial proposals of technically qualified bids will be communicated to the technically qualified bidders in advance through website of Sindh High Court.
- (d) Bid Security of 2% of total annual fee (with all taxes) will be submitted along with Tender Document in shape of "PAY ORDER" OR "BID SECURITY FORM" in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.

### 3. <u>PRINCIPLES OF PROCUREMENT</u>:

Sindh High Court ensures that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to this Court. Hence, bidders are directed to provide soft copies of scanned tender documents, tax registration certificates, purchase orders, bank maintenance certificate, financial statements and undertaking. All such documents should be merged in one (01) PDF FILE for record.

### 4. <u>CLARIFICATION AND MODIFICATION OF BIDDING DOCUMENTS</u>:

Bidding Document has been prepared by Procurement Committee as per rules. Clarifications (if any) for contents of bidding documents etc. may be sent to the Procurement Committee through Registrar, High Court in writing, at *least five calendar days prior* to the date of opening of bid.

It is stated that contents of bidding documents etc. have been carefully read &						
understood. All queries	understood. All queries have been properly answered by the concerned Officers of					
Sindh High Court well be	efore in time. We do not have any objections on the contents					
of the biding documents.						
Name:						
<b>Designation:</b>						
Signature & stamp						

### 5. OBJECTION(S) ON BID EVALUATION REPORTS:

Bid Receiving Time Sheet, Bid Attendance Sheet, Eligibility Criteria Report, Technical Bid Evaluation Report and Financial Bid Evaluation Report shall be uploaded on the official website of High Court of Sindh. Bidders are advised to visit the website of Sindh High Court on daily basis for general information & downloading of tender reports.

If you are disqualified and you think is that your disqualification is not justified then you do not need to worry. Our process is very clear & transparent. In case of disqualification on the basis of either eligibility criteria or technical specifications, you are required to submit your objections along with solid documentary proof within three (03) calendar days of uploading of report. The Committee will again scrutinize your tender documents/ mandatory documents/ technical proposal and take appropriate action as per rules. Decision taken by the Committee shall be uploaded on the official website of Sindh High Court.

Hence, Bidders are directed to submit Objection(s) if any within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained and Final Reports shall be issued for further process.

It is undertaken that it is our responsibility to visit official website of				
Sindh High Court on daily basis and down	load the above mentioned bid reports from			
the official website of Sindh High Court. It	is also undertaken that objection (s) if any			
will be submitted within THREE (03) cale	endar days of uploading of reports and we			
will not submit any objection after the lapse	of time.			
Name				
Designation				
Cell Number				
Signature & stamp				
	_			

### 6. PRELIMINARY EXAMINATION OF BIDS:

Procurement Committee as mentioned above shall examine the bids to confirm that all required documents (soft & hard copies) and specifications/ technical documentation requested in bidding documents have been provided, and to determine the completeness of each document submitted. If any of the required documents or information is missing, the bid shall be rejected. Further, Sindh High Court shall examine the Bid to confirm that all terms and conditions specified in the bidding documents have been accepted by the Bidder without any material deviation or reservation.

### 7. FINANCIAL EVALUATION OF TECHNICALLY QUALIFIED BID(S):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of **monthly fee (with all taxes) on location wise basis**. Bidders are bound to quote rate for all locations. Monthly fee for each location should be inclusive of all applicable taxes. Proper break down of taxes must be shown in the financial proposal. Bidder shall be responsible in case of any mistake in current tax rates. However, any future change in tax rates shall be adjusted as per rules.

### 8. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The Mandatory requirements as per NIT are

- (a) PEC Registration in Category EE-02
- (b) Registration with Income Tax Department (NTN Certificate)
- (c) Registration with Sales Tax Department (GST Certificate)
- (d) Registration with Sindh Revenue Board (SNTN Certificate)
- (e) Affidavit stating that company/firm has not been involved in any litigation or has discontinued any work at any institution.

			В	C
S. #	DESCRIPTION	Maxim um Marks	Subdivisio n of Marks of column A	Subdivisi on of Marks of column B
1	Overall Firm's Standing:	20	-	-
1.1	Type Of Organization	-	5	-
	1.1.1 Proprietorship	-	-	1
	1.1.2 Partnership	-	-	2
	1.1.3 Private Limited	-	-	5
	ISO 9002 Certified (Any ISO certification)		3	3
1.3	Company's Organization Chart enclosed & satisfactory	-	3	3
1.4	Years of Standing of Firm in CCTV Field for more than 10 years	-	5	5
1.5	Registration Info (I. Tax, S. Tax & EOBI)	-	1	1
1.6	Client references attached & satisfactory	-	3	3
2	Financial Status	15	-	
2.1	Bank Certificate	-	5	
2.2	Annual Turnover in last 3 years more than 30million	-	10	
3	Capabilities & Experience	30	-	
3.1	Total Of Annual turnover Of Last 5 Years for	10		
	CCTV works			
	3.1.1 More than Rs. 10.0 million local CCTV work	-	10	
	3.1.2 More than Rs. 7.5 million local CCTV work	-	7	
	3.1.3 More than Rs. 5 million local CCTV work	-	5	_
	3.1.4 Less than Rs. 5 million local CCTV work	-	0	
3.2	Possess PEC License for the relevant field EE-02	10		
	(Security, Safety Surveillance System)			
3.3	Does firm have Quality Assurance manual & Plan	2		
3.4	Safety Manual & Safety Plan	3		
3.5	Any Govt./Judiciary related previous experience	5		

5	Works In Hand	5	-	
5.1	Purchase Orders Certificate Submitted For Works In		-	
	Hand			
	5.1.1 More than Rs.10.0 million	-	5	
	5.1.2 More than Rs.7.5 million	-	3	
	5.1.3 More than Rs.5.0 million	-	2	
6	Personnel	10	-	
6.1	Organization chart for firm	-	2	
6.2	Organization Chart For The Project Execution	-	2	
6.3	Organization Chart For Operation & Maintenance	-	2	
0.3	For 1 Year Round The Clock Basis			
6.4	Average number of staff in last 12 months	-	2	
6.5	General staff information	-	2	
7	Tools, Equipments & Workshop (Submit	10	-	
,	Detailed List)	10		
8	<b>Authorized Representation Sole /Agent / Business</b>	10		
	Partner of Manufacturer (Submit			
	Certificate/Letter)			
	Total Marks	100		
	Passing Marks	70		

### **Notes:**

- 1. All points indicated are maximum & shall be disbursed on the basis of the evidence presented.
- 2. Firms are required to have PEC Specialization in EE02.

It is undertaken that I have provided soft and hard copies of the above mentioned documents. It is understood that Sindh High Court reserves the right to reject our bid/disqualify us in case of non-availability of the above mentioned documents and decision of Sindh High Court shall be final.

Name:	
<b>Designation:</b>	
Signature & stamp	

8.1. Details of Similar Projects in Government Sector during the last three years

S.No	Name of Organization	Details of	Date of	
	rvame of Organization	Service 01	Issuance of Work Order	
1				
2				
3				
4				
5				
6				
7				
8				

9		
10		

	etails of Similar Projects in 1			
S.No	Name of Organization	Details of Service	Date of Issuance of Work Order	Name & Contact Number for verification of Work Order
1				
2				
3				
4				
5				
6				
7				

Page 10 Signature & Stamp

8		
9		
10		

# 8.3. Details of Financial Turnover during the last three (03) years

S.No	Financial Year		Turnover/ Sales (Rs.) in words
1	2019	(Rs.) in figure	
2	2020		
3	2021		

### 8.4. Details of Official Bank Account of Bidder

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	

8.5. Details of Major Current Clients of Firms

S. No.	Name of Client	Name of Focal Person	Contact Number
1			
2			
3			
4			
5			

### 9. TECHNICAL PROPOSAL/ SCOPE OF WORK:

To provide services and maintenance of CCTV equipment installed at the residences of Hon'ble Judges of this Court. The successful bidder shall provide following services at the mentioned locations:

S #	Required Specifications of High Court of Sindh			
1	Monthly Cleaning At least, one time cleaning & servicing of all installed equipment at each location on monthly basis.			
2	Receiving & Resolving Complaints	Receive and resolve complaints of any CCTV equipment installed on listed locations onsite on daily basis and submit report to I.T Department of Sindh High Court on the same day through email (directorit@sindhhighcourt.gov.pk). All reports must be enclosed with monthly bill.	Mandatory	
3	Response Time	Response time shall be 4 hrs, Complaint Resolution time depends upon the type of complaint. Response time for out of KHI locations shall be 48 hrs.	Mandatory	
4	Repairing & Trouble Shooting	Repairing & The successful bidder shall be responsible for		

		bidder through quotation (s) and installation of		
		the same shall be the responsibility of bidder.		
		are sume shari be the responsibility of blader.		
5	Backup Equipment	In case of failure of any of the mentioned	Mandatory	
	Dackup Equipment	equipment, the provision and installation of	ivialidatol y	
		<b>backup</b> equipment shall be the responsibility of		
		successful bidder.		
		The bidder shall provide BACKUP item for the		
		faulty item till it is repaired by the bidder. In		
		case a new item is to be purchased to replace the		
		faulty item then no extra amount shall be		
		charged by the bidder for the BACKUP item for		
		at least 4 weeks. However SHC shall be		
		responsible for fast and effective procurement of		
		faulty item. The bidder may quote charges for		
		the BACKUP item after 4 weeks as Rs.		
		/day.		
		Bidder shall be bound to submit report of faulty		
		item and back item through email		
		(directorit@sindhhighcourt.gov.pk) to I.T		
		Department.		
6	Overtetion of	*	Mandatomi	
6	Quotation of		Mandatory	
	Faulty Items	the faulty (but non-repairable) item. However		
		SHC may acquire further quotations from the		
		local market through I.T Department.		
7	<b>Installation</b> of	1	Mandatory	
	newly purchased	of the newly purchased equipment at the		
	equipment	residences whether the same is purchased from		
		them or other vendor. Installation report must be		
		submitted to I.T Department through email		
		( <u>directorit@sindhhighcourt.gov.pk</u> )within 24		
		hours.		
8	<b>Checking</b> and	Some of CCTV equipments installed at the	Mandatory	
	<b>Installation</b> of	residences of Hon'ble Judges are still under-		
	under-warranty	warranty. A separate list of under-warranty		
	items	items will be provided to the successful bidder.		
		The bidder shall be responsible to even check,		
		examine, troubleshoot and re-install the under-		
		warranty item(s). However; if any of the under-		
		warranty items need replacement/recovery, the		
		same shall be claimed by the bidder in		
		coordination with SHC. Additionally; in case of		
		failure of any of the under warranty equipment,		
		the provision and installation of <b>backup</b>		
		equipment shall also be the responsibility of		
		successful bidder.		

9	Equipment	The equipment required for the purpose of	Mandatory
	required for the	services/maintenance (like tools, ladder, testing	
	purpose of service/	meters, cables etc.) shall be the responsibility of	
	maintenance	the bidder. Successful bidder shall submit	
		updated list of such items to I.T Department on	
		monthly basis.	
10	<b>Monthly Meeting</b>	Monthly meeting of focal persons of the	Mandatory
	for evaluating the	successful bidder and Director I.T & Deputy	
	progress and	Director I.T shall be conducted in last week of	
	implementation of	each month for discussing the progress of the	
	SLA	SLA during the month and resolving issues (if	
		any) in an amicable manner. Bidder shall be	
		responsible for drafting the minutes of meeting.	
		Minutes of meeting of the said meeting must be	
		enclosed with the monthly bill.	
11	Location	Bidders are bound to quote monthly fee for all	Mandatory
		locations. However, separate monthly fee should	
		be quote for each location. Monthly fee should	
		be inclusive of all applicable taxes.	

It is undertaken that if contract is awarded to our company, we shall be bound to follow the above mentioned scope of work in its letter & spirit. In case of violation of the said scope of work, we shall be bound to compensate Sindh High Court.

Name:		
<b>Designation:</b>		
Signature & stamp		

# 9.1. Equipment List

List of Equipment installed at each residence is listed below:-

Sr. No.	Description	Average Quantity
1	Box Camera (Analog /IP)	12
2	PTZ Dome Camera (Analog /IP)	01
3	Digital Video Recorder (16 PORTS)	01
4	Hard Disk 4TB HDD	01
5	40" inch LED Monitor	01
6	19" or 24" inch LCD Monitor	01
7	Control Keyboard of Speed Dome Camera	01
8	AV to VGA Convertor	01
9	Weather proof Housing for Box Cameras	11
10	1KVA Servo Motor Stabilizer	01
11	1KVA UPS with batteries	01/02

Quantity & Number of Items may be increased or decreased at different locations.

### 9.2 Number of Locations

<b>Locations of Residences of the Hon'ble Judges</b>	Number of Locations	
	IP	Analog
Karachi	10	08
MirpurKhas	00	01
Larkana	01	01
Hyderabad	02	00

Number of locations may be increased as under:-

<b>Locations of Residences of the Hon'ble Judges</b>	Number of Locations	
	IP	Analog
Karachi	10	08
MirpurKhas	00	01
Larkana	01	01
Hyderabad	02	00

## 9.3 Technical Queries

Bidders may request for further technical clarifications through e-mail addressed to the Registrar, High Court of Sindh (<u>info@sindhhighcourt.gov.pk</u>) and Director I.T (<u>directorit@sindhhighcourt.gov.pk</u>) phone call (021-99203151-65 Ext 291).

### 10. FINANCIAL PROPOSAL (SEALED ENVELOPE):

- 1. Financial proposal should be sealed in separate envelope.
- 2. Monthly fee shall be in Pakistani Rupees.
- 3. Monthly Fee (with all taxes) shall be quoted on PER MONTH/LOCATION basis, in Pak rupees. However the bidder may quote different prices for Karachi and other locations of Sindh.
- 4. All Government taxes shall be applicable as per rules.
- 5. Monthly fee shall be fixed for one year and cannot be changed on the basis of fluctuation/ changes in dollars/political/ economical other issues. However, changes in tax rate shall be adjusted as per rules.
- 6. Only fixed monthly fee will be paid by Sindh High Court on provision of invoice after each preceding month. All other charges (if any) will be responsibility of the service provider.
- Bidder shall be bound to submit monthly bill to I.T Department on time. I.T
  Department shall scrutinize the bill and forward the same to Budget Branch for
  payment.
- 8. Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
- 9. Bidder should have active vendor I.D at the time of submission of bill.
- 10. Bidder shall be bound to submit all required documents along with bill.

	FINANCIAL PROPOSAL					
S#	DESCRIPTION	Monthly service fee with all taxes in Pak Rupees				
1	Monthly Fee with all Taxes for One	Please submit sealed financial				
	Residence of the Hon'ble Judges	proposal				
	located at <b>Karachi</b>					
2	Monthly Fee with all Taxes for One	Please submit sealed financial				
	Residence of the Hon'ble Judges	proposal				
	located at Larkana					
3	Monthly Fee with all Taxes for One	Please submit sealed financial				
	Residence of the Hon'ble Judges	proposal				
	located at Mirpurkhas					
4	Monthly Fee with all Taxes for One	Please submit sealed financial				
	Residence of the Hon'ble Judges	proposal				
	located at <b>Hyderabad</b>					

Name	
Designation	
Cell Number	
Signature & stamp	

# 11.ESCALATION MATRIX TECHNICAL

Immediate				
Name	Designation	<b>Contact Number</b>	Email Address	
		er 2 Hours	T=	
Name	Designation	Contact Number	Email Address	
	Afte	er 4 Hours	1	
Name	Designation	<b>Contact Number</b>	Email Address	
Name	Designation	Contact Number	Email Address	
	Afte	er 6 Hours		
Name	Designation	Contact Number	Email Address	
After 8 Hours				
Name	Designation	Contact Number	Email Address	

### 12. TERMS & CONDITIONS:

- 1. Single Stage-Two Envelope method will be adopted for bidding process as per rules.
- 2. Company Profile along with relevant documents be attached with this document.
- 3. The rates quoted shall remain valid for one year. Unless terminated earlier, upon expiry, agreement for availing internet services shall be extendable upon mutual consent of the parties in writing. However, if none of the parties have served to the other, a termination notice prior to the expiry of the contract term, then the agreement shall automatically be renewed for a period of twelve months from the date of expiry of previous contract.
- 4. Bid(s) shall be in Pak rupees only and inclusive of all rental, software etc.
- 5. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
- 6. No advance payment shall be made against the supply of equipment / software mentioned in this bidding document.
- 7. Regular monthly charges will be paid on provision of invoice after each preceding month.
- 8. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
- 9. No transportation charges will be paid for any of the services.
- 10. The contract shall be terminated in case of violation of terms and conditions by the contractors.
- 11. All bids must be accompanied by an earnest money/ security of 2% of total annual fee (with all taxes). The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules whereas the bid security money of successful bidder will be released after the submission of performance security equivalent to 10% of contract price.
- 12. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
- 13. All rules, regulations and policies will be governed in accordance to the SPPRA.
- 14. General Sales Tax/ Service etc shall be paid as per rules. All taxes shall be deducted by the office of A.G Sindh and its decision shall be final.
- 15. SHC reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. SHC, also reserve the right to issue Purchase Order for any single item to different lowest responsive bidders or issue Purchase Order for all the items to any lowest responsive bidder.
- 16. The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation.
- 17. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates // Work Order.
- 18. The contractor shall pay all the cost for preparation of legal documents of contract.
- 19. SSPRA Rules will be followed for all other terms and conditions not specified/

mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

C	
Name:	
D ' '	
<b>Designation:</b>	
Signature & stamp	
Signature & Stamp	
Cell No	

# 13. FORMAT OF UNDERTAKING (TO BE SUBMITTED ON STAMP PAPER):

	We,	located at do hereby declare on Oath at under:-			
1.		black listed from any government/ semi government/ e or any other national or international organization since the			
2.	That there is no organization.	outstanding dispute between our company and any other			
3.	That we are not def	ot defaulter with any bank or financial institution.			
4.	That we have not p Sindh.	nat we have not provided any false/ misleading information to High Court of			
5.	. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.				
6.	That we will not o	will not offer any type of gift (either material or immaterial) to staff of High Court of Sindh.			
7. It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract.					
Name of Deponent:					
<b>Designation:</b>					
Signature & stamp					
Date					
		-			

### **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

Dated

Contract No.

Contract Value:			
Contract Title:			
	Name of Contractor 1	harahy daelaras	that it has not
_	-	•	
obtained or induced the procureme	•	· 1	U
obligation or benefit from Gov	,	,	
department or agency thereof or a	ny other entity owned	or controlled b	y GoS through
any corrupt business practice.			

Without limiting the generality of the foregoing, [name of Contractor] 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 GoS, except that which has been expressly declared pursuant hereto.

[name of Contractor] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Procuring Agency:	Name of Contractor:
Signature:	Signature:
[Seal]	[Seal]

THE END