

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2020-2021

Tender Reference NO.SHC/Budget/Tender-2020-2021/IX

Dated: 15-04-2021

**Supply and Installation of 2 CRAC/Precision Air Conditioner Units
at Data Center (Server Room) of Sindh High Court, Karachi.**

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Official Whatapp No:	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

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Tender Reference No. _____

Dated _____

To,

**The Learned Registrar,
Sindh High Court,
Karachi.**

Respected Sir,

We, the undersigned, offer to provide our services for “Supply and Installation of 2 CRAC/Precision Air Conditioner Units at Data Center (Server Room) of Sindh High Court, Karachi”, as a Bid, sealed in an envelope. Mr. _____ son of _____ holding CNIC No. _____, Cell No. _____ has been authorized to attend the Bid Meetings on behalf of our organization.

We understand that Sindh High Court is not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of Purchase Committee shall be final and cannot be challenged on any ground at any forum and the Purchase Committee will not be liable for any loss or damage to any party acting in reliance thereon.

Sincerely,

Name:

Designation:

Name of Company

Dated:

1. Introduction & Instruction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to **CRAC/ Precision Air Conditioner Units**, as mentioned in tender document, from your esteemed firm / agency in transparent manner. SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

Purpose & Scope	Supply and Installation of 2 CRAC/Precision Air Conditioner Units at Data Center (Server Room) of Sindh High Court, Karachi
Method of Procurement	Tender (Single Stage Two Envelopes Method)
Date & Venue of Pre-Bid Meeting	Thursday 8 th April, 2021 at 11:30 a.m. Office of D.G (F&A), High Court of Sindh, Karachi.
Date of availability of tender document on website	Thursday 15 th April, 2021. http://www.sindhhighcourt.gov.pk/tender.php .
Date & time of Submission of Bids	On or before Monday 3 rd May, 2021 at 11:00 a.m.
Date & time of Opening of Bids	On Monday 3 rd May, 2021 at 11:30 a.m.
Venue of Bid Submission & Opening	Office of D.G (F&A), inside I.T Compound, Sindh High Court, Saddar, Karachi.
Tender Fee	Nil
Bid Security	5% of the bid price with all taxes in the form of Deposit at Call or pay order or demand draft or a Bank Guarantee as per rules.
Estimated Cost of two complete units	Rs. 5.6 million approximately.
Place of delivery of items	Data Center, I.T Department, High Court of Sindh, Karachi.
Expected Date of Delivery	3 Months from the date of issuance of Purchase Order.
Bid Validity Period	90 days from the date of opening of bids.
No of units required	02 units. In case of shortage of funds, only one (01) unit will be procured.

2. Principles of Procurement:

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 copies of required document for record.

3. Clarification and Modification of Bidding Documents:

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. Clarification in response to a query shall be uploaded on the official website of Sindh High Court. All bidders are advised to visit the website of Sindh High Court for keeping them updated.

It is stated that contents of bidding documents etc. have been carefully read & understood. All queries have been properly answered by the concerned Officers of Sindh High Court well before in time. We do not have any objections on the contents of the bidding documents.

Name:	
Designation:	
Signature & stamp	

4. 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. Objection(s) if any should be submitted within THREE (03) working days of uploading of reports. Thereafter, no objection shall be entertained.

5. Preliminary Examination of Bids:

Procurement Committee as mentioned above shall examine the bids to confirm that all required documents 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.

6. Financial Evaluation of Technically Qualified Bid(s):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of TOTAL AMOUNT WITH ALL TAXES. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically bidder subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.

7. Mandatory Qualification/ Eligibility Criteria:

S. #	Description	Marks Of Eligibility	Marks Obtained
1	The bidder should have past experience of at-least 10 projects (specifically in installation of CRAC/Precision Cooling Units, minimum of 21KW CRAC in Data Centers/Server Room). Provide detail of such projects with Completion Letter/Certificate, reference: contact information of last 5 data center projects , site visit including location and year. Diagram should be in AutoCAD 2D and 3D. Mandatory	25	
2	The bidder should be associated with Manufacturer as Authorized Partner or Distributor in Pakistan for minimum last 5 years. Mandatory	15	
3	The bidder should have Fluke Thermal Image Camera and submit CFD Analysis Audit Report before and after Installation of the units. Mandatory	10	
4	The bidder should have certified employees : 1 No of UPTIME INSTITUTE (ATS), 1 No of BICSI & 1 No of NFPA. (Attach relevant copies)	9	
5	The bidder should have employed at least 2 Nos. of internationally trained engineers in Supplier Factory / Office specifically in quoted brand of Cooling Units. (Attach relevant copies)	10	
6	The bidder should have at least 3 SLA of installed/quoted Precision cooling Units. (Attach Copies)	9	
7	The bidder should have Complete Spare Parts of quoted Units in case of Faults/Failures of parts. (Attach letter with Complete inventory of Spare parts).	9	
8	The bidder should provide Financial Audit Report of min 3 Years and have minimum Turnover of 80 Millions during the last 3 years.	8	

9	The bidder must be registered with Sales Tax, Income Tax departments and should be active tax payer. (Mandatory requirement) Mandatory	5	
	Total Marks	100	
	Passing Marks	75%	

It is undertaken that I have provided copies of the required 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:	
Designation:	
Signature & stamp	

8. Desired Specifications:

Scope: Complete solution of supply, installation, commissioning and integration of CRAC Units with complete installation of indoor, outdoor units, piping/ducting, fitting, solution for water inflow/outflow, and electrical items (power cables, power breakers fixing including power DB work).

Cooling Unit	Floor Standing
Cooling capacity (1) and	21.2 kw with minimum 3.72 EER 0.98 SHR
Airflow	6500 m ³ /h minimum Down flow/up air return.
Indoor Dimension and Weight should not be more than the given parameters	
Height	mm 2000
Length	mm 1000
Depth	mm 800
Compressor Qty/Type /Capacity	1/ Scroll / min 5.2 kw
Evaporator Type / Types of Fins	Finned coil, Hydrophilic Coated
Fan Qty/Type	1/ Centrifugal fan

Air Filter Type Resistance	EU4 Grade Filter with Fire Class 1
Electrical heaters (Qty/capacity) and Temperature	2nr with 5kw of heating capacity preferably PTC (Positive Coefficient) material.
Humidifier Capacity absorbed	8-13 Kg/h with min 6kw of power

1. Beside the above specification table, the required Precession Cooling Unit must be at least 21 KW capacity. All control component must comply with CE and IEC standards. The electrical control technology must be able to work under power source of 380V +-20% and should have capacity of protection value in range of 380V+-50% and if voltage goes beyond the selection range it should automatically protect the unit by shutting off and restarting the unit when power is in range.
2. The Unit must be equipped with a high quality efficient pure copper evaporator and advance thermal expansion valves.
3. The Compressor must be of Copeland hermetic scroll type, to guarantee high efficiency and long life and low noise to avoid any extra noise vibration in the Data Center/Server room.
4. The unit must come with an electric heater with perfect overheating protection function and ionization resistance and an advance electrode steam humidification system, which is controlled by units centralized micro controller unit.
5. The main micro controller of the unit must of CAREL so that it can integrate easily with the existing installed units.
6. The outer condenser should be anti-corrosion alloy to ensure service life and appearance of the condenser and an external rotor axial flow fan for environmental protection and noise reduction. The fan should be equipped with an automatic speed regulator that controls the rotating speed under different temperature and energy saving.
7. Complete Comprehensive Warranty (with parts & labour excluding consumables i.e: gas & filter) of the equipment must be 3 Years.
8. Bidder must include the cost of quarterly services (excluding consumables i.e: gas & filters) for the 3 years (i.e: 4 x 3 yrs =12 Services) in the total quoted price for 1 unit.
9. Bidder must also provide training to the Data Center Staff, on completion.

9. Sample of Financial Proposal (to be submitted on official letter head):

Bidders are advised to submit financial proposal as per following format on the official letter head of bidder which must be properly signed & stamped.

S.No	Description	Amount with all taxes PKR for one complete unit
1	Cost of complete Cooling System with all components	
2	Installation, Installation kit commissioning etc.	
3	Transportation, loading, uploading etc.	
4	Other cost if any	
5	Quarterly services (excluding consumables i.e: gas & filters) for the 3 years (i.e: 4 x 3 yrs =12 Services) in the total quoted price for 1 unit.	
	Total Amount with all taxes PKR of one complete unit	
	Total Amount with all taxes PKR of two complete units	

1. This is **single stage two envelope method**. Hence, financial proposal must be sealed in separate envelope. Tender shall be rejected, if prices and/ or bid security amount is/are disclosed in technical proposal.
2. Prices should be quoted in Pakistani rupees.
3. No Price Adjustment can be considered due to fluctuation in dollar. Tender may be awarded within validity period as per rules. Kindly quote prices by considering all the factors such as time period, delivery period. Covid-19 situation, lockdown, worldwide economic crisis etc..
4. All Government taxes shall be applicable as per rules. All supporting/ required documents/ SRO must be submitted in case of claim for exemption of taxes as per rules. All requests for exemption of taxes (if allowed by the rules/ law) shall be forwarded to the Accountant General Sindh, Karachi for dealing the matter at their end, as per rules.
5. Bidder must have valid & active Vendor I.D of A.G Sindh at the time of submission of bill. Bidder shall be responsible, in the case Vendor I.D is not active or any other issue relating to Vendor I.D.
6. Bidder shall be bound to submit all required documents along with bill in the budget branch of this Court. In case of any objection raised by the Office of A.G Sindh, bidder shall be bound to provide the same documents to High Court of Sindh for

onward transmission to the office of A.G Sindh.

7. High Court of Sindh will serve as a bridge between the Office of A.G Sindh and the successful bidder in order to facilitate the payment process. However, Sindh High Court shall not be held responsible for any act of the Office of A.G Sindh which is according to rules & Standard Operating Procedures (SOPs) of A.G Sindh and Government of Sindh.
8. **Bid Security of 5% of total quoted amount (with all taxes)** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.
9. Bid Security should favour Registrar, High Court of Sindh, Karachi.
10. Sindh High Court believes in honesty, integrity and transparency in procurement. Bidders are advised to report the corruption matters directly to Registrar, High Court of Sindh, Karachi (registrar@sindhhighcourt.gov.pk), if they are asked to give gifts/ bribe/ cash/ etc. for receiving cheques/award of tender etc.

Name	
Designation	
Cell Number	
Signature & stamp	

10. Terms & Conditions:

1. **Bidding Method:** **Single Stage-Two Envelopes** method will be adopted for bidding process as per SPPRA Rules. Bidders are required to submit separate technical & financial proposal.
2. **Qualification/ Eligibility:** Bidders are bound to submit copies of all documents as mentioned in Eligibility Criteria Section, in order to establish their eligibility to participate in bid. In case of non-availability of required documents, bidder may be disqualified.
3. **Release of Bid Security:** 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.
4. **Late Bids:** Sindh High Court shall not consider any bid that arrives after the deadline for submission of bids, as reflected in NIT. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned

unopened to the Bidder.

5. **Responsive Bids**: A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. Non-responsive Bids shall not be considered. Bidders are advised in their own interest to prepare their bids as per format, requirements, terms & conditions, mentioned in bid documents. Bidders are also advised to submit soft and hard copies of all required documents along with their bids.
6. **Award of Contract**: Sindh High Court may award the Contract to the **technically qualified Bidder** whose offer has been determined to be the lowest bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
7. **Notification/ Purchase Order for Award of Contract**: Prior to the expiration of the period of bid validity, Sindh High Court will notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the purchase order/ notification of award shall constitute a binding Contract.
8. **Performance Security**: The bid security of successful bidder will be released after submission of Performance Security equal to **5% of total cost of contract**.
9. **Release of Performance Security**: Performance Security shall be released after successful delivery of goods and issuance of satisfactory certificate from Assistant Registrar, Resident-II.
10. **Validity Period**: The procurement contract will be awarded within bid validity period i.e. **90 days** as per SPRRA Rules.
11. **Receiving/Acceptance of Purchase Order**: The vendor will sign the copy of the Purchase Order as acknowledgement. Copy of Purchase Order along with relevant documents must be submitted along with bill.
12. **Delayed Delivery**: 2% penalty of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period.
13. **Inspection**: Physical inspection will be carried out by the Director I.T of this Court. Ordered material is subject to final inspection at the time of delivery.
14. **Quantity Delivered**: Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
15. **Payment Term**: Payment shall not be made in advance before making delivery. Payment shall be issued by the office of A.G Sindh and cheque will be handed over to bidder (s) or his authorized representative (s).
16. **Condition of Goods**: All items must meet in all respects with the specifications & conditions of the Order and must be in good condition & conform to the best industrial quality standards; otherwise they will be liable to be rejected as per rules.
17. **Rejection of Goods**: We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
18. **Disclosure of Confidential Script/Material**: All rights reserve with the SHC and no information either in written/electronic media/copying form should be disseminated

without the permission of the authority.

19. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
20. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
21. **Mistakes in Calculation:** 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 or tax rates.
22. **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per rules. Bidder should keep them updated regarding taxation issues in consultation with the relevant tax regulatory authorities.
23. **Stamp Duty:** Stamp duty will be levied as per rules.
24. **Alternative Bids:** Alternative bids shall not be considered.
25. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and Sindh High Court shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
26. **Rights of Sindh High Court:** Sindh High Court reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
27. **Interest on Late Payments:** No interest shall be paid on late payment if cheque is received late from the Office of A.G Sindh. However, every effort shall be made for timely payments to successful bidders.
28. **Insurance:** The goods supplied under that contract should be fully insured. All cost of insurance shall be paid by the successful bidder. If the goods are not insured then risk if any shall be suffered by the successful bidder.
29. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
30. **Termination of Contract:** SHC may terminate the contract, if the successful bidder fails to supply all or parts of goods within definite time or fails to perform any other obligations of contract or bidder has failed to submit performance security or bidder has involved in fraud/ corruption.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

11. Sample of Contract (must be submitted on stamp paper)

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY & INSTALLATION OF COOLING SYSTEM FOR SERVER ROOM/ DATA CENTER OF I.T DEPARTMENT, SINDH HIGH COURT, KARACHI.

This Deed of Agreement is made and entered into on _____ day of _____ 2021

BETWEEN

Sindh High Court Establishment through _____ having its Office at High Court of Sindh, Saddar, Karachi, (here in after called SHC which term shall include its successors and assigns) on the **One Part.**

AND

_____ having its office at _____ (here in after called SUPPLIER which term shall include successors and assigns) on the Other Part.

And whereas SHC desires to procure complete CRAC/Precision Air Conditioner Unit for Data Center/ Server Room of I.T Department, Sindh High Court, Karachi, as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas SUPPLIER expresses his desire to provide the same as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas Supplier has represented that it is a professional and has the technical expertise, experience and resources to provide the goods as per specifications/ requirements, mentioned in tender documents.

Whereas on the basis of the Supplier's representations, SHC has agreed to purchase the same, in accordance with the terms and conditions mentioned in tender document and this Agreement.

Now, therefore in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Now this deed of agreement witness the terms and conditions as follows :

1. That the Agreement shall come into force immediately and shall remain valid till complete delivery of goods.
2. That the quality and quantity of Complete Cooling System shall be as per specification/ requirements mentioned in tender document.
3. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document.
4. That SUPPLIER shall be fully responsible for delivery of Complete Cooling System in good condition at the Stores of SHC through delivery dockets in triplicate.
5. That Director I.T shall inspect the Complete Cooling System and reserves the right to reject the same if the representative(s) considers those to be inferior quality to the

- approved specifications.
6. That Cooling System rejected by Director I.T shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
 7. That SHC reserves the right to change the quantity of items as per availability of budget and rules.
 8. That SUPPLIER shall indemnify SHC in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e., SUPPLIER.
 9. That cost of transportation, or any other incidental charges, if required in connection of the delivery of Complete Cooling System shall be borne by SUPPLIER, as per rules.
 10. That bills submitted by SUPPLIER shall be forwarded to A.G Sindh by SHC. SUPPLIER shall be responsible to submit copies of relevant documents along with bill in coordination with Office of Budget Branch of SHC.
 11. That all taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
 12. That all government taxes shall be applicable as per rules.
 13. That Bid Security shall be released after submission of Performance Security of 5% of contract price.
 14. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
 15. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement.
 16. That In the event of any question or difference or dispute whatsoever arising between the Parties under or in connection with this Agreement or any provision herein contained or its constructions hereof, or as to any matter in any way connected therewith or arising therefrom which cannot be resolved amicably shall be referred to arbitration and finally settled by three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators, in accordance with the Arbitration Act, 1940. The language of arbitration shall be English and the venue of the arbitration shall be Karachi. The decision of the arbitrators shall be final and binding on the Parties who shall give full effect thereto. Any judgment may be entered upon the award in any competent court having jurisdiction.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above _____, **HIGH COURT OF SINDH** M/s.

SIGNATURE & OFFICIAL STAMP
STAMP

SIGNATURE & OFFICIAL

12. Format of undertaking (to be submitted on stamp paper):

Undertaking must be as per following format, otherwise the same shall be rejected

We, _____ located at _____ do hereby undertake/ declare on Oath at under:-

1. That we are not black listed from any government/ semi government/ autonomous/ private or any other national or international organization since the date of operation.
2. That we are not defaulter with any bank or financial institution.
3. That we have not provided any false/ misleading information to High Court of Sindh.
4. That we will provide all required documents in both hard and soft form as per flagging mentioned in tender documents.
5. That we will submit objection (s) if any within 3 calendar days of uploading of report and as per mechanism mentioned in tender document.
6. That we will follow the tender process and all the terms and conditions mentioned in tender documents in its letter & spirit.
7. That we will be bound to download Bid Evaluation Reports from the Official Website of Sindh High Court as and when uploaded and Sindh High Court shall not be responsible in case the same are not download by us.
8. That our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
9. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.
10. 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:	
Designation:	
Signature & stamp	
Date	

13. Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

M/s. _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. _____ 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s. _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[High Court of Sindh]

[M/s. _____]