

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT (FREE OF COST)

FOR THE FINANCIAL YEAR 2020-2021

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

Dated: 08-02-2021

Supply & Installation of Standard Photostat Machine, Heavy Duty Photostat Machine and Multi-Function Heavy Duty Photostat Machine for High Court of Sindh, Karachi.

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Valid & Active Vender ID of A.G Sindh	
Official Whatsapp No	
Official E-mail Id	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

Chairman, Procurement Committee	
Member, Procurement Committee	Member, Procurement Committee

Tender Reference No. _____

Dated _____

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply & Installation of Standard Photostat Machine, Heavy Duty Photostat Machine and Multi-Function Heavy Duty Photostat Machine for High Court of Sindh, Karachi.”**, as a Bid, sealed in _____ an _____ envelope. Mr. _____ holding CNIC 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:

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1. Scope of Work:

Dear Tenderer:

SHC is looking for the **supply and installation of Photostat Machines** on **LOT WISE BASIS** for High Court of Sindh, Karachi.

Description	Date & time of Submission of Bids	Date & time of Opening of Bids
Supply & Installation of Standard Photostat Machine, Heavy Duty Photostat Machine and Multi-Function Heavy Duty Photostat Machine for High Court of Sindh, Karachi.	On or before 26 th February, 2021 at 10:30 a.m.	On 26 th February, 2021 at 11:00 a.m.

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 soft copies of scanned tender documents and tax registration certificates. 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.

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 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.

It is undertaken that it is our responsibility to download 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) working days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

5. Preliminary Examination of Bids:

Procurement Committee 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 as per rules. 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 subject to rules.

6. Financial Evaluation of Eligibility & Technical Qualified Bid(s):

Financial Evaluation of eligibility and technically qualified Bid (s) shall be done on LOT WISE BASIS as per format of financial proposal of this tender document. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically bidder (s) 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:

Hard Copies (print out) of following documents are mandatory.

S.No	Eligibility Criteria	Flag-A
1	Complete filled, signed & stamped Tender Document.	Flag-B
2	Relevant Tax Registration Certificates (GST & NTN)	Flag-C
3	Dealership Certificate of the product which is being offered to Sindh High Court In case of non-availability of dealership certificate, complete tender shall be rejected.	Flag-D
4	Copies of at least SIX (06) Purchase Orders along with work completion certificate/ delivery challan of similar items during the last three years. Minimum One (01) for each year (2018, 2019 & 2020) or (2017, 2018 & 2019) is mandatory. Purchase Orders without proof of delivery within the required time period shall not be considered under any circumstance.	Flag-E
5	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. (As per format given at the last page of tender document. Undertaking on any other format shall not be considered under any circumstance.)	Flag-F

6	<p>Financial turnover (Sales Revenue) of at least Rs. 2 million per year during the last three years. Authenticated financial statements are required & mandatory. Financial turnovers without authenticated financial statements shall not be considered under any circumstances. Please be informed that bank statements cannot be considered as financial statements.</p>	Flag-G
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Soft Copies (CD/DVD/USB) of following documents are mandatory.

S.No	Eligibility Criteria	Available (Yes or No)
1	Complete filled, signed & stamped Tender Document	
2	Relevant Tax Registration Certificates (GST & NTN)	

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:	
Designation:	
Signature & stamp	

7.1. Details of Purchase Orders of Photostat Machines

1. Please be informed that Purchase Orders without proof of delivery within the required time period shall not be considered.
2. Following table is very important. Boxes of this table should not be left blank without any reason.
3. Tender document shall not be considered in case; the required information sought in following table is intentionally or unintentionally not provided/ hidden.
4. Please use extra sheets if so required.

S.No	Purchase Order issued by (Name of Organization)	Date of Purchase Order	Name & Contact Number for Verification of PO	Did you deliver within the required time period as mentioned in purchase order/tender documents? (YES or NO). If your answer is "NO" then mention reason of late delivery
1		____ - ____ -2017		
2		____ - ____ -2017		
3		____ - ____ -2018		
4		____ - ____ -2018		
5		____ - ____ -2019		

6		____ - ____ -2019		
7		____ - ____ -2020		
8		____ - ____ -2020		

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

Please be informed that cash credit in bank account cannot be considered as financial turn over. Financial turnover means sales revenue which can only be verified from authenticated financial statements. Hence, bidders are advised in their own interest to submit authenticated financial statements else they may be disqualified from tender.

S.No	Financial Year	Turnover/sales revenue (Rs.) in figure	Turnover/sales (Rs.) in words
1	2017		
2	2018		
3	2019		
4	2020		

7.3. Details of Official Bank Account of Bidder

(Bank Account Number must be registered with A.G Sindh as valid & active Vendor)

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	
Available Balance Rs.	

7.4. Details of Dealership Certificate

Date of issuance of Dealership Certificate	
Date of expiry of Dealership Certificate	
Dealership Certificate Number	
Dealership Certificate issued by	

7.5. Details of Main Clients of Firms

S. No.	Name of Client	Name of Focal Person	Contact Number
1			
2			
3			
4			
5			
6			

7.6. Details of Technical Team of Bidder

S. No.	Name of Staff	Designation	Contact Number/ email address
1			
2			
3			
4			
5			

8. Desired Specifications of Sindh High Court:

Bidders are required to submit lot wise technical proposal as per following format. Technical Proposal submitted on any other format shall be rejected being non-responsive. Brochure/ manual must be submitted with technical proposals.

LOT NO. 1

<u>STANDARD PHOTOSTAT MACHINE</u>		
	Requirements of Sindh High Court	Specifications offered by Bidder
1	Brand	Canon or imported / equivalent standard
2	Type	Sealed Pack & Original Machine
3	Copy per minute	25 to 30 CPM or above
4	Paper Size	Copy & Original Size upto A3.
5	Paper Input	Separate trays for A4 and legal Papers with minimum 250 sheets of each tray. One Standard tray with minimum 250 sheets.
6	System Memory	4 GB
7	System Storage/ SDD	SSD 256 GB
8	RADF	Required
9	Wireless Connectivity	Computers and mobile devices can be connected wirelessly with Photostat Machine. All required accessories/components/ kits/ software must be provided and included in cost of machine.
10	Cost Effect & Economical Machine	Bidders are directed to furnish list & cost of consumable items to prove their claim that their machine is cost effective and economical machine. (Must be attached with technical proposal)

11	Accessories	With installation, all accessories, and consumable parts	
12	Warranty	One (01) Year Warranty with parts, labor and on site. Free quarterly service for one year on site.	

LOT NO. 2**HEAVY DUTY PHOTOSTAT MACHINE**

Requirements of Sindh High Court		Specifications offered by Bidder
1	Brand	Canon or imported / equivalent standard
2	Type	Sealed Pack & Original Machine
3	Copy per minute	50 CPM or above
4	Paper Size	Copy & Original Size upto A3.
5	Paper Input	Separate trays for A4 and legal papers with minimum 500 sheets of each tray. One standard tray with minimum 500 sheets.
6	System Memory	4 GB
7	System Storage/ SDD	SSD 256 GB
8	RADF and ADU	Required
9	Wireless Connectivity	Computers and mobile devices can be connected wirelessly with Photostat Machine. All required accessories/components/kits/ software must be provided and included in cost of machine.

10	Cost Effect & Economical Machine	Bidders are directed to furnish list & cost of consumable items to prove their claim that their machine is cost effective and economical machine. (Must be attached with technical proposal)	
11	Accessories	With installation, all accessories, and consumable parts	
12	Warranty	One (01) Year Warranty with parts, labor and on site. Free quarterly service for one year on site.	

LOT NO. 3**HEAVY DUTY PHOTOSTAT MACHINE WITH MULTI FUNCTIONS**

	Requirements of Sindh High Court		Specifications offered by Bidder
1	Brand	Canon or imported / equivalent standard	
2	Type	Sealed Pack & Original Machine	
3	Copy per minute	50 CPM or above	
4	Paper Size	Copy & Original Size upto A3.	
5	Paper Input	Separate trays for A4 and legal papers with minimum 500 sheets of each tray. One standard tray with minimum 500 sheets.	
6	System Memory	4 GB	
7	System Storage/ SDD	SSD 256 GB	
8	RADF and ADU	Required	

9	Wireless Connectivity	Computers and mobile devices can be connected wirelessly with Photostat Machine. All required accessories/components/kits/ software must be provided and included in cost of machine.	
10	Fax	Required All required accessories/components/kits/ software must be provided and included in cost of machine.	
11	Scanner	Required All required accessories/components/kits/ software must be provided and included in cost of machine.	
12	Cost Effect & Economical Machine	Bidders are directed to furnish list & cost of consumable items to prove their claim that their machine is cost effective and economical machine. (Must be attached with technical proposal)	
13	Accessories	With installation, all accessories, and consumable parts	
14	Warranty	One (01) Year Warranty with parts, labor and on site. Free quarterly service for one year.	

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

Bidders are required to submit LOT WISE financial proposal (s) as per following format. Financial Proposal (s) submitted on any other format shall be rejected being non-responsive.

STANDARD PHOTOSTAT MACHINE		
Make & Model	Unit Price without GST Rs. (in figures) including transportation & installation	Unit Price without GST Rs. (in words) including transportation & installation
Please do not write anything here	Please do not write anything here	Please do not write anything here

HEAVY DUTY PHOTOSTAT MACHINE		
Make & Model	Unit Price without GST Rs. (in figures) including transportation & installation	Unit Price without GST Rs. (in words) including transportation & installation
Please do not write anything here	Please do not write anything here	Please do not write anything here

HEAVY DUTY PHOTOSTAT MACHINE WITH MULTI FUNCTIONS		
Make & Model	Unit Price without GST Rs. (in figures) including transportation & installation	Unit Price without GST Rs. (in words) including transportation & installation
Please do not write anything here	Please do not write anything here	Please do not write anything here

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 keep this in mind and quote prices by considering all the factors and time period.
4. No extra charges shall be paid for transportation, installation, testing, commissioning etc. Hence, unit price of item should be inclusive of all charges without GST.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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. Sample of Calculation of Bid Security (along with financial proposal)

- Bid Security of 5% of total quoted amount (without GST)** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.
- Bid Security should favour Registrar, High Court of Sindh, Karachi.

Lot No.	Make & Model of Quoted Item	Unit Price without GST Rs.	Quantity	Amount without GST Rs.
1	Please do not write anything here	Please do not write anything here	Please do not write anything here	Please do not write anything here
2	Please do not write anything here	Please do not write anything here	Please do not write anything here	Please do not write anything here
3	Please do not write anything here	Please do not write anything here	Please do not write anything here	Please do not write anything here
	Total Amount (without GST)		Please do not write anything here	
	5% of Total Amount		Please do not write anything here	
	Pay Order Number		Please do not write anything here	
	Pay Order Issuance Date		Please do not write anything here	
	Name of Banker		Please do not write anything here	
	Amount of Pay Order		Please do not write anything here	
	Period of Validity		Please do not write anything here	

11. Terms & Conditions:

1. **Bidding Method:** **Single Stage-Two Envelopes** method will be adopted for bidding process. Bidders are required to submit separate technical & financial proposal.
2. **Qualification/ Eligibility:** Bidders are bound to submit soft and hard 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/ non-flagging of either, soft or hard copy, 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 by Sindh High Court after submission of Performance Security equal to **10% 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 the concerned department.
10. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. 90 days** as per 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. **Delivery Mechanism:** Successful bidder shall deliver the goods within **thirty (30) calendar days** of issuance of Purchase Order. Request for extension in delivery date may be considered subject to approval of the competent Authority. However, in case of rejection of request, bidder shall be bound to deliver goods within 30 calendar days.
13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per week for which the company/firm/agency failed to deliver within the delivery/execution period or the request for extension in delivery time declined by SHC.
14. **Transportation:** Goods will be delivered at High Court of Sindh, Karachi and no extra charges shall be paid for transportation of goods.

15. **Inspection**: Physical inspection will be carried out by the concerned staff members of I.T Branch. Ordered material is subject to final inspection at the time of delivery.
16. **Quantity Delivered**: Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
17. **Payment Term**: Payment shall not be made in advance before making delivery. Kindly do not submit request for advance payment. Kindly quote price by considering all the factors which may impact cost including fluctuation in dollar and time value of money.
18. **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.
19. **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.
20. **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.
21. **Resolution of Differences**: In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
22. **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.
23. **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.
24. **Stamp Duty**: Stamp duty and other taxes will be levied as per rules.
25. **Alternative Bids**: Alternative bids shall not be considered and complete lot and/ or tender may be rejected as per rules.
26. **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.
27. **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.
28. **Interest on Late Payments**: No interest shall be paid on late payment if cheque is received late from the concerned office. However, every effort shall be made for timely payments to successful bidders.
29. **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.
30. **Warrants**: Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
31. **Manipulation of Tender Documents**: Any type of alteration/ manipulation/ addition/ deletion of contents of tender documents shall be considered as FRAUD/MISPRESENTATION and bid shall be rejected.
32. **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 undertaken that all the above mentioned terms & conditions have been carefully read and understood and we do not have any objection on the said terms and conditions. We have quoted prices by considering all the above mentioned terms & conditions. It is understood that Sindh High Court reserves the right to take action against our firm in case of violation of any/ all terms and condition before/ during/ after award of tender.

Name:	
Designation:	
Signature & stamp	
Cell No	

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 OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [*Name of Contractor*] 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 department or agency thereof or any other entity owned or controlled by 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]