



HIGH COURT OF SINDH, KARACHI

Tender Reference No. SHC/BUDGET/TENDER/2024-25/III/R&M-HVAC

**TENDER FOR THE REPAIR AND MAINTENANCE OF HVAC EQUIPMENT
INSTALLED AT THE HIGH COURT PREMISES AND HON'BLE JUDGES'
RESIDENCES**

Dated: 18.12.2024

TENDER DOCUMENT FOR THE FINANCIAL YEAR 2024-2025

**For General Information & Queries Contact Mr. Ghulam Qadir Sario, J.O.A,
Phone No. 021 99203151-9 Ext-295, Fax No. 021-99204126.
Office of the Director General (Finance & Accounts), High Court of Sindh, Karachi
Court Rd, near Passport Office Saddar & Sindh Secretariat, Saddar Karachi,**

Contents

1. Introduction & Instruction	4
2. Principles of Procurement:	4
3. Clarification and Modification of Bidding Documents:.....	4
4. Objection(s) on Bid Evaluation Reports:	5
5. Mandatory Qualification/ Eligibility Criteria (Part-I):	5
6. Preliminary Examination (Technical) of Bids (Part-II & III):	6
7. Financial Evaluation: -	8
8. Sample for Financial Proposal/ BOQ: -	12
9. Terms & Conditions: -.....	13
9. (INTEGRITY PACT).....	16

Tender Reference No. _____ Dated ___ - ___ -2024

BID SUBMISSION LETTER

To

The Learned Registrar,
Sindh High Court,
Karachi.

Subject: Submission of Bid for the Repair and Maintenance of HVAC Equipment installed at the High Court Premises and Hon’ble Judges ‘Residences.

Respected Sir,

We, the undersigned, are pleased to submit our proposal for the tender titled “**Repair and Maintenance of HVAC Equipment Installed at the High Court Premises and Hon’ble Judges’ Residences.**” Enclosed within these sealed envelopes (Separate Envelope of Technical Proposal, Financial Proposal & Bid Security) is our comprehensive bid document. We further authorize Mr. _____, holding CNIC No. _____, to represent our organization and attend all bid-related meetings and proceedings on our behalf.

We acknowledge and accept that the Sindh High Court reserves the absolute right to accept or reject any proposal at its discretion and may annul the bidding process without providing any reason or explanation. We also affirm that the decision of the Purchase Committee shall be final, binding, and immune from any challenge on any forum. Furthermore, the Purchase Committee shall not bear any liability for losses or damages incurred by any party relying on its decisions.

We thank you for the opportunity to participate in this process and assure you of our commitment to delivering services of the highest standard.

Sincerely,

Name: _____

Designation: _____

Company Name: _____

Date: _____

**No need to print this on company letter head.*

1. Introduction & Instruction

The Sindh High Court (SHC), the apex judicial authority of the Sindh province, invites sealed proposals from qualified and experienced HVAC&R firms/companies to provide comprehensive services for the repair and maintenance of HVAC&R mechanical equipment and exhaust systems.

The scope of work includes routine and annual maintenance, repairs, and overhauling of equipment to ensure optimal performance efficiency and 100% serviceability. These services must be delivered by technically skilled, proven, and experienced personnel, available in three shifts (seven days a week), to meet the highest standards.

Interested firms/companies are required to submit detailed **Technical and Financial Proposals** for an annual Repair and Maintenance contract. The duration of the contract (through Service Level Agreement **SLA**) will be one year, with a focus on ensuring uninterrupted functionality and efficiency of the HVAC&R units/equipment at the High Court Premises and Hon'ble Judges' Residences.

Purpose and Scope	Tender For the Repair and Maintenance of HVAC Equipment Installed at The High Court Premises and Hon'ble Judges' Residences
Last Date & Time of Submission of Bids	Thursday, January 09, 2025 at 11.00 a.m.
Date & Time of Opening of Bids	Thursday, January 09, 2025 at 11.30 a.m.
Bid Opening Location	Office of the Director General (Finance & Accounts)

2. Principles of Procurement:

Sindh High Court believes in fair, open, transparent and corruption free tender process. It is ensured that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to our organization. Hence, bidders are directed to provide soft & hard copies of all required documents as mentioned in “**Eligibility Criteria**”. We strictly follow “No Gift Policy” and do not favor any bidder. Any influence for winning the tender will disqualify the bidder from the tender process and bidder may be black listed for the life time subject to rules.

3. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared as per rules. Clarifications (if any) for contents of bidding documents may be sent to the Procurement Committee comprising D.G (F&A), D.R (Accounts) and Nominee from other department 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.

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. Mandatory Qualification/ Eligibility Criteria (Part-I):

Bids that are disqualified or deemed non-responsive in this section will not be eligible for further evaluation. Hard copies (printouts) of the following documents are mandatory.

S #	Eligibility Criteria	Requirement	Attached Yes/No
1	Complete (Every Page) filled, signed & stamped Tender Document.	MANDATORY (Valid Certificates from concerned regulator / authority required)	
2	Registration with relevant tax/ regulatory authorities i.e. a. PEC Registration; i. Valid registration certificate with Pakistan Engineering Council in the field of specialization code (ME01 / ME06) having category C6 or above. b. Registration with; i. Income Tax Department/FBR (NTN Certificate) ii. Sales Tax Department/FBR (GST Certificate) iii. Registration with Sindh Revenue Board SRB (SNTN Certificate)		
3	The bidder should have fully operational Office (preferably Head office) having sufficient nos. of Engineers / Technicians in Karachi and also details of work shop facility along with pickup van.		
4	The bidder should have at least 3 Number of HVAC & R Projects in Govt./ Judicial Sector in the last 3 years. (Copies required)		
5	Affidavit on stamp paper of Rs. 200/- duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government		
6	Average annual turnover in preceding 3 financial years should not be less than Rs. 10 million demonstrated through income tax returns / Audited statement of Accounts.		
7	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped along with the required brochure/ technical data etc.		

6. Preliminary Examination (Technical) of Bids (Part-II & III):

Procurement Committee 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.

Part-II (Technical Evaluation Criteria)

S. No.	Particulars	Marks Allocation	Criteria	Marks	Obtained Marks
1	Year of Establishment of Firm/Company	10	i. 1-3 Years	3	
			ii. 4-6 Years	5	
			iii. 7-9 Years	7	
			iv. 10 and above Years	10	
2	Workshop, Tools & Plants, and Vehicle Facility	15	i. Workshop	5	
			ii. Vehicle (Model \leq 5 Years)	5	
			iii. List of Tools and Plants	5	
3	Operation/Maintenance Contracts (HVAC & R, Mechanical, Kitchen Equipment)	20	i. 1-2 Years	10	
			ii. 3-4 Years	15	
			iii. 5 and above Years	20	
4	List of Engineers/Technical Staff (150 Staff)	10	i. 70-80	2	
			ii. 81-100	4	
			iii. 101-140	6	
			iv. 150 and above	10	
5	Valid Registration Certificate (PEC)	5	i. C6	2	
			ii. C5	3	
			iii. C3/C4	5	
6	Litigation History of the Firm	5	i. No Litigation (at Present)	5	
			ii. Blacklisted/Ongoing Litigation	0	
7	Penalty/Fine Imposed	5	i. No Penalty	5	
			ii. 1 Penalty	3	
			iii. 2-3 Penalties	2	
			iv. 4 and above Penalties	0	

8	Financial Standing/Status of Firm		A. Income Tax Paid (Last 5 Years)		
		10	i. < Rs. 3.0 million/year	3	
			ii. Rs. 4-5 million/year	5	
			iii. Rs. 6-8 million/year	7	
			iv. Rs. 9 million and above/year	10	
			B. Average Annual Turnover (Last 5 Years)		
		10	i. ≥ Rs. 12.0 million (A Class)	10	
			ii. Rs. 5.0-11.0 million (B Class)	7.5	
			iii. ≤ Rs. 5.0 million (C Class)	5	
			C. Financial Standing		
		5	i. Last 3 Years Net Worth Statement	2	
			ii. Minimum Funds Available (≥ Rs. 25 million)	3	
9	Valid Registration Certificates (GST, SST, Income Tax, etc.)	5	i. Yes	5	
			ii. No	0	
Total Marks		100			
Passing Marks (subject to successful clearance of PART-I)		70			

Part-III

LIST OF REQUIRED HVAC & R STAFF

The minimum staff which must always be made available at the site by the contractor is as under:

S.No.	Designation	Qualifications	Experience	Documents Submitted	Meeting Requirement	Required Quantity
1	Site Supervisor	B.Tech/DAE Elect or Mech	05-year Building In charge Experience	YES / NO	YES / NO	01 No.
2	Supervisor HVAC	DAE/Vocational Training (HVACR) 2-3yrs Experience	2-3yrs Experience	YES / NO	YES / NO	01 Nos.
3	AC Technicians	DAE/Vocational Training 1-2yrs Experience	1-2yrs Experience	YES / NO	YES / NO	04 Nos
4	Helpers	NR	NR	NR	NR	04 Nos.

Total Staff Required: 10 Nos.

Note: - All the above are mandatory requirements. Non-compliance with any of the above will render the bidder non-responsive.

7. Financial Evaluation: -

Financial Evaluation of eligibility/technical qualified Bid (s) shall be done on, as mentioned in financial proposal. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest bid subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents and as per rules.

a. List of Equipment/Installations

(Site visit is recommended prior to submission of tender documents to analyze the magnitude of work)

S. No	Unit Name	Qty.
High Court Premises		
1	Split AC 2Ton	220
2	Split AC 1.5 Ton	35
3	Refrigerator	55
4	Water Dispenser	36
5	Water Cooler	01
6	Water Chiller	01
Hon'ble Judges' Residences located at Karachi		
1	Split AC Inverter and Non-Inverter (1Ton, 1.5 Ton & 2 Ton)	44
2	Water Cooler (60 to 80 ltr)	21
3	Water Dispenser	42
4	Fridge and Dispenser	63

Note; The number of Split AC Units may be increased or decreased as per the rules and requirements."

b. Specific Services Data for Split AC & Allied Equipment

The Contractor shall provide smooth operation and services.

1. The Contractor shall ensure that the Contractor's Personnel attend to any instruction or call from the High Court of Sindh immediately upon such communication, and in any event, not later than thirty (30) minutes. The Contractor's Personnel shall obtain confirmation or approval from the High Court's authorized representative before execution of services.
2. The Contractor's Personnel shall carry out a complete daily general check of the entire equipment and immediately convey any abnormality in electrical, electronics, mechanical, or civil installations. Immediate arrangements shall be made to rectify such abnormalities. The operator will also look after the operation of the entire equipment and report to the **In-Charge A.R Resident-II**.
3. The Contractor shall attend maintenance or repair work on a priority basis even after office hours or on holidays/Sundays, as warranted due to exigencies/emergencies, and ensure the smooth operation of the entire equipment in the minimum possible time. The contractor's site engineer or supervisor shall inform the High Court's **In-Charge A.R**

Resident-II well in advance about any maintenance, repair, or service work scheduled outside office hours or on holidays so that necessary security arrangements and access for the contractor's staff can be made.

4. The Contractor shall carry out a complete general check of the entire equipment at least twice a month, during which defective parts shall be replaced with new ones, if required.
5. Routine maintenance will not be limited to the working schedule. The contractor shall carry out additional repair, maintenance, operation, and services to ensure the upkeep of equipment as and when required.
6. In case of any fault caused by the contractor, liquidated damages may be deducted from the contractor's bill. These may be waived at the sole discretion of the High Court of Sindh if justified.
7. A penalty of Rs. 500/- (Rupees Five Hundred only) per occurrence per day will be imposed for the non-operation of any single unit of Split AC, Cassette-type AC, Floor-standing AC, Water Dispenser, or Water Cooler due to any reason. The penalty may be deducted from the contractor's bill and may be waived at the sole discretion of the High Court of Sindh.
8. An adequate number of qualified, experienced, and trained resources shall be deployed by the Contractor on-site to perform the services. Resources deployed must be qualified, trained, and experienced in their respective areas and capable of performing services to the satisfaction of the High Court of Sindh. The bio-data and police verification of each personnel must be submitted prior to deployment.
9. The Contractor shall submit a fitness certificate regarding the performance and excellent condition of complete equipment along with the monthly bill.
10. The Contractor's Personnel shall immediately report to the Contractor and the High Court of Sindh if a fault is beyond their capability.
11. Consumable materials like cleansing materials, kerosene, normal lubricants, grease, nuts, bolts, washers, cotton, dusters, cleaning brushes, vacuum cleaner tools, etc., will be arranged by the Contractor at its own expense, with no extra payment made by the High Court of Sindh.
12. Imported/local spare parts, as specified in para 18 below, will be provided free of cost by the High Court of Sindh (shall be arranged by **In-Charge A.R Resident-II**) to the Contractor for replacement during normal/general overhauling or breakdown maintenance of equipment.
13. The Contractor must maintain sufficient stock of spare parts for the immediate replacement of defective parts to avoid interruption in the smooth operation of equipment.
14. The Contractor shall carry out the services in accordance with professional codes and instructions, using skilled labor under the direction of an experienced engineer-in-charge and in line with the service manual of the supplier/manufacturer. The Contractor's Personnel shall provide servicing for all equipment. No alterations or modifications to existing equipment shall be made without prior written approval from the High Court of Sindh.

15. No Contractor’s personnel shall leave the site without handing over charge to the next shift. Contractor’s supervisors are required to hand over charge by signing the shift report/log sheet.
16. The Contractor’s Engineer-in-Charge/Supervisor shall visit the site twice a week for inspection of complete equipment and provide necessary guidance to address any slackness or variations.
17. The Contractor shall arrange, at their own cost, a minimum of two sets of apparatus, such as tool kits, welding plants, vacuum pumps, and sufficient quantities of gases.
18. **In-Charge A.R Resident-II** of The High Court of Sindh will provide the following items:
 - Compressor
 - Indoor and Outdoor Motors
 - Circuit Breakers
 - Electric Wires
 - Condenser
 - Electronic Circuit (PCB) Cards
 - And other spare parts of Split AC (Inverter/Non-inverter) if Required
 - Parts of Refrigerators, Water Dispensers, and Water Coolers

19. The Contractor shall be responsible for the following works:

S.NO	Jobs
1.	Master Service per AC (Annually)
2.	Normal service per AC (Monthly)
3.	Diagnostic charges
4.	Labor charges for filling of Gas
5.	Charges for gas per kg
6.	Charges for invertor gas per kg
7.	Labor charges for replacement of Capacitor.
8.	Cost of capacitor all type Fuji
9.	Labor charges for replacement of Circuit
10.	Cost of circuit (circuit repairing)
11.	Recondition compressor
12.	Labor charges for replacement of Compressor inclusive of old Compressor
13.	Installation of AC charges
14.	Dismantle of AC charges
15.	Copper pipe for 2 ton AC per fit

16.	Copper pipe for 1 and 1.5 ton AC per fit
17.	U-band
18.	Valve charges for 2 ton AC
19.	Valve charges for 1.5 and 1 ton AC
20.	Compressor Cable
21.	Appropriate gauge power cable (RFT)
22.	Blower Motor
23.	Flyer Maintenance Charges
24.	Supply of Areo Flex
25.	Drain Maintenance
26.	AC- Wiring Repair
27.	Supply of Union-3/8
28.	Compressor Wiring (RFT)
29.	AC Wiring Repair
30.	Supply of Union - 3/8
31	Gas Charging (Labor)
32	Repairing of Evaporator Coils
33	Repairing/Replacement of Electronic Circuits
34	Repairing of Condenser
35	Replacement of Capacitors
35	Repair/Replacement of Valves
36.	Repair of Refrigerator, Water Dispenser, Water Cooler/Chiller

Note: **Working Timing**

- **For High Court Premises:**
 - 08:00 AM to 04:00 PM (Only Working Days)
- **For Hon'ble Judges' Residences:**
 - 24 Hours a Day (Seven days a week, including all gazetted holidays/365 Days)

8. Sample for Financial Proposal/ BOQ: -

Bidders must quote rates after analyzing 7(a). List of Equipment/Installations & 7(b). Para 19: Specific Services Data for Split AC & Allied Equipment."

S.No.	Description	Total Monthly Cost Inclusive of all Taxes, Wages of Staff and Profit (PKR)
1	Repair and Maintenance of HVAC&R Equipment installed at the High Court Premises and Hon'ble Judges' Residences	
In Words (Monthly):		

Note:

- Prices quoted should be firm and fixed for the term of the contract period.
- The BOQ is to be read in conjunction with the Scope of Work. All the equipment and allied equipment are presumed to be covered under the amount quoted here in. Any additional manpower required over and above the quantity mentioned in scope of work will be charged at the same rate.
- Payments will be made on a monthly basis, and no advance payments shall be made.

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

9. Terms & Conditions: -

(i) Signing of Contract Agreement: The company/firm/agency will sign the contract agreement as acknowledgment.

(ii) Services Deliverable: All services must be executed as specified in entitlement/authorization. Non-compliance with this condition renders the services liable to non-acceptance.

(iii) Duration: The period of execution will be identified in the Contract Agreement for ONE year, extendable on mutual agreement and subject to satisfactory performance.

(iv) Place of Services: As specified in the contract agreement unless otherwise informed accordingly.

(v) Poor Performance: Liquidated damages of 2% of the total amount will be imposed per month for which the company/agency failed to deliver as per standard or in accordance with the entitlement/authorization.

(vi) Service Execution: Competent Authority reserves the right to change/alter/remove/reduce/enhance services with or without financial impact; without assigning any reason and the agency/company will abide by the instruction(s).

(vii) Condition of Services: The services in all respects must meet the requirements of the contract agreement and be in an acceptable format; otherwise, they will be liable to rejection.

(viii) Stamp Duty: Stamp duty of 0.3% for services against the total value of work will be levied accordingly.

(ix) Rejection of Services: The High Court of Sindh reserves the right to cancel any or all the services if they are not in accordance with the specifications or if the execution of services is delayed.

(x) Termination: Upon termination of this agreement, the agency shall be permitted to withdraw all its liabilities, liens, dues, devices, equipment, and manpower which may have been placed at any time.

(xi) Advance Payment: Advance payment is subject to a Bank Guarantee.

(xii) Submission of Bills/Invoices: Invoice/bill & Delivery Advice should be submitted to the I/c. A.R Resident-II.

(xiii) Arbitration: In case of any dispute, difference, or question which may arise between the parties hereto, it shall be referred to the Registrar of the High Court of Sindh and dealt with rules.

(xiv) Bid Security: 2% Bid Security must be deposited along with the Tender Form in the shape of PAY ORDER/DEMAND DRAFT only in the name of the High Court of Sindh.

(xv) Price/Rate: Price/rate must be quoted in the Financial Proposal only and submitted in a sealed envelope.

(xvi) Performance Security: The successful bidder should provide 5% Performance Security of the total value of the Work Order in the form of Pay Order or Bank Guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work/Contract/Warranty, whichever is the longest.

(xvii) Rules, Regulations & Policies: All rules, regulations, and policies will be governed in accordance with the SPPRA.

(xviii) General Sales Tax: General Sales Tax will be paid on applicable items only by the company/firm/agency.

(xix) Government Tax(es), Levy(ies), and Charges(s): These will be charged at actual rates as per SRO.

(xx) Validity of Bid: Validity is for ninety (90) days.

(xxi) Rights: The High Court of Sindh reserves the right to accept or reject any or all tenders or terminate proceedings at any stage in accordance with the rules and regulations framed by SPPRA.

(xxii) Tender Document: Tender Document is available at the designated office of the High Court of Sindh.

(xxiii) Submission of Documents: The last date for tender submission is as specified in the Tender Document.

(xxiv) Opening of Tender: The tender will be opened as specified in the Tender Document.

(xxv) Minimum Qualifying Percentage: The minimum qualifying percentage is 70%.

(xxvi) Envelopes: Separate envelopes for the Technical Proposal, Financial Proposal, and Bid Security should be further enclosed in a single envelope, with the company seal affixed on the opening flaps.

(xxvii) Taxes: All Government taxes (including Income Tax and Stamp Duty), levies, and charges will be charged as per applicable rates/denomination of the Purchase/Work Order.

(xxviii) Award of Contract: The contract will be awarded on a lump sum basis.

(xxix) Rights to Remove: The High Court of Sindh reserves the right to remove any area of service as per requirements.

(xxx) Material Supply: Material/Parts required for operation and maintenance shall be supplied by the contractor "only" after prior approval from the I/c A.R Resident-II of the High Court of Sindh. The cost of material shall be charged in accordance with the prevailing market rate with 15% service charges.

(xxxix) Working Timing:

- a) **For High Court Premises:** The current prevailing office time is as follows: 08:00 A.M to 04:00 P.M (Only on Working Days).
- b) **For Hon’ble Judges’ Residences:** 24 Hours a Day (Seven days a week including all gazetted holidays/365 Days).

(xxxix) Continuity of Service: The successful bidder, while taking over the site, will ensure continuity of services. In case of any disruption, a fine of 20% of the first monthly bill may be imposed by the High Court of Sindh.

(xl) Health & Safety: The contractor is responsible for the safety of all its activities, including protection of life and the environment on and off the site. The High Court of Sindh is a no-smoking zone and will not be responsible for any mishap.

(xli) Insurance/Security: Life insurance/security of workers will be the responsibility of the contractor.

(xlii) Child Labor: All staff must have CNIC, and child labor is strictly discouraged.

(xliii) Character Certificate: The contractor must provide character certificates for all workers.

(xliiii) Manipulation of Tender Documents: Any type of manipulation/ alteration/ changes in tender document by the bidder for favoring the bidder shall not be tolerated under any circumstances and bid shall be rejected being non-responsive.

(xlv) Bidding Method: Single Stage- Two Envelope method will be adopted for bidding process as per SPPRA Rules.

Note: These Terms & Conditions are an integral part of the contract agreement in addition to other clauses/articles.

It is hereby certified that rates have been quoted after inspecting the samples and all the terms and conditions have been read, agreed upon and signed.

Name:	
Designation:	
Signature & stamp	
Cell No	

9. (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 times 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]