HIGH COURT OF SINDH, KARACHI

TENDER DOCUMENT

No. SHC/IT/TENDER-2024-2025/03

FOR THE YEAR 2024-2025

Dated: 05-05-2025

<u>TENDER FOR</u>: PROCUREMENT OF I.T. RELATED PHYSICAL ASSETS INCLUDING HARDWARE & SOFTWARE FOR HIGH COURT OF SINDH

Contents

3
3
4
5
9
11
14
15
16

1. Introduction

Dear Tenderer:

The SINDH HIGH COURT (SHC) is the highest judicial institution of the province of Sindh. We are interested in **PROCUREMENT OF I.T. RELATED PHYSICAL ASSETS INCLUDING HARDWARE & SOFTWARE** on **LOT WISE BASIS** for High Court of Sindh, Principal Seat Karachi, Bench at Sukkur, Circuit Courts at Larkana & Mirpurkhas, through Single Stage Two Envelope Method. Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from <u>www.sindhhighcourt.gov.pk</u>.

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.
- (b) The bid documents should be submitted in the office of Director General (I.T) Sindh High Court, Saddar, Karachi on or before 24th May, 2025 at 10:45 a.m. and will be opened on the same date and place at 11:30 a.m. in presence of bidders or their authorized representatives who wish to be present as well as the committee constituted for the purpose. In case of any holiday, the tender shall be received/ opened on next working day at the same place and time.
- (c) Date and time of opening of financial proposals of technically qualified bids will be communicated to the bidders in advance.
- (d) Bids must contain **BID SECURITY** of **1% of total quoted price**, in the shape of **"BID SECURITY FORM" or "PAY ORDER"** in favor of REGISTRAR, HIGH COURT OF SINDH.
- (e) The Sindh High Court reserves the right to accept/reject any or all offers subject to rules.

3. Eligibility & Evaluation Criteria

Hard Copies (print out) of following documents are mandatory. The bids disqualified / not responsive to the Mandatory Qualification Criteria as mentioned below shall not be eligible for further Evaluation.

#	Eligibility Criteria
1	Profile of company / firm along with relevant documents.
2	Complete filled, signed & stamped Tender Document.
3	Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer
4	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR Website
5(a)	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.
5(b)	Affidavit stating that company/firm has not been involved in any litigation or has discontinued any work at any institution.
6	 IN CASE OF LOT # 1 & 2 (LICENSED SOFTWARES): The bidder must provide authorization letter.
7	 IN CASE OF LOT NO.3 HEAVY DUTY SCANNER: The Bidder must be authorized partner with the Principal Manufacturer and should provide manufacturer authorization letter. Average Financial turnover of at least Rs. 10 million per annum during the last three years. (financial statements & bank statements are required) The support and Maintenance should be supplied through verifiable distribution channel in Pakistan. <u>MAF</u> (Manufacturer's Authorization Form/Letter) must be submitted. Note: No authorized reseller letter, letter of partnership with any distributor or third party authorization/partnership will be accepted.
8	IN CASE OF LOT # 4 AND 5 (PRECISION COOLING UNIT/ ROOM COOLED PRECISION AIR-CONDITIONING) :
	The bidder must be authorized partner with the Principal Manufacturer and should provide manufacturer authorization letter. <u>MAF</u> (Manufacturer's Authorization Form/Letter) must be submitted.
	Bidders shall provide such evidence as Work orders/projects of at least five successful deployments of similar project (room cooled precision). (Documentary proof must be attached).
	The bidder should have a registered & support office in Karachi.
	The brand quoted should have an operational spares depot in Pakistan to facilitate efficient maintenance and reduce downtime.
	Delivery timeline of proposed product must be within 1 week.

4. Sample of Technical Proposal

Bidders are required to submit lot wise technical proposal as per following format.

TECHNICAL SPECIFICATION

Lot No. 1: MS OFFICE LICENSED SOFTWARE

Lot #	Description	QTY
1	MS Office: Standard Office LTSC Standard 2024 for Windows, MacOS (Macbook Air, iPad Pro) etc.	06

Lot No. 2: ANTIVIRUS LICENSED SOFTWARE

Lot #	Description	QTY
	Antivirus: Licensed Software (Endpoint Protection)	
2	Supportive on for Windows (Windows 10 & above) & MacBook (MacOS Sonoma 14 MacOS, Ventura 13 & above)	300
	Suggested solution should be able to protect and manage mobile devices including iPad pro, windows surface pro etc (iOS 15 till UpToDate iOS 17)	500

Lot No. 3 : HEAVY DUTY SCANNER ADF ALONG WITH LEGAL SIZE FLATBED (ON EX-STOCK BASIS ONLY)

Lot #	Description	LOCATION	QTY
3	HEAVY DUTY SCANNER: ADF A.W. LEGAL SIZE FLATBED (BOTH IN 02 PARTS) ADF Specs: Document Size: ADF Width: min 2.1" x 11", ADF Length: min 2.8" x 17" or higher F.B Specs: Legal Size Feeder Capacity: 100 Sheets Scanning Mode: Simplex, Duplex, Color, Gray scale, B&W, Up to 600 dpi Scanning Speed min @200 dpi: B&W, Gray scale, Color, Simplex: 80 PPM or higher Duplex: 120-160 IPM or higher, Consumable Kit: Necessary Kit like Feed Roller, Pick-up Roller, Retard Roller etc. (1 set) NOTE: Scanners (ADF+FB) must have the capability to Scan documents simultaneously and save in single file. Recommended Brand: Canon or equivalent Warranty: One (01) Year Open Box Warranty from the date of opening of box with 1 year Services (4 times in a year	KHI HYD SUK LAR MPK <u>Note</u> : QUANTITIES MAY BE INCREASED OR DECREASED AS PER AVAILABLE FUNDS)	07 01 01 01 01
	onsite)		

Note: Before opening of financial bid, Bidder is required to provide the demo of the quoted equipment in above lot (i.e. Scanner).

Lot No. 4: CRAC/Precision Cooling Units (ON EX-STOCK BASIS ONLY)

t		Description	LOC-ATION	QT
	integration of CRAC Units outdoor units, piping/duct	items (power cables, power breakers		
	Cooling Unit	Floor Standing		
	Cooling capacity (1)	21.2 kW with minimum 3.72 EER		
	SHR	0.98 SHR		
	Airflow	6500 m ³ /h minimum Down flow/up air return		
	Indoor Dimension and Weig given parameters	t should not be more than the	KHI <u>Note</u> :	
	Height	2000 mm		
	Length	1000 mm	QUANTITIES MAY BE	±01
	Depth	800 mm	INCREASED OR	
	Compressor Qty / Type / Capacity	1 / Scroll / min 5.2 kW	DECREASED AS PER AVAILABLE	
	Evaporator Type / Types of Fins	Finned coil, Hydrophilic Coated	FUNDS)	
	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 (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 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 $380V \pm 20\%$ and should have capacity of protection value in range of $380V \pm 50\%$ 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.

10. Bidder may visit the Data Center of Sindh High Court, prior to bid submission, to inspect the existing electrical, piping, and infrastructure conditions, assess compatibility with their proposed solution, and clarify any technical requirements.

Lot No. 5: Room Cooled Precision Air-Conditioning (3 – 4 Ton) (ON EX-STOCK BASIS ONLY)

Lot #	Description	LOC-ATION	QTY
5	 Room Cooled Precision Air-Conditioning (Two units 3 — 4 Ton) [10.55 kW. To 14.07 kW approx.] 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). Floor standing precision air-conditioning system (CE Approved) is required for environmental control and to maintain desired temperature and humidity. These units should be a direct expansion (DX) refrigerant-based system. Unit should supply cold air via top plenum for front discharge and bottom front hot air return front return. Unit should be able to remove the accumulative heat load of the system. The condenser unit of the system to be placed outdoor on building exterior with metallic frame and the copper piping should be done via overhead distribution trapeze platform or equivalent. Humidifier water feed should be connected with customer provided water connection with PPRC type pipe. Condensate drain water should be connected to the allocated drain connection. Evaporators of each system should be provided with water leakage sensor and should shut down the operation of the same unit in case of leakage detection and should provide the alarm over the monitoring screen. The precision environmental control system shall be a self-contained factory assembled unit with horizontal airflow delivery. Each system/product shall have a minimum net sensible cooling capacity of 3.5 tonnage on an entering air temperature of 30°C dry bulb and 25%RH. The Centrifugal fan shall be capable of handling minimum air flow of more than 3000 or higher. Cooling Unit should have internal communication for team mode operation. A single refrigeration circuit shall include a liquid line filter drier, a refrigerant sight glass with moisture indicator and a liquid line solenoid valve. The scroll compressor shall be Scroll type with high efficiency ratio. The system shall be designed for use with	KHI Note: QUANTITIES MAY BE INCREASED OR DECREASED AS PER AVAILABLE FUNDS)	± 02

propeller fan type. Environmental Corrosion Protection coating shall be provided. The condenser unit shall be of the same brand as evaporators.Electrical Cabling/wiring and conduiting & cable tray from evaporator to condenser should be included.	
Available Alarms:	
 High Temperature, Low Temperature, High Humidity, Low Humidity, Water Detected, Condensate Pump Fault and Pan Full, Humidifier Problem, High Head Pressure, Fan Failure, Low Suction Pressure, Unit Off Complete Comprehensive Warranty (with parts & labour excluding consumables i.e: gas & filter) of the equipment must be 3 Years. 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. Bidder may visit the Data Center of Sindh High Court, prior to bid submission, to inspect the existing electrical, piping, and infrastructure conditions, assess compatibility with their proposed solution, and clarify any technical requirements.	

5. Financial Proposal/Bid along-with Bid Security (*BIDDER MUST CLEARLY SUBMIT THE DELIVERY TIME FOR EACH LOT*)

Lot # 1: MS Office

Lot #	Make & Model	Location	UNIT PRICE incl. all Taxes	Qty.	Total Price
(1) <u>MS Office</u> : Standard Office LTSC Standard 2024 for Windows, MacOS (Macbook Air, iPad Pro) etc.	Make: Version: (Further Specification as per Technical Bid)	КНІ		6	
			Grand	Total :	
		Bi	d Security @ 1%	Lot #1 :	
Pay Order Number	Pay Order Issuance Date	Name of Banl	Amo	unt of Order	Period of Validity
Bidder Stam	ap & Signature				

Lot # 2: Antivirus Licensed Software

Lot #	Make & Model	Location	UNIT PRICE incl. all Taxes	Qty.	Total Price
(2) <u>Antivirus</u> : Licensed Software (Endpoint Protection) Supportive on for Windows (Windows 10 & above) & MacBook (MacOS Sonoma 14 MacOS, Ventura 13 & above)	Make : Version : (Further Specification as per Technical Bid)	KHI		300	
			Grar	nd Total	
		Bid Secu	rity @ 1% of Entir	e Lot #2	
Pay Order Number	Pay Order Issuance Date	Name of Banker	Amount of Pay	Order	Period of Validity
Bidder S	tamp & Signature				

Lot # 3: SCANNERS (HEAVY DUTY)

		Specified in) 4 of this Tender Do <u>SIS ONLY)</u>	ocument.						
Lot # 3	Make & Model	Loc	ation	UNIT PRICE incl. all Taxes	Qty.	Т	otal Price				
		кні	ADF		07	ADF					
		KIII	FB		07	FB					
3		HYD	ADF		01	ADF					
HEAVY	Make:		FB		UI	FB					
DUTY	Model:	SUK	ADF		01	ADF					
SCANNER:	(Further		FB		01	FB					
ADF a.w.	Specification as per Technical Bid)	LAR	ADF		01	ADF					
<u>FLATBED</u>		LAK	FB		01	FB					
						MDIZ	ADF			ADF	
		MPK	FB		01	FB					
				Gran	d Total						
			Bid	Security @ 1% of	Lot # 3						
Pay Order Number	Pay Order Issuance Date	Name of B	Banker	Amount of Pay	Order	Perio	od of Validity				
Bidder Stamp & Signature											

Lot # 4: CRAC/Precision Cooling Unit (ON EX-STOCK BASIS ONLY)

				No. (4)	_		
Т	ECH SI		*	ction 4 of this Tender Do K BASIS ONLY)	cumen	t.	
Lot #	Qty			UNIT PRICE incl. all Taxes	Total Price		
(4) <u>CRAC/Precision</u> <u>Cooling Units</u> 6-7 Tons Make: Model: (Further specification as per Technical Bid)	01	КНІ	all compon Transportat Installation Piping etc) Other cost i Quarterly s consumable years (i.e: 4 total quotee	ervices (excluding es i.e: gas & filters) for x 3 yrs =12 Services) 1 price for 1 unit. Punt with all taxes PKI	the 3 in the		
					Gr	and Total	
				Bid Security @ 1%	of Enti	re Lot # 4	
Pay Order Number Pay Order Issuance Date				Name of Banker		ount of y Order	Period of Validity
Bidder Star	np & Si	gnature					

Lot # 5: ROOM COOLED PRECISION AIR-CONDITIONING (TWO UNITS 3 - 4 TON)

Lot No. (5) TECH SPECS: Specified in Section 4 of this Tender Document. (ON EX-STOCK BASIS ONLY)							
Lot #	Qty	LOC	Description			UNIT PRICE incl. all Taxes	Total Price
(5) <u>ROOM COOLED</u> <u>PRECISION AIR-</u> <u>CONDITIONING</u> <u>3-4 Tons</u> Make: Model: (Further specification as per Technical Bid)	02	KHI	Cost of complete Cooling System with all components including Transportation, loading, uploading etc Installation, Installation kit (Electric + Piping etc) commissioning etc. Other cost if any 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				
				Grai	nd Total		
Bid Security @ 1% of Entire Lot # 5						e Lot # 5	
Pay Order Number Issuance Date			Name of Banker	-	ount of Order	Period of Validity	
Bidder Stamp & Signature					-		

6. Terms & Conditions

- 1. <u>Bidding Method:</u> Single Stage- Two Envelope method will be adopted for bidding process as per SPPRA Rules.
- 2. <u>Company Profile:</u> Company Profile along with relevant documents be attached with this document.
- 3. Lot wise Bid: The Bidder must bid for a complete lot. The Bidder may quote for 1 or more lots. However, each such bid should quote with each and every item with in the respective lot. Bidding for individual items within a lot will be rejected as non-responsive.
- 4. **Issuance of Purchase Order**: Purchase Order shall be issued from Hardware / Network Engineer (HNT), IT Department, Sindh High Court Karachi.
- 5. <u>Bid Security</u>: All bids must be accompanied by an earnest money/ security of 1% of total bid amount. 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. Lot wise Separate Bid Security must be submitted for each Lot as per format provided in Section 5.
- 6. <u>Performance Security (In case of Lot # 3, 4, 5)</u>: Bidders must submit performance

security equals to 3% at the time of receiving of purchase order. The bid security of successful bidder will be released after submission of Performance Security equal to 3% of total cost of contract.

- 7. <u>Release of Performance Security</u>: Performance Security shall be released after successful delivery of goods and issuance of satisfactory certificate from the concerned officer.
- Validity Period: The procurement contract will be awarded within bid validity period i.e.
 90 days as per SPRRA Rules.
- 9. <u>Receiving/Acceptance of Purchase Order</u>: The vendor will sign the copy of the Purchase Order as acknowledgement.
- 10. <u>Time of Delivery of Good</u>: As lots are on Ex-Stock basis, therefore the delivery should be made by the supplier at the High Court of Sindh as per purchase order and within the stipulated time.
- 11. **Inspection:** Physical inspection will be carried out by SHC. Ordered item is subject to final inspection at the time of delivery.
- 12. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
- 13. <u>Condition of Goods</u>: 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.
- 14. <u>Rejection of Goods</u>: Sindh High Court reserves the right to cancel any or all the items if material is not in accordance with required specification or if the delivery is delayed.
- 15. <u>Disclosure of Confidential Script/Material</u>: 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.
- 16. <u>Submission of Bills/Invoices</u>: Invoice/bill, Purchase Order & Delivery Challan should be submitted at Sindh High Court.
- 17. <u>Price / Rate</u>: Price/ rate shall include all taxes, duties, levies, charges, insurance, freight, transportation etc. All currency in the proposal shall be quoted in Pakistani Rupees (PKR). The Bid prices and rates are fixed during contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 18. <u>Resolution of Differences</u>: In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
- 19. **<u>Rules, Regulations & Policies</u>:** All rules, regulations and policies will be governed in accordance to the SPPRA.
- 20. <u>General Sales Tax</u>: General Sales Tax will be paid on applicable items only by the company/firm/agency.
- 21. <u>Rights:</u> 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.
- 22. <u>Mistakes in Calculation:</u> 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. <u>Government tax (es), levi(es) and charges(s)</u>: All Government taxes (including Income tax and stamp duty), levies and charges will be charged which are applicable as per rules.

Bidder should keep them updated regarding taxation issues in consultation with the relevant tax regulatory authorities.

- 24. <u>Stamp Duty</u>: Stamp duty will be levied as per rules. All matters of stamp duty & tax deduction shall be dealt with by the Budget Branch, Sindh High Court and A.G Sindh.
- 25. <u>Interest on Late Payments</u>: 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.
- 26. <u>Warrant</u>: Supplier must warrant that goods supplied would be new, unused and as per best industrial standards.
- 27. <u>Termination of Contract</u>: SHC may terminate the contract, if the successful bidder fails to supply quoted items 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.
- 28. <u>Other</u>: SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules available on <u>www.spprasindh.gov.pk</u> for further details.

T4 :	1 1		414-41	4	1	conditions	1	1				1	1	
IT 19	nerenv	certified	that the	terms 2	ana a	conditions.	nave	neen	read	agreen	linon	ana	stoned	
10 10	norco y	continuou	that the	torms t	uiu v	contantions	nuve	ocon	rouu,	ugicou	upon	unu	Signou	٠

Name of Bidding Organization		
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)		
Year of Establishment		
Sales Tax (GST) Registration No.		
National Tax No.		
Mobile No.		
Telephone No.		
Official Whatsapp No.		
Official E-mail Id		
Name & Sign. of Head of Bidding Organization	NAME:	SIGN:
Name & Sign. of Authorized/ Focal Person	NAME:	SIGN:
Address		
Stamp of Company		
Banker's Name and Contact Details		

Name:	
Designation:	
Signature & stamp	

7. Sample of Proposal Submission Form

Tender Reference No.	Dated	2025

The Learned Registrar, Sindh High Court, Karachi.

Respected Sir,

We, the undersigned, offer to provide our proposal for "Lot # ___, Title: _____", as a Bid, sealed in an envelope.

We understand 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:

8. Sample of Articles of Agreement

This Agreement made this ______ day of _____ 2025, by and between the Sindh High Court, Karachi, Sindh, including his successors in office and Assignees / Agents, acting through the learned Registrar, hereinafter called the "**SHC**", of the one part,

And M/s_____, located at _____, hereinafter called the "Contractor" which expression shall include their successors, legal representatives of the second part.

Whereas the **SHC** requires supply of ______ and whereas the **Contractor** has agreed to supply, the said items valued at **Rs._____** and words (_______) on quarterly basis as per Purchase Orders, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

Now this Agreement witnesses as follows:

- 1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
- 2. The following documents which, for the purpose of identification, have been signed by _______ on behalf of the **Contractor**, and by the learned Registrar on behalf of the **SHC**, all of (name and designation of the authorized person)
 - Which shall be deemed to form and be read and construed as a part of this **Agreement** viz. a) Articles of Agreement;
 - b) Instructions to Tenderers;
 - c) Conditions of Contract;
 - d) Contractor's Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in.
 - e) The specifications of the items; and
 - f) Bill of Quantity with prices.
- 3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the SHC to supply & deliver all items in conformity in all respects of the Contract on quarterly basis, as mentioned in Purchase Orders.
- 4. The **SHC** hereby **covenants to pay** the Contractor in consideration of the supply & delivery of items at the contact price on quarterly basis subject to release of funds.

In Witness Thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

WITNESSES:

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS._____ MILLION OR MORE

Contract No._____ Dated _____

Contract Value: _____

Contract Title: _____

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]