

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2023-2024

Tender Reference NO.SHC/Budget/Tender/IT-Items/2023-24/XVI

Dated: 13-05-2024

**Tender for Procurement IT related Items for High Court of Sindh,
Karachi.**

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Active Vendor ID of A.G Sindh	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

Tender Reference No. _____

Dated _____

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for “**Tender for Procurement IT related Items 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. Introduction & Instruction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **IT related Items for High Court of Sindh, Karachi.** 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	Tender for Procurement IT related Items for High Court of Sindh, Karachi.
Last Date & time of Submission of Bids	Tuesday, May 28, 2024 at 11.00 a.m.
Date & time of Opening of Bids	Tuesday, May 28, 2024 at 11.30 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 hard copies of the required documents. 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	
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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) calendar days of uploading of reports. Thereafter, no objection shall be entertained.

<p>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) calendar days of uploading of reports and we will not submit any objection after the lapse of time.</p>	
Name	
Designation	
Cell Number	
Signature & stamp	

5. Preliminary Examination of Bids:

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.

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

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of unit price with all taxes. 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. Eligibility & Evaluation Criteria:

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

S #	Eligibility Criteria	Flagged
1	Complete filled, signed & stamped Tender Document.	A
2	Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website	B
3	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website	C
4	<p><u>In case of Lot # 1 Desktop Computer:</u> <u>Branded, Business Series Desktop Computer preferably from the top International Brands (e.g. HP/Dell/Lenovo/Acer or equivalent/better) and having TPM (Trusted Platform Module).</u> The Bidder must be authorized partner with the Principal Manufacturer and should provide any authorization letter. <i>(Note: No authorized reseller letter, letter of partnership with any distributor or third party authorization/partnership will be accepted.)</i></p> <p><u>In case of Lot # 2 (Network Items) & Lot # 3 (Licensed Software)</u> The Bidder must be authorized partner with the Principal Manufacturer and should provide any authorization letter. <i>(Note: No authorized reseller letter, letter of partnership with any distributor or third party authorization/partnership will be accepted.)</i></p> <p><u>In case of Lot # 4 (Printers) & Lot # 5 (Misc. IT related Items)</u> The bidder must be an authorized Partner/ Reseller, OF THE ORIGINAL MANUFACTURER and should provide the partner/reseller or any authorization letter.</p>	D
5	Copies of at least THREE (03) Purchase Orders along with work completion certificate/ delivery challan of IT Related Items.	E
6	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	F
7	Average Financial turnover of at least Rs. 10 million per annum during the last three years. (financial statements & bank statements are required)	G
8	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped along with the required brochure/ technical data etc.	H
9	Bid must ensure that all items are EX-STOCK and WEEK DELIVERY TIME	I

8. Desired Specifications & Technical Proposal:

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 in a lot. Bidding for individual items will be rejected as non-responsive.

Bidder must ensure the Ex-Stock availability and supplies to SHC-KHI in a very quick and clear time frame with not more than **One (01) week** after Purchase Order.

Lot # 1 Desktop Computers (Licensed Windows)

LOT.NO.	ITEM NAME	REQUIRED SPECIFICATION	QTY
LOT.1.	DESKTOP COMPUTER	<p><u>ON EX-STOCK BASIS ONLY</u> <u>Branded, Business Series,</u> Processor: Core I 5, 14th Generation</p> <p><i><u>Note: In case of Non-availability of 14th Gen Ex-Stock, 13th Gen Machines (Ex-Stock) may be quoted</u></i></p> <p>RAM: 8GB, SSD: NVMe512 GB. Casing: Tower or Mini Tower Connectivity: LAN 10/100/1000 and Wireless Card. Power Supply: 250 w or higher Keyboard & Mouse: (Manufacturer’s brand) LED: 21” or higher LED (Manufacturer’s brand) License: Windows 11 Pro (64 Bit) Pre-installed from Principal Warranty: 3 years Manufacturer’s Comprehensive warranty (with parts, labor & onsite) <u>OR Equivalent Or Higher</u></p>	30

Make & Model	Unit Price with all taxes Rs. (in figures)	Unit Price with all taxes Rs. (in words)

Lot # 2 NETWORK ITEMS

LOT. NO	ITEM NAME	REQUIRED SPECIFICATION	QTY
LOT.2.	NETWORK ITEMS	<p><u>ON EX-STOCK BASIS ONLY</u> <u>A) NETWORK SWITCHES:</u> Layer -2 Network Switch having 24GE RJ45 ports with 2 SFPs.</p> <p>24 RJ-45 autosensing 10/100/1000 ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100BASE-TX, IEEE 802.3ab Type 1000BASE-T); Media Type: Auto-MDIX; Duplex: 10BASE-T/100BASE-TX: half or full; 1000BASE-T: full only 2 SFP 100/1000 Mbps ports</p> <p>Supports a maximum of 24 autosensing 10/100/1000 ports plus 2 SFP ports</p> <p><u>Warranty: 3 to 5 years with parts, labour and onsite.</u></p>	40
		<p><u>ON EX-STOCK BASIS ONLY</u> <u>B) WIRELESS GIGABIT ROUTER:</u></p> <p>AX1500 Wireless Dual Band Gigabit Router Wi-Fi 6 Technology, Next-Gen 1.5 Gbps Speeds Connect, Supports OFDMA and MU-MIMO technology, Also provide supports of backward compatibility for all previous 802.11 standards and all WiFi devices. TP Link Gigabit or equivalent or higher</p> <p><u>Warranty: 1 to 2 years with parts, labour and onsite</u></p>	25

Make & Model	Unit Price with all taxes Rs. (in figures)	Unit Price with all taxes Rs. (in words)

Signature & Stamp of Bidder

Lot # 3 LICENSED SOFTWARES

LOT. NO.	ITEM NAME	REQUIRED SPECIFICATION	QTY
LOT.3	LICENSED SOFTWARES	A) MS-Office: Office LTSC Standard 2021 for Windows, MacOS (Macbook Air, iPad Pro) & Surface book pro.	60
		B) Antivirus: Licensed Software (Endpoint Protection) for Windows (Windows 10 Above) & MacBook (MacOS Sonoma 14 MacOS, Ventura 13) Suggested solution should be able to protect and manage mobile devices including iPad pro windows surface pro <ul style="list-style-type: none"> • iOS 15 till UpToDate iOS 17 <u>OR Equivalent</u>	60

Make & Model	Unit Price with all taxes Rs. (in figures)	Unit Price with all taxes Rs. (in words)

LOT # 4 PRINTERS

LOT. NO.	ITEM NAME	REQUIRED SPECIFICATION	QTY
LOT.4.	PRINTERS (LASERJET)	<u>ON EX-STOCK BASIS ONLY</u> Technology: LaserJet Brand: HP & Canon Print Speed (Black): 18 PPM or higher Warranty: 1 Year Warranty with parts, labour and onsite. <u>OR Equivalent Or Higher</u>	20

Make & Model	Unit Price with all taxes Rs. (in figures)	Unit Price with all taxes Rs. (in words)

Lot # 5 MISC. I.T. RELATED ITEMS

LOT. NO.	ITEM NAME	REQUIRED SPECIFICATION	QTY
LOT.5.	MISC. I.T. RELATED ITEMS	<u>ON EX-STOCK BASIS ONLY</u>	
		<u>A) USB TYPE-C HUB:</u> USB-C Hub (8-in-1), Anker or equivalent or higher.	5
		<u>B) HDMI CABLE:</u> Good Quality Cable machine made. (Branded) (30ft)	5
		<u>C) PORTABLE SSD DRIVES (2TB or HIGHER):</u> Samsung, SanDisk with read and write protection. or equivalent or higher. Warranty : 1 to 3 years	6

Make & Model	Unit Price with all taxes Rs. (in figures)	Unit Price with all taxes Rs. (in words)

Name	
Designation	
Cell Number	
Signature & stamp	

10. Terms & Conditions:

1. **Bidding Method:** **Single Stage-Two Envelope** 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 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 **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 the concerned department.
10. **Validity Period:** The procurement contract will be awarded within bid validity period **30th June 2024** 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 **One week** of issuance of Purchase Order.
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 in the relevant station 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.
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. **Rules, Regulations & Policies**: All rules, regulations and policies will be governed in accordance to the SPPRA.
23. **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.
24. **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.
25. **Stamp Duty**: Stamp duty will be levied as per rules.
26. **Alternative Bids**: Alternative bids shall not be considered.
27. **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.
28. **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.

29. **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.
30. **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.
31. **Warrants:** Supplier must warrant that goods supplied would be new, unused and as per best industrial standards.
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 hereby certified that the terms and conditions have been read, agreed upon and signed.

Name:	
Designation:	
Signature & stamp	
Cell No	

11. Sample of Contract to be made with successful bidder

CONTRACT BETWEEN SHC AND SUPPLIER FOR TENDER FOR PROCUREMENT IT RELATED ITEMS FOR HIGH COURT OF SINDH, KARACHI.

This Deed of Agreement is made and entered into on _____ day of _____ 2024

BETWEEN

Sindh High Court Establishment through its Registrar 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 purchase _____ IT Related Items FOR HIGH COURT OF SINDH, 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 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 IT Related Items shall be as per specification/ requirements mentioned in tender document.
3. That Purchase Order (s) shall be issued by the Budget Branch. Quantity may be increased or decreased as per rules.
4. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document.

5. That SUPPLIER shall be fully responsible for delivery of IT Related Items in good condition.
6. That Representatives of the concerned staff member of I.T Department shall inspect the IT Related Items and reserves the right to reject any Goods if the representative(s) considers those to be inferior quality to the approved samples.
7. That Goods rejected shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
8. That the unit price of IT Related Items will be Rs. _____.
9. That SUPPLIER shall not without the consent in writing of SHC assign or sublet the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by SHC will not relieve SUPPLIER from full and entire responsibility for this Agreement.
10. 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.
11. That cost of transportation, or any other incidental charges, if required in connection of the delivery of IT Related Items shall be borne by SUPPLIER, as per rules.
12. That all taxes shall be deducted by the concerned department and its decision shall be final.
13. That all government taxes shall be applicable as per rules.
14. That Bid Security shall be released after submission of Performance Security of 5% of contract price favoring the Registrar, High Court of Sindh.
15. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed at the rate of (1%) of total contract value for each day of delay.
16. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
17. 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.
18. 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.

<p>REGISTRAR, HIGH COURT OF SINDH</p> <p>_____</p> <p>--</p> <p>SIGNATURE & OFFICIAL STAMP STAMP</p>	<p>M/s.</p> <p>-----</p> <p>SIGNATURE & OFFICIAL STAMP</p>
<p>WITNESS:</p>	
<p>NAME:</p> <p>SIGNATURE & OFFICIAL STAMP STAMP</p> <p>NAME:</p>	<p>-----</p> <p>-----</p> <p>SIGNATURE & OFFICIAL STAMP</p>

I have carefully read & understood the contents of “Sample Contract” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

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

We, _____	located at _____	do hereby declare on Oath at under:-
<ol style="list-style-type: none"> 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 there is no outstanding dispute between our company and any other organization. 3. That we are not defaulter with any bank or financial institution. 4. That we have not provided any false/ misleading information to High Court of Sindh. 5. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question. 6. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh. 7. It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract. 		
Name of Deponent:		
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 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]