SINDH HIGH COURT, KARACHI

**TENDER DOCUMENT**

**FOR THE YEAR 2018-2019**

**Tender Reference No.** **03/PD**

**Dated:18.04.2019**

**PROVISION OF FURNITURE FOR BAR ROOM, BAR LIBRARY & 10 NOS. COURTS AND CHAMBERS ALLIED OFFICES (2ND TO 6TH FLOOR)**

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# 1. Introduction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of [Sindh](https://en.wikipedia.org/wiki/Sindh). We are interested to **avail the services of suppliers for Provision of Furniture for Bar Room, Bar Library & 10 Nos. Courts and Chambers Allied Offices (2nd to 6th floor) at City Court, Karachi (District West)** as per specifications mentioned in tender document, from your esteemed firm / agency.

# 2. Instructions:

1. The Sindh High Court, Karachi (SHC) expects that aspirant vendors/ firms/ suppliers should furnish copies of all the required documents to ensure a transparent and genuine presentation.

1. Kindly do not leave any column/item blank. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
2. The last date to submit the Tender Document, separate technical & financial proposals along with relevant documents in sealed envelopes is **21st May, 2019 at 11:30 a.m.** in the Office of the learned Project Director, Sindh High Court, Karachi, as reflected in NIT.
3. **The technical proposals will be opened on the same day at 03.00 p.m.** in the presence of representatives who may care to attend as reflected in NIT.
4. Date and time of opening of **financial proposals** will be uploaded on the official websites of Sindh High Court.
5. **Bid Security of 2% of total amount** will be deposited along with Tender Document in shape of PAY ORDER / DEMAND DRAFT/ BANK GUARANTEE in the name of Registrar, Sindh High Court, Karachi.

# 3. Eligibility Criteria:

Following documents must be furnished in separate envelop before the opening of Technical Proposal.

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Eligibility Criteria** | **Requirement** |
| 1 | Profile of company/ firm along with copies of relevant documents | Mandatory |
| 2 | Copies of relevant Tax Registration Certificates. Must be an Active Tax payer. | Mandatory |
| 3 | Copies of at least three (03) Purchase/Work orders of similar nature during the last three years along with Completion Certificates for the work completed. | Mandatory |
| 4 | Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. | Mandatory |
| 5 | Total Financial turnover of at least Rs. 49,000,000/- during the last three years. (financial statement or bank statement or both are required) | Mandatory |

It is undertaken that all the above mentioned documents have been provided in the sequence as mentioned above. It is fully understood that in case of non-compliance of eligibility criteria, our technical proposal will not be evaluated and no liability would be incur against High Court of Sindh for rejection of tender.

|  |  |
| --- | --- |
| **Name** |  |
| **Designation** |  |
| **Signature** |  |
| **Stamp** |  |

# 4. Sample of Technical Proposal:

1. Technical Proposal must include pictures of items as well as full specifications.
2. Technical Proposal should be sealed in separate envelope.
3. This is only format of Technical Proposal. Kindly do not write anything in the box below.

*To be printed on the letter head of firm/supplier.*

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Name of Article** | **Technical Specification** | **Pictures/ Catalogue** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Stamp & Signature**

# 5. Sample of Financial Proposal:

1. Financial proposal should be sealed in separate envelope.
2. Rates should be inclusive of all types of taxes.
3. Rates should be mentioned in both figures & words.
4. Financial Proposal must be submitted on letter head of company/supplier.
5. This is only format of Financial Proposal. Kindly do not write anything in the box below.

*To be printed on the letter head of firm/supplier.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Name of Article** | **Quantity** | **Unit Price including all taxes** | **Amount  (including all taxes)**  **Rs.** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Amount in figures and words** | | | |  |

**Stamp & Signature**

# 6. Terms & Conditions:

1. **Bidding Method**: Single Stage-Two Envelopes method will be adopted for bidding process as per SPPRA Rules.
2. **Evaluation and Comparison**: The procurement contract (s) will be awarded within bid validity period i.e. 90 days to those bidders (s) whose evaluated bid price is lowest with respect to competitive bidders and market rates.
3. **Delayed Delivery:** 2% penalty of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period. Bidder would be bound to fulfill the contract within 30 days of issuance of   
   Purchase/Work Order.
4. **Quantity Delivered:** Competent Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity as per requirement and availability of funds, as per rules.
5. **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 these will be liable to be rejected as per rules.
6. **Rejection of Goods:** SHC reserves the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
7. **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.
8. **Bid Security:** All bids must be accompanied by an **earnest money/ security of   
   2% 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 whereas the bid security money of successful bidder will be released after the submission of performance security/ bank guarantee equivalent to 10% of contract price.
9. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
10. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
11. **Rights:** 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.
12. **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.
13. **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 and applicable rates / denomination of Purchase / Work Order.
14. **Contract Cost**: The contractor shall pay all the cost for preparation of legal documents of contract.
15. **Stamp Duty**: Stamp duty will be levied as per rules.
16. **Other**: SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.

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

|  |  |
| --- | --- |
| **M/s.** |  |
| **Year of Establishment** |  |
| **Name of contact Person** |  |
| **Address** |  |
| **Sales Tax Registration No.** |  |
| **National Tax No.** |  |
| **Mobile No.** |  |
| **Telephone No.** |  |
| **Fax No.** |  |
| **E-mail** |  |

**Stamp & Signature**

# 7. Desired Specifications of furniture and Electrical work at Additional 10 Court for District West and Extension of Bar Room & Library Karachi.

Furniture Articles

|  |  |  |
| --- | --- | --- |
| I) | Part (A) Bar Room (Ground Floor) | Rs. |
| II) | Part (B) Bar Library | Rs. |
| III) | Part (C) 10 Nos. Courts & Chambers Allied Offices (2nd floor to Six Floor). | Rs. |
| **Grand Total Rs.** | |  |

Part (A) For the work of Bar Room (Ground Floor)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No | Description | Quantity | Rate | Unit | Amount |
| 1 | Providing, making, supplying and placing of Chester failed leatheriest sofa (three seater) frame made of partal wood, seat and back foam cushioned, seat foam master molty 10 years guaranteed back foam master commander 5 years guaranteed upholstered with best quality leatheriest including springs rubber belts, cotton padding and etc complete in all respect as per approve moqab and instruction of client not less than ( 78”x32”) size. | 68 Nos. |  | Each |  |
| 2 | Providing, making and supplying canter table top of 12mm glass with plant edge and solid Shesham wood frame including antique polish with hardener coating etc complete in all respect as per approve moqab and instruction of client. |  |  |  |  |
| a) | Centre Table  2’-6’x5’-0” | 40 Nos. |  | Each |  |
| b) | Side table/ Coffee table 2’-0x2’-2 | 15 Nos. |  | Each |  |
| 3 | Providing and fixing wooden window blinds complete in all respect, instruction by the client.  Size 7’-0 x6’-0 | 336 Sq.Ft |  | P/Sft |  |
| Part (A) Total Rs. | | | |  | |

Part (B) For the work of Bar Library (First Floor)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No | Description | Quantity | Rate | Unit | Amount |
| **(i)Furniture** | | | | | |
| 1 | Book Cases  Providing and fixing single sided book cases made of ¾” inch powder coated steel pipi with an MDF border on all sides height 10” depth 19” the interior height between shelves will be 11 inches. | 44 Nos. |  | Each |  |
| 2 | Book Cases  Providing and fixing double sided book cases made of ¾” inch powder coated steel pipi with an MDF border on all sides height 10” depth 19” the interior height between shelves will be 11 inches. | 40 Nos. |  | Each |  |
| 3 | Long book case behind reception counter.  Providing and fixing a long and low single sided book case made of ¾” inch poweder coated steel pipe with an MDF border on all sides height 23” length 7” feet and depth 9.5” the interior height between shelves will be 11 inches. | 2 Nos |  | Each |  |
| 4 | Reading tables.  Providing and placing tables of approx. 8” in length and 4” in width the table will have an MDF top with a matt deco painted metal base made with 2” by 2” pipe. | 21 Nos. |  | Each |  |
| 5 | Computer Table  Providing and placing computer table of approx. 2” in depth the tables will have an MDF top with a powder coated metal base made with 2” by 2” pipe with rectangular wire caps for easy access to the CPU underneath the table will have cable management built in underneath the tops. | 110 Sq.Ft |  | Per Sq.Ft |  |
| 6 | CPU table  Mobile stands for holding CPU under computer tables (from inter wood). | 20 Nos. |  | Each |  |
| 7 | Chairs for reading tables  Providing chairs for reading tables the base of the chairs will be of powder coated steel and the seat will be durable fabric/ leatheriest the chairs will be purchased from inter wood/ chairster of the equivalent. | 130 Nos. |  | Each |  |
| 8 | Chairs of Computer Lab  Providing low back chairs for computer tables the chairs will have durable caster and the seat will be durable fabric and the back will be mesh the chairs will be purchased from inter wood/ Chairster or the equivalent. | 20 Nos |  | Each |  |
| 9 | Chairs for reception  Providing high back chairs for reception the chairs will have durable and will have neck support alongwith adjustable arm rests the chairs will be purchased from inter wood/ chairster or the equivalent | 2 Nos |  | Each |  |
| 10 | Reception table  Providing and placing table at reception counter the table will be have a similar look to the book cases and will be made of powder coated metal and MDF the table will incorporate a set of drawers. | 1 No |  | Each |  |
| 11 | Table for Photocopy area  Providing a table for the photocopy area it will similar in look to the reception table and it will also have a set of drawers. | 1 No. |  | Each |  |
| 12 | Guard table  Providing a table for a guard outside the library the top will be of MDF and the base will be made of powder coats steel. | 1 No |  | Each |  |
| 13 | Mobile drawer unit  Providing a mobile drawer unit for the guard outside the library the unit will be made of MDF and will have 3 drawers with stainless steel ball bearing slides. | 1 No |  | Each |  |
|  |  | Total Rs.(i) | | |  |
| **(i)ELECTRICAL WORKS** | | | | | |
| 1 | Tube light fixtures for reading tables  Providing and fixing LED tube lights over reading tables each fixture will have 2 four foot long tube light (32 watts 4000 Kelvin) and will be set in an polished pure oak wood frame which will be anchored to the roof with coated metal rods. | 22 Nos. |  | Each |  |
| 2 | Tube light fixtures for book cases  Providing and fixing LED tube light for illuminating the top of the book cases each tube light will be 4 foot long 40 watts and 4000 kelvin. | 30 Nos. |  | Each |  |
| 3 | Tube light fixtures for book cases (up light).  Providing and fixing LED tube light for illuminationg the top of the book cases each tube light will be 4 foot long 40 watts and 4000 kelvin. | 50 Nos. |  | Each |  |
| 4 | Track Light  Providing and fixing 10 watts tracks lights | 98 Nos |  | Each |  |
| 5 | Track light tracks  Supply and installation of tracks for lights | 30 Nos |  | Each |  |
| 7 | Electric Wire |  |  |  |  |
| A) | Coils of 3/29 of Pakistan cables | 8 Nos. |  | Each |  |
| B) | Coils of 23/76 (2 core ) of Pakistan cables. | 5 Nos. |  | Each |  |
| C) | Coils of 7/29 (2 core) of Pakistan cables. | 7 Nos. |  | Each |  |
| 8 | Misc. Electric material  Supply and installation of additional plug and switch board slips for wire concealment grinding discs etc. | 1 Nos. |  | Each |  |
| 9 | Electric Labor  Labor for rewiring site moving plugs and boards and installing all lights | 1 Nos. |  | Each |  |
| 10 | Masonry labor and materials  Labor and materials for covering up and repairing ceiling and wall grooves made by electrician to rewire light and fan connection | 1 No |  | Each |  |
| 11 | Painting labor and material  Labor and material for painting and finishing ceiling and wall groove made by electrician to rewire light and fan connection. | 1 No |  | Each |  |
| 12 | Misc.  Glass partitions and doors  Providing and fixing a glass partition in 12mm tempered glass the glass will be set in a black aluminum frame and there will be 3 doors complete with machinery. | 420 Nos. |  | Each |  |
|  |  | Total (ii) Rs. | | |  |
|  | Part B Bar Library (i-ii) Total Rs. | | | |  |

Part (C) For the work of 10 Nos Courts and Chambers Allied Offices (2nd floor to 6th floor)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Nos. | Description | Quantity | Rate | Unit | Amount |
| List of one Court Furniture | | | | | |
| 1 | Lawyers desk 90” x18”x36” all made of Shesham sold beading and molding with superior quality sprit polished as approved. | 2 Nos. |  | Each |  |
| 2 | Lawyers and visitor benches 90” x 18” x 36” made of solid Shesham wood seat cushion with best quality 4” thick molty foam back cushion covered with rexine with superior quality sprit polished as approved. | 2 Nos. |  | Each |  |
| 3 | Lawyers and visitors benches 90”x18”x36” made of solid Shesham wood seat and back with superior quality sprit polished as approved. | 6 Nos. |  | Each |  |
| 4 | Judges chairs for court room all made of solid Shesham wood with star on back high back seat back knitted with Singapore can sprit polish as approved. | 1 Nos. |  | Each |  |
| 5 | Judge table for court room 72”x48”x30” top, Shesham veneer board sprit polish as approved. | 1 No. |  | Each |  |
| 6 | Reader/ stenographer table 48”x24”x30” with three drawers on one side Shesham veneer board sprit polished approved. | 2 Nos. |  | Each |  |
| 7 | Rostrum for Court room 30”x15”x14” made of Shesham veneer board sprit polished as approved. | 2. Nos |  | Each |  |
| 8 | Office chairs seat back wooden solid Shesham wood sprit polished as approved. | 5 Nos. |  | Each |  |
| 9 | Office chair seat knitted with singapuri cane back wooden solid Shesham wood sprit polish as approved. | 10 Nos. |  | Each |  |
| 10 | Computer table 3’x2’x2 1/2” with drawers on one side CPU cabinet and key board try Shesham veneer board sprit polished with computer chair as approved. | 1 No |  | Each |  |
| 11 | Office table 4’x2’x2 1/2” with three drawers on one side made with Shesham veneer board sprit polished as approved. | 5 Nos. |  | Each | ` |
| 12 | Reading room table 8’x4’x2 ½” with Shesham veneer board top, frame Shesham wood molding sprit polished as approved. | 1 No |  | Each |  |
| 13 | Steel almirah 6’x3 ½” x1 ½” using 22 gauge steel sheet with two drawers complete as approved design. | 5 Nos. |  | Each |  |
| 14 | Steel rack three side open for store and record room 6”x 3 ½” x 1 ½” using angle iron with 22 gauge steel sheet shelf complete as approved design. | 6 Nos. |  | Each |  |
| 15 | Steel almirah for library measuring size 6’x3 ½” x 1 ½” using 22 gauge steel sheet front doors with glass as approved design. | 3 Nos. |  | Each |  |
| 16 | Sofa set five seated with separate seat back foam master molty foam seats with center table set (1+2) frame made of solid Shesham wood sprit polished as approved. | 1 No. |  | Each |  |
| 17 | Rolling rack for chamber measuring 2’x2’x4’ made with solid Shesham and veneer board sprit polished as per approved design. | 1 No. |  | Each |  |
| 18 | Judges table for chamber 5’x3’x2 ½” with rack sliding doors 3 ½”x 15’x 28” all made of Shesham veneer board Shesham wood molding sprit polished as approved design. | 1 No. |  | Each |  |
| 19 | Revolving chair for judges chamber seat and back knitted with singapuri can with star on back frame solid Shesham wood sprit polished as approved. | 1 No. |  | Each |  |
| 20 | Chair in judges chamber with seat and back knitted singapuri can Shesham wood sprit polish as approved. | 6 Nos. |  | Each |  |
| 21 | Steel almirah size 6’x3’x18’ all made by 22 SWG with gray hammer paint as approved. | 4 Nos. |  | Each |  |
| 22 | Steel file cabinet with four drawers size 54”x24”x18” all made by 22 SWG with gray hammer paint approved. | 1 No. |  | Each |  |
| 23 | Fixed plastic chair (3 in one ) for litigant public. | 4 No. |  | Each |  |
| 24 | Glass for judges table 6’x4’ | 1 No. |  | Each |  |
| 25 | Glass for judges table with side tacks for chamber 5’x3’ 1 No. 42”x16” 5’x3’ 1 No. 42”x16” 1 No. | 1 No. |  | Each |  |
| 26 | Footrest all made of Shesham veneer board with Shesham wood sprit polished. | 2 Nos. |  | Each |  |
| 27 | Wooden railing 36” height post 8” c/c square i/c D- railing in top i/c polishing etc complete. | 22.0 Rft. |  | P/Rft. |  |
|  |  | Total Rs. | | |  |
|  |  | Part (C) Total x 10 (for 10 Courts.) | | |  |

# 8. Sample of Proposal Submission Form:

*To be printed on the letter head of firm.*

Tender Reference No. 03/PD Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contract:

The Learned Project Director,

Sindh High Court,

Karachi.

Dear Sir,

We, the undersigned, offer to provide our services for “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, as a Bid, sealed in an envelope.

We understand you are 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 the Hon’ble Development Committee shall be final and cannot be challenged on any ground at any forum and Sindh High Court will not be liable for any loss or damage to any party.

Sincerely,

**Name  
Designation,  
Name of Company**

# 9. Sample of Articles of Agreement:

**This Agreement** made this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2019, by and between the Project Director, 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 (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) 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.

1. Articles of Agreement;
2. Instructions to Tenderers;
3. Conditions of Contract;
4. Contractor’s Offer including the relevant correspondence prior to signing of this

Agreement with all Annexures duly filled in.

1. The specifications of the items; and
2. 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.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.

[N*ame 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]