

GOVERNMENT OF PAKISTAN PAKISTAN ORDNANCE FACTORIES TENDER ENQUIRY

Τo,

M/s.

Dear Sirs,

Reference: TENDER ENQUIRY NO. 0024-HVN-LP-CAPT DATED: 12 -03-2024

You are requested to submit quotations for the item (s) noted in the Schedule to the Tender. Offers should be sent duly sealed in an envelope. Please note the following instructions for filling the tender:-

1. SUBMISSION OF TENDER

- 1.1 Tenders will be opened at **1100** hours on **<u>07-05-2024</u>** and must reach as per address given below on or before **1030** Hours upto due date. The tender received late will not be entertained. You may witness the opening of the tender if you so desire. If a representative is deputed, he should bring a letter of authority from you.
- 1.2 Only one tender should be included in one envelope. The outside of the envelope should be inscribed with:-

Tender Enquiry No: Tender to be opened on: <u>0024-HVN-LP-CAPT</u> <u>DATED: 12 -03-2024</u> 07-05-2024

Address as follows: -

INCHARGE BID CENTER (Adjacent to Rabta Hall) PAKISTAN ORDNANCE FACTORIES WAH CANTT (PAKISTAN)

- 1.3 The bids received in factories may not be entertained.
- 1.4 If envelope does not indicate reference of T.E or received late the same may be returned un-opened by I/C Bid Center.

2. <u>GENERAL INSTRUCTIONS REGARDING PREPARATION OF QUOTATIONS</u>

2.1 Case will be processed exactly as per **PPRA Rules 36(b)** in favour of most advantageous bid and single stage two envelope procedure will be utilized for open competitive bidding. The price should be filled in column 4 and delivery date in column 5 of the schedule to this Tender Enquiry. The undertaking should be signed at the bottom of the Schedule which shall form the Quotation. You may use a separate sheet if necessary.

2.2 For Plant and Machinery, you are required to quote in two parts:-Part I "TECHNICAL OFFER" It should exclusively give technical details and literatures / brochures/OEM (Name, Make, Model, etc.) of the offered store, validity date, delivery schedule and signed undertaking given of the schedule to this Tender Enquiry. It must not indicate price, costs etc. Only confirmation regarding submission of Bid Money may be notified with technical proposal. Part II "COMMERCIAL OFFER" It should indicate the commercial terms e.g. price, terms of

payment, mode of payment, mode of supply.

The commercial offer shall include;

- Price of Refrigeration System 30 Tons
- Price of Installation & Commissioning
- Price of Spares (Pump + Motor & Starter + Compressor)
- Price of documentation

- 02x years Item wise price of the spares
- Total Price.

Each part should be placed in a separate sealed cover. The envelopes should be inscribed with: Part I "Technical Quotation without price" and Part II "Commercial Quotation with Price."

- 2.3 The quotation must remain valid for, at least **180 days** from the date of opening of tenders.
- 2.4 The quotation should hold good for any reduced or enhanced quantities without notice.
- 2.5 In the event of non-acceptance of offer, intimation may be given to the Tenderers on their request.
- 2.6 Conditional offers or alternative offers are likely to be ignored.
- 2.7 Quotations should be based on **F.O.R**:
 - i. F.O.R. station of Dispatch basis, i.e. delivered free on rail, inclusive of packing and forwarding charges. The stores will be booked under Military Credit Note, to be provided by the purchaser.

and/or

Free delivery at **POF HAVELIAN CANTT**

In this case Octori duty will be payable by the supplier.

- ii. Taxes and Duties etc. where applicable, must be shown separately, quoting reference to Registration No. in case of Sales Tax and relevant authority in the case of others. Offer without these clarifications and inclusive of Taxes and Duties may be ignored.
- iii. Taxes and duties levied on or after Tender opening date or on or after the date offer was signed and dispatched will be allowed to include in the offered rates.
- iv. Suppliers will furnish a certificate, issued by Excise & Taxation Deptt, that he has cleared all Professional Tax payable by him" Offers received without this certificate will be rejected.
- v. Suppliers will render necessary information regarding hazardous effects on environment, of the materials/products supplied by them, in their quotations and shipping/dispatch documents.
- vi. If the requisite information is not furnished on the T.E forms or offer received is not conformity with the requirement of the T.E such offer shall be ignored.
- vii. Payment of duties/Taxes including professional tax (where applicable) must be supported by proof of having paid these to concerned Govt. Taxation Deptt:
- viii. Date and Stamp of the Postal Order must be visible.
- xi. The payment to the registered supplier will be linked with the active taxpayer status of the supplier as per FBR database. If any registered supplier is not in ATL his payment would be stopped till he files his mandatory returns and appears on ATL of FBR.
- x. Status of your firm with POF (Registered/Un-Registered) should be mentioned in your offer.
- xi. Registered firms are required to provide copy of valid registration letter with POF.
- xii. a. Only registered suppliers (with Sales Tax & Income Tax deptt) who are on Active Taxpayers List (**ATL**) of FBR are eligible to supply goods/services to Govt. Deptts.
 - b. The payment to registered persons may be linked with the active taxpayer status of the suppliers as per **FBR** database. If any registered supplier is not in ATL his payment should be stopped till his mandatory returns and appears on **ATL of FBR**.

xiii. <u>TENDER FEE</u>

The tender must be accompanied by a non-refundable fee by means of a crossed postal order/pay order of **Rs 500/-** in favour of **MD-POF Havelian Cantt**.

3. BID MONEY

- 3.1 Registered / indexed firms including foreign firms 2% of quoted value subject to max ceiling of Rs. 0.50 Million.
- 3.2 Registered / un-indexed firms including foreign firms 3% of quoted value subject to max ceiling of Rs.0.75 Million.
- 3.3 Unregistered firms including foreign firms 5% of quoted value subject to max ceiling of Rs1.00 million.
- 3.4 Bid Money should accompany the tender in the shape of Call at Deposit Receipt, from a scheduled Bank drawn in favour of:-

M.D. POF HAVELIAN CANTT

3.5 Govt. organizations / production units / state owned enterprises / welfare projects of services head quarter – Rs.0.5 Mn can be waived off on request by DG (C)

3.6 Tenders received without Bid Money will be rejected.

- 3.7 Bid money will be returned to un-successful (less first three lowest) bidders after opening of commercial offers and approval of competent authority.
- 3.8 Bid money will be returned to successful bidders on submission of performance bond / unconditional B.G.
- 3.9 Bids will be conditionally accepted if Bid Money deposited by firms is less than the given amount. However, the firms will be required to deposit additional amount within 10 x days of opening of Bids.
- 3.10 Offers received without Bid Security shall be ignored.
- 3.11 Bid Money will be forfeited in case the quotation is withdrawn before the expiry of validity.
- 3.12 Bid Money should be attached with Part-II Commercial Quotation, however, <u>as a proof</u> only CDR No. & date (without indicating value) may be mentioned in Part-I Technical <u>auotation</u>.

4. INSPECTION

- 4.1 Supplies shall be subject to the inspection and acceptance by the competent inspection authority nominated by the Purchaser. Inspection facilities such as tools, test equipment, instruments etc. will be provided by the Suppliers in accordance with the relevant specifications.
- 4.2. Where considered necessary by the Purchaser, stores may be obtained on Warranty/Guarantee, subject to inspection on receipt. Rejected stores will be removed and replaced with the acceptable stores by the Supplier at his own expense, within a specified time.

5. <u>PRE-DISPATCH INSPECTION (PSI)</u>:

- 5.1 Supplies shall be subjected to the inspection and acceptance by the competent inspection authority nominated by the Purchaser, who will arrange it at his own cost
- 5.2 Inspection facilities such as tools, test equipment, instruments etc. will, however, be provided by the Suppliers in accordance with the relevant specifications.

6. WARRANTY / GUARANTEE

- 6.1 The supplier will have to provide warranty / guarantee for a period of one-year smooth functioning of the Refrigeration System, including free of cost supply of spare parts.
- 6.2 In case the stores on checking / test after receipt at Consignee's warehouse are found not conforming strictly to the relevant specification and other particulars are found damaged during transit, the Supplier shall Immediately replace the rejected/damaged stores by acceptable stores, free of cost, and without any obligation to the Purchaser. Rejected / damaged stores shall be disposed off by the Supplier under his own arrangements.
- 6.3 The supplier shall warrant the good quality of all equipment supplied against all defects or failures due to faulty design, material, or workmanship
- 6.4 The supplier shall also provide Guarantee for meeting the requisite quality and quantity of products. In case of any deficiency in term of quality or quantity of products, all related expenditure to fulfill commitment shall be borne by the supplier
- 6.5 One-year warranty / guarantee period will be started from the date of satisfactory conclusion of FAT.

7. ACCEPTANCE OF OFFERS

7.1 The purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposals, but is not required to justify grounds for its rejection. The purchaser shall incur no liability towards suppliers or contractors who have submitted bids or proposals.

8. **PERFORMANCE BOND**

- a) The successful bidders shall provide Performance bond within 15 days after issuance of letter of intent (LOI) at the rate of 10% of the total contract value, in the form of a Deposit At Call Receipt from a scheduled Bank; or, an un-conditional Bank Guarantee valid for a period of 12 months after the successful final acceptance test of the store in POFs. The Performance Bond will be in favour of C.M.A. POF Wah Cantt. It will be returned on satisfactory completion of the contract.
- b) If the Supplier fails to furnish the Performance Bond within the specified time, such failure will constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements for purchase of the stores at the risk and expense of the Supplier.
- c) In the event of unsatisfactory performance or any breach of the Contract, Bank Guarantee / Deposit at Call Receipt shall be forfeited by the BUYER. The Bank Guarantee / Deposit at Call Receipt will be returned to the SELLER by M.D-POF Havelian on request after its expiry or after satisfactory performance of the contract whichever is earlier.

9. FAILURE TO SUPPLY STORES

- 9.1 The specified delivery period (time and date of delivery / dispatch of stores) is the essence of the contract. All deliveries must be completed by the specified date(s). In failure to deliver stores within the scheduled time shall have arisen from "Force Majeure" which the Purchaser may admit as reasonable ground for further time, he will allow such additional time (without imposing liquidated demurrage) as he may consider to have been required by the circumstances of the case, of which he will be the sole judge and his decision will be final, otherwise he will be entitled at his option:
 - a. "In case of unsupplied portion of the contract and unsatisfactory performance, the contract shall be rescinded by forfeiture of security and guarantee by the authority which approved award of the contract".
 - b. "To recover liquidated damages when the government competent purchase officers on behalf of the government is satisfied that the failure to supply the stores within the scheduled delivery period has been for reason within the control of the suppliers and or if the government has suffered loss for reasons of belated delivery these liquidated damages if imposed will be recovered up to the rate of 2% but not less than 1% of the value of unsupplied quantity of the items per month or a part of a month for the period exceeding the original delivery period subject to the provision that the total liquidated damages thus leviable will be not exceed 10% of the total contract value of the particular stores which remained unsupplied either in part or in full."

OR

c. To withhold any payment due to the supplier until the whole of the stores have been supplied and/ or to direct deduction or recover, where considered necessary.

OR

d. To repurchase from elsewhere, at the risk and expense of the supplier, other articles of the same or similar description as he thinks fit to make good this default to the extent necessary, by canceling the contract, either wholly or for the unsupplied balance and with/ or without intimation to the supplier who shall be liable for any loss which the purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

10. FORCE MAJEURE

10.1 "Force Majeure" shall mean any event, Act / or other circumstances, not being an event, act or circumstances, under the control of the purchaser or of the supplier. The Supplier shall notify the Purchaser in writing of any such event within 15 days by Fax / Telex / Telegram of its commencement, which is relied upon by the supplier for its failure to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event. Non-availability of raw materials for the manufacture of stores, or of export

permit for the export of the contracted stores from the country of its origin, shall not constitute "Force Majeure".

0.2 FRUSTRATION

If by reason of "Force Majeure" any consignment shall not be delivered by the due date, then the delivery period may be extended appropriately for the purpose provided the said consignment shall be ready within four calendar months of the stipulated delivery date. If the said consignment shall not be ready after the lapse of four calendar months as aforementioned, then the Purchaser shall have the right to cancel the contract informing the Supplier of the cancellation in writing. This, however, will not apply to consignments already accepted and delivered according to the terms of this contract. The Supplier will not be entitled to any compensation whatsoever as a result of this cancellation.

11. **PAYMENT**

100% payment will be made by the C.M.A (POF) through crossed cheque on Successful Final Acceptance Test of the store on our prescribed bill form supported by receipt voucher on full supply basis.

12. SECURITY OF INFORMATION

The tenderer and his employees must not communicate any information relating to the sale/purchase of stores under this enquiry to any person other than the manufacturer or to any press or agent not authorized in writing by POFs to receive it.

Please return the Schedule to the Tender duly signed by the specified date, alongwith the specifications drawings etc. if any, enclosed herewith - even if you are unable to quote.

WARNING

In case the firm abstain from making offers or fail to return/acknowledge the tender form by the specified date on three consecutive occasions, no further tender enquiry may be issued to them and their names would liable to be removed from the approved list.

Yours Faithfully

MANAGING - DIRECTOR PAKISTAN ORDNANCE FACTORIES

Tel: +92-992-810001,3 Ext. 28257, 28614 Fax: +92-992-810318, E.mail: mdhvn@pof.gov.pk

PAKISTAN ORDNANCE FACTORIES Schedule to T.E No.0024-HVN-LP-CAPT. Dated: 12 -03-2024

(1) For Plant and Machinery.

Sr.#	Description with Spec etc.	A/U	Qty	Price Rs.		Delivery
51.#				In Figures	In Words	Date
1.	Price of Refrigeration System 30 Tons	No	02			
2.	Price of Installation & Commissioning					
	Price of Spares/Accessories (Pump + Motor					
	& Starter + Compressor)					
4.	Price of documentation					
5.	2 x years item wise price of the spares					
6.	Installation Commissioning Charges					
	Total Price					

Technical Evaluation Criteria

- a. The offered product will be technically evaluated on the basis of attached Annex-A.
- b. Technical quotation may be supported with literature/brochure.
- c. Attached Annex-B may be filled and signed/stamped.
- 2) For Plant & Machinery Specification

Annex-A (Attached)

3) Special Conditions:

- i. Only Registered suppliers with Sales Tax & Income Tax Deptt.) who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services (Sales Tax Registration & NTN must be enclosed with the quotations).
- ii. Quotation Strictly according to our requirement, specification and TE term and conditions. Quote all parameter of specification and the bid being technically deviated from any parameter of the specification shall be out-rightly rejected.
- iii. Store will be supplied in standard packing.
- iv. Basic Price and Sales Tax should be quoted separately.
- v. Offer should only be forwarded if the supplier has authorization / Export permit for export of store.
- vi. Fax/E-Mail offer will not be entertained.
- vii. Offer without complete Bid Money (CDR only) & Tender Fee (Postal Orders/Pay order) will not be entertained.
- viii. Quotation submitted on Schedule to TE must be signed / Stamped.
- ix. In case, the order is placed on your firm, Professional Tax Certificate issued by the Govt. of KPK will have to be submitted along with the bill against supplies as per prevailing rates of E&T deptt. KPK.
- vii. Suppliers are required to sign **Annexure-C** attached to this TE document regarding Declaration of Fees, Commissions, and Brokerage etc, paid or intended to be paid by them of Goods, Services and Works in case of exceeding more than US\$ 50,000 (or its equivalent in other foreign currency) in value.

x. <u>Compliance sheet (point-to-point comparison) to T.E is also essentially required as per following format:</u>

Sr. No.	POF Specification (Annex-A)	Firm's Remarks/Offer
1.		

(4) <u>Undertaking</u>

Should our offer be accepted, we hereby undertake to supply the stores/render the services contracted on the basis of General conditions of contract embodied in Form POF 1281, and to deposit the performance bond within the prescribed time, failing which it will constitute a breach of contract, and POF will have the right to purchase the stores/services elsewhere at our risk and cost.

Place _____ Date_____

Signature of Tenderer				
Name				
Position				
Address				
Income Tax G.I.R. No				
Official Stamp				

1	Nomenclature Refrigeration System 30 Tons/each, Qty 02 Nos					
	Specification					
	Screw type compressors (refrigeration units) along with					
A)	all suitable equipment, electric panel for operation					
	400V ±5%, 50 Hz, 3 Phase.					
i.	Capacity	30 Tons / Each				
	Media	Brine Alcohol (60% water, 40% Alcohol)				
	Inlet Temperature of Media (Brine Alcohol)	Ambient				
	Working Temperature of Brine Alcohol	-14 to -24 °C				
	Temperature increase after each process cycle	3 to 5 °C				
	Volume of Brine Alcohol Tank	4000 Liters				
	Required Pressure of Pump (Brine Alcohol)	3 to 6 Bar				
	Fresh Water-Cooled Shell & Tube Condenser in c					
	Qty 02 Nos					
	Shell & Tube Evaporator (Pure Copper Tubes i.e. 99	99%) Qtv 02 Nos				
	Refrigerant, R-134a or any green gas along-with con					
	PLC based control system (along-with redunda					
	accessories for both local and remote monitoring and					
	02x airculation number 8 maters along with all quite					
⊢)	$400V \pm 5\%$, 50 Hz, 3 Phase.					
i.	Head of circulation pump	35±2 m				
	Capacity of multi stage pump	35±1 m ³ / Hr				
	System should be energy efficient with VFD / Soft Starter control system					
· · ·	Spares					
	For Pump	Qty				
		02 No's for each Pump (04 Front + 04 Rear)				
		02 Set's for each Pump (Total Qty 04 Set's)				
		02 Set's for each pump (Total Qty 04 Set's)				
		02 No's for each Pump (Total Qty 04 No's)				
	For Motors & Starters	QTY				
		02 No's for each Motor (06 Front+06 Rear)				
	Push buttons					
	Indication light					
	Contactor (Brands: Siemens ABB Schneider OR					
iv.	Equivalent)					
v	Ampere meter					
	Volt meter					
	Electronic over current relay	02 No's each				
vii.	(<u>Brands:</u> Siemens, ABB, Schneider <u>OR</u> Equivalent)					
	<u>Dhasa failura ralay</u>					
viii.	(Brands: Siemens, ABB, Schneider <u>OR</u> Equivalent)					
	Phase reverse protection relay					
ix.	(Brands: Siemens, ABB, Schneider OR Equivalent)					
Х.	Cable Glands	06 No's				
	For Compressor	QTY				
	Rotor	01 Set (Male + Female)				
	Suction Valve	02 Nos				
	02xyears necessary mechanical, electrical and i					
D	Hermetic screw type compressor, pumps & motors s	•				

4. 04 Sets of Technical Documents in English Language

- i. Complete P & I Drawings
- ii. Instruments interlocking drawings along with instruments valid calibration certificates with recommended calibration procedures.
- iii. Detail of all cables along with electrical panel drawings
- iv. Illumination & auxiliary elect supply drawing
- v. Maintenance & trouble shooting manuals
- vi. Detailed Electrical and Instrument connection diagram along with electrical load detail of all equipment. VFD / Soft Starter parameters
- vii. Backup of PLC software with lifetime support
- viii. Operational, Maintenance, Lubrication & Safety Manual
- ix. Complete dimensional/Assembly & Installation drawing
- x. Spare parts catalogue number/part number for Compressors, Pumps & Motors

5. <u>Available Utilities</u>

Following utilities are available:

- i. Electricity 400± 5% volts, 50 Hz, three Phase.
- ii. Electricity 230± 5% volts, 50 Hz, single phase.
- iii. Raw water 2 to 3 bar

6. CLIMATIC CONDITIONS:

- i. Ambient temperature : $0 \sim 46 \,^{\circ}\text{C}$
- ii. Atmospheric Relative humidity : 25 80%
- iii. Earthquake Value : 7 on Richter scale

7. <u>General Conditions</u>

- i. Motors should be with IP-65 standards
- ii. Soft starters and other safety devices for protection
- iii. Cabling of whole plant along-with cable trays, conduits, mounting structure for installation of cables
- iv. Control boxes for motors control with IP-65 certification along with auto / manual provision if required
- v. Complete IP-65 certified illumination system along with all accessories e.g conduits, saddles, junction boxes, lights, cables, switch boards & DBs etc
- vi. Lightening arresters and earthing material with complete accessories for inside and outside the building
- vii. All accessories, cables required for auxiliary supply of the building
- viii. All necessary special tooling for installation, overhauling and repairing of refrigeration system will be provided along with supply and cost may be quoted separately
- ix. Supplier should provide detailed technical specifications and technical broacher of manufacturer with complete details of construction of refrigeration system and other relevant performance curves drawings etc. along with technical offer
- x. General civil works of the building will be carried out by the buyer according to the civil design provided by the supplier. However, unit supports structure will be provided by the supplier. The supplier should provide structural & architectural design along with complete civil working drawings within 30 days after issuance of contract, so that purchaser could start civil work promptly
- xi. For emergency shutdown of machine/unit, a suitable emergency shutdown system shall be provided to switch off machine/unit immediately without affecting any other operation
- xii. Being a Turn Key project i.e. engineering, design, supply, installation and commissioning will be the responsibility of supplier. Firm will be responsible to include all major and minor

equipment, accessories, whether this additional requirement is included in contract or otherwise to make the system most suitable for successful commissioning & operations

- xiii. The supplier will be responsible to interconnect the provided system with existing setup
- xiv. Firms may visit site before submission of their offer for better understanding of scope of Work and timely submission of their offers
- xv. Cut-out system for low/high oil and gas pressure be included
- xvi. Digital pressure gauges of oil and gas be provided
- xvii. Supplier shall guarantee for provisioning of spare parts on payment for next 15 years

8. <u>COUNTRY OF ORIGIN</u>:

USA / UK / EU / JAPAN

'OR' any other country having manufacturing facility under license of OEM from above mentioned origin.

9. Installation / Commissioning & Final Acceptance Test (FAT)

- i. Installation / Commissioning & Final Acceptance Test will be carried out under supervision of seller's technical team
- ii. POF Havelian will provide required number of technicians for commissioning, trial run & FAT
- iii. Seller will bear all expenses of its technical team during commissioning & trial run period
- iv. FAT of the each refrigeration system will be based on successful operation of 01x working week at the specified parameters through hot water
- v. Trial Production of NG:
 - a. Number of days : 03 days
 - b. Daily production duration : 09 hours/day
- vi. In Case of any deficiency & discrepancy, all related expenditures to fulfill the commitment shall be borne by the seller without any obligation to the Buyer

SUPPLIER'S CAPABILITY

- NAME OF THE FIRM: 1. ADDRESS:
 - 1.1 TELE:NO: _____
 - 1.2-FAX NO:
 - 1.3- E.MAIL ADDRESS:
- WHETHER PUBLIC LTD, PRIVATE LTD, PARTNERSHIP 2. _____
- OR SOLE PROPRIETORSHIP:
- 3. ESTABLISHED SINCE:

8.

- CAPACITY: (Manufacturer / Stockist/Agent to foreign Firm): 4.
- 5. IF MANUFACTURER. PROVIDE FOLLOWING DETAILS:
 - 5.1-RANGE OF PODUCTS MANUFACTURED:
 - DETAIL OF PLANTS, MACHINERY AND MAJOR EQUIPMENTS: 5.2-(Attach separate sheet if required):
- 6. INSPECTION/QUALITY ASSURANCE FACILITIES:
- 7. ISO-9000 CERTIFIED IF SO ATTACH NECESSARY DOCUMENTS
 - IF STOCKIST, PROVIDE FOLLOWING:-
 - 8.1-DETAILS OF STOCKS HELD: -
 - APPROX. STOCK VALUE 8.2-
 - LOCATION OF STOCKS: 8.3-

ORGANISATIONAL DETAILS.

9. WHETHER THE FIRM IS REGISTERED WITH THE FOLLOWING DEPTTS. (Give registration No., Date and attach copies of the necessary documents).

DP/ARMY OR ANY GOVT./SEMI GOVT. DEPTT: 9.1

- 9.2- IMPORT TRADE CONTROL DEPTT: _____
- SALES TAX DEPTT: 9.3-
- INCOME TAX DEPTT: ______ 9.4-FINANCIAL STATUS: (Bank certificate to be attached) Signature Name: _____

Stamp

DECLARATION OF FEES. COMMISSIONS AND BROKERAGE ETC: PAYABLE BY THE SUPPLIERS OF GOODS, SERVICE AND WORKS

1. M/s. ------ [The Seller /Supplier) I hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

2. Without limiting the generality of the foregoing,[the Seller/Supplier] 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 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 from GoP, except that which has been expressly declared pursuant hereto.

3. [The Seller/Supplier] certified 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. [The Seller/Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

5. Not with standing any rights and remedies exercised by GoP in this regard, [the Seller/Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP.

SIGN_____

SEAL