## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

## TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF MUNICIPAL, SERVICES & GOODS.

1)	NAME OF THE ORGANATIONZATION/DEPTT.	Karachi Metropolitan Corporation
2)	PROVINCIAL / LOCAL GOVT. / OTHERS	Local Government (KMC)
3)	TITLE OF ACCOUNTS	PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI
4)	TENDER NUMBER	KMC/MS/CM/06/17-18
5)	BRIEF DESCRIPTION OF CONTRACT	PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI
6)	FORUM THAT APPROVED THE SCHEME	Mayor, Karachi
7)	TENDER ESTIMATED VALUE	Offer Rate
8)	ENGINEER 'S ESTIMATE (FOR CIVIL WORKS ONLY)	N/A
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRA CT)	120 Days
10)	TENDER OPENED ON (DATE & TIME)	15-11-2017 at (02:30 PM)
11)	NUMBRE OF TENDER DOCUMENTS SOLD (ATTACH LIST OF BUYER)	03 Nos
12)	NUMBER OF BID RECEVIED	03 Nos
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	03 Nos
14)	BID EVALUATION REPORT (ENCLOSE A COPY)	Copy Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Leapfrog Solutions Pakistan, Barkat-e-Hyderi, North Nazimabad, Reg. Office P.O Box 11022, Karachi.
16)	DATE OF CONTRACT SIGNING (Attach copy of Agreement)	07-03-2018
17)	CONTRACT AWARD PRICE	Rs.1,98,00,000/-
18)	RANKING OF SUCCESSFUL BIDDER IN EVALATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID)	1 <sup>st</sup> lowest

	a)	SINGLE STAGE - ONE ENVELOPE PROCEDURE	<b>✓</b>			
	b)	SINGLE STAGE – TWO ENVELOPE PROCEDURE	X			
	c)	TWO STAGE BIDDING PROCEDURE	X			
	d)	TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE	Х			
	e)	IN CASE OF CONSULTANCY				
		Least Cost				
		(i) QCBS		N/A		
		(ii) QBC		N/A		
		(iii) CQS		N/A		
	Hara Care de	CASE SPECIFY IF ANY OTHER METHOD ERGENCY, DIRECT CONTRACTING / NEGOTIAT				OPTED I.E.
20)		PROVING AUTHORITY FOR AWARD OF	Mayor, KN	IC		
21)		ETHER THE PROCUREMENT WAS INCLUDED ANNUAL PROCUREMENT PLAN?	YES	✓	NO	
22)	AD	VERTISEMENT:				
		SPPRA WEBSITE	YES 🗸	34650/2017		
	i)	(IF YES, GIVE DATE & SPPRA IDENTIFICATION NO.)	NO			
	NEWS PAPER ii) (IF YES, GIVE DATE & SPPRA		YES ✓	Daily The Day (Urdu) & Dated 29-09-20	Awami A	Daily Express waz (Sindhi)
		IDENTIFICATION NO.)	NO			
23)	NA	TURE OF CONTRACT	Domestic/ Local	Local	Int.	No
24)	INC	ETHER QUALIFICATION CRITERIA WAS LUDED IN BIDDING / TENDER DOCUMENTS? YES, ENCLOSE A COPY)	YES	<b>✓</b>	NO	
25)	INC	ETHER BID EVALUATION CRITERIA WAS LUDED IN BIDDING / TENDER DOCUMENTS? YES, ENCLOSE A COPY)	YES	✓	NO	
26)	WH AU ME	ETHER APPROVAL OF COMPETENT THORITY WAS OBTAINED FOR USING A THOD OTHER THAN OPEN COMPETITIVE DDING?	YES		NO	✓ <sub>N/A</sub>
27)	WA	S BID SECURITY OBTAINED FROM ALL THE DERS?	YES	1	NO	
28)	WH EVA	ETHER THE SUCCESSFUL BID WAS LOWEST ALUATED BID / BEST EVALUATED BID( IN SE OF CONSULTANCIES)	YES	✓	NO	
201		ETHER THE SUCCESSFUL BIDDER WAS	1100	1	NO	
29)		CHNICALLY COMPLAINT?	YES	•		

19) ,METHOD OF PROCUREMENT USED (TICK ONE)

31)	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	YES	✓	NO	
32)	WHETHER EVALUATED REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (ATTACH COPY OF THE BID EVALATION REPORT)	YES	✓	NO	
33)	ANY COMPLAINT RECEVIED	YES			
	IF YES, RESULT THEREOF)	NO		✓	
34)	ANY DEVIATION FROM SPECIFICATION GIVEN IN THE TENDER NOTICE / DOCUMENTS	YES			
	(IF YES, RESULT DETAILS)			✓	
35)	WAS THE EXTENSION MADE IN RESPONSE TIME?	YES			
	(IF YES, GIVE REASONS)	NO		✓	
36)	36) DEVIATION FROM QUALIFICATION CRITERIA (F YES, GIVE DETAILED REASONS)				
				✓	
37)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	YES	✓	NO	
38)	WAS A VISIT MADE BY ANY OFFICER /				
	OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF	YES		NO	✓
	VISIT, IF ABROAD: (IF YES, ENCLOSE A COPY)				
39)	WERE PROPER SAFEGAURDS PROVIDING ON MOOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARENTTEE ETC)?	YES		NO	✓ <sub>N/A</sub>
40)	40) SPECIAL CONDITIONS, IF ANY				
	(IF YES, GIVE BRIEF DESCRIPTION)	NO		✓	
Sign	ature & Official Stamp of DIRECTOR (CM) norized Officer  Municipal Services Department Karachi Metropolitan Corporation	-			
FOF	R OFFICE USE ONLY				

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi.</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



### KARACHI METROPOLITAN CORPORATION

## OFFICE OF THE DIRECTOR (CONTRACT MANAGEMENT) MUNICIPAL SERVICES DEPARTMENT

Room No.18, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Phone No.021-99215795

No. Dir/CM/MS/KMC/151/2018

Dated: 23-04-2018

To,

M/s Leapfrog Solutions Pakistan, Barkat-e-Hyderi, North Nazimabad, Reg. Office P.O Box 11022, *Karachi*.

### **WORK ORDER**

SUBJECT: - PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI (District ADP No.268, 2017-2018).

Reference:-

Agreement executed on 07-03-2018

The Competent Authority has been pleased to award you a contract for the above mentioned work at a total cost of Rs.1,98,00,000/- (Rupees: - One Crore Ninety Eight Lacs Only). You are therefore directed to contact the Chief Fire Officer (FB), KMC to obtain necessary instructions to carry out the work.

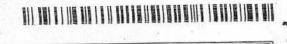
Please note that the work should be carried out strictly according to specifications attached with agreement and as per directives of Chief Fire Officer (FB), KMC, throughout the maximum contractual period i.e 120 days. Part delivery part payment is allowed.

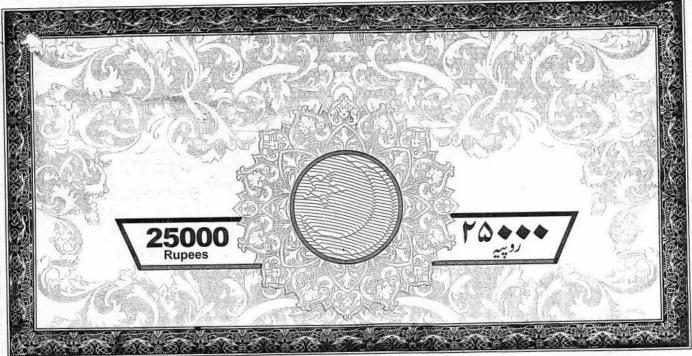
In case you failed to commence the work within Two (02) days after the receipt of Work Order, a Penalty at the rate (0.1% of Contractual Amount with maximum of 10% (Clause 7.4 of CC) will be charged and action will be taken against you as per terms & conditions of the agreement.

Director (Contract Management ) Municipal Services, KMC

C.C. to: -

- 1. Chief Fire Officer (FB), KMC
- 2. Office file





STAMP OFFICE CITY COURT, KARACHE

Stamp Value Rs.69,300/-

AGREEMENT

Project:

PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN

KARACHI.

Cost:

Rs.1,98,00,000/- (Rupees: - One Crore Ninety Eight Lacs Only)

Completion Time:

120 Days.

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

This Agreement is made on this <u>D7th March</u>018 at Karachi between the Karachi Metropolitan Corporation through its <u>Chief Fire Officer (FB) KMC</u> hereinafter called the "KMC", (which expression shall mean and include his successors) on the One Part and <u>M/s. Leapfrog Solutions Pakistan</u>, having their office at <u>Barkat-e-Hyderi</u>, North Nazimabad through their <u>M/s. Leapfrog Solutions Pakistan</u>, hereinafter call the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) on the Other Part.

Whereas the MC has accepted the tender of the Contractor dated 15-11-2017 on Offer Rate Basis amounting to Rs.1,98,00,000/- completion of the work namely PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI. at a cost of Rs.1,98,00,000/- (Rupees: - One Crore Ninety Eight Lacs Only) within a period of 120 Days and as per Terms & Conditions attached her with, which are part & parcel of the agreement. Penalty Rs. 0.01% of Contractual Amount Per D with maximum of 10% (Clause 7.4 of cc) per day, according to the specification and genera. Onditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contra or has already furnished with the KMC alongwith the bid a sum of Rs.4,00,000/- (Rupees: Ft. Lacs Only) Vide Pay Order No.00291352 dated 25-10-17 from Samba Bank Ltd. Sha. Lh-e-Faisal Branch on account of Bid Security for the said contract.

Je 2/3/21/8

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AANIN ALI STAMP VE

Ub. No. Ui 8. No.



RUPEES TWO HUNDRED ONLY 2018

HAWAR PASHA

AND WHEREAS the Contractor has also furnished / deposited a Bank Guarantee / Pay P.O.No.00291352 dated 25-10-17 from Samba Bank Ltd. Shahrah-e-Faisal Branch as Performance Security, equal to 2% of the contract value, in place / addition of above referred Pay Order of Bid Security for due performance of the contract remaining balance of 8% will be deducted from Running Bill. :

AND WHEREAS the Contractor has given a lien to the KMC over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the KMC, penalty through forfeiture of the said Security and the Performance Bond in case of breach of any condition of the contract without prejudice to the right of KMC to recover the damages from the Contractor for any such breach as per condition of the contract.

AND WHEREAS the following documents shall be deemed to from and be read and construed as part of this Agreement.

> I. Notice inviting tenders.

II. Tender documents marked 01/03 and dated 15-11-2017 including terms and conditions, BOQ, specifications and drawings.

2% Performance Guarantee / Pay Order as follows: (which will be retained till completion of the project and will be released along with the final bill / completion certificate on the request of the bidders)

1) Bank Guarantee / pay order No. No. 00291352 dated 25-10-2017 amount to Rs. 4,00,000/-.

Retention Money 8% (which will be released after 06 Months or Manufactures Warranty whichever is higher).

All correspondence in respect of the contract and the work alongwith undertaking.

AND WHEREAS in consideration of the payments to be made by the KMC to the Contractor as hereinafter mentioned the Contractor hereby covenants with the KMC to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.

AND WHEREAS the KMC hereby covenants to pay to the Contractor in consideration of execution and completion of the work and remedy of defects therein, contract price of such other sum as may become payable under provision of the contract.

AND WHEREAS the Contractor binds himself to execute and complete the work according to specification and to pay to the KMC, compensation for delay as per relevant clause



AAMIR ALI STAMP VENDOR Flat No. A-6, Lawrance Plaza, Garden West, Karachi

Lic. No. 38

3. No.

75918

0 5 MAR 2018

ISSUED TO WITH ADDRESS.

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THEOLOGY WITH ADDRESS.

TALAT TABASSUM
THEOLOGY WITH ADDRESS.

TH

AND WHEREAS in case of any disagreement / dispute on technical matters and those relating to execution of project the decision of the KMC, will be final conclusive and binding on the Contractor.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

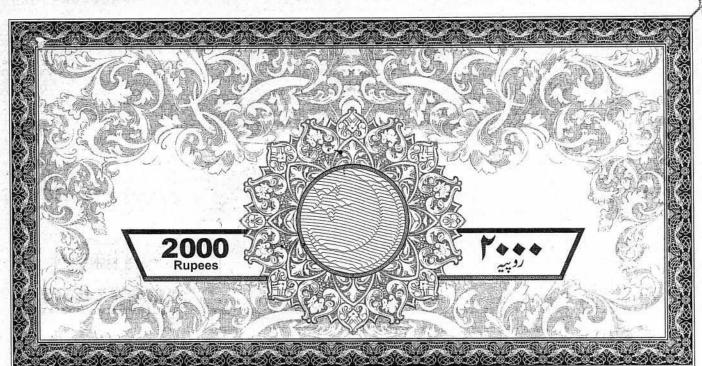
IN WITNESS WHEREOF the said parties have set their respective hands on this

07th March M/s. Leapfrog Solutions Pakistan

WITNESSES;-

1. MOSTAMA

Chief Fire Officer (FB) KMC Chief Fire Officer Fire Brigade KMC



AAMIR ALI STAMP VENDOR Flat No. A-6, Lawrance Plaza, Garden West, Karachi Lic. No. 38

3. No.

DATE: 0 5 MAR 2018

TALAT TABASSUM ADV. KBA-121

ISSUED TO WITH ADDRESS .....

THROUGH Projectss

PURPOSE

VALUE RS. (ATE

STAMP VERBOR SIGNATURE

COST:

PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI.

RIPEES TO THOUSAND OTLY,

Rs:T;98,00,000/- (Rupees: - One Crore Ninety Eight Lacs Only)

**Completion Time:** 

120 Days.

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

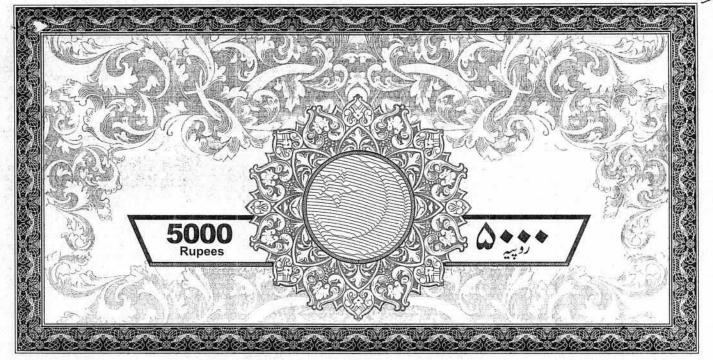
(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

Name of Firm: -

M/s Leapfrog Solutions Pakistan.





STAMP OFFICE CITY COURT, KARACHI

(RUPERS RIVE TEOUSAND ONLY)

Issued to CNIC/LEG No. Vide D.S.R. No.

Orproject: Challan No TRE HOSES FOR FIRE FIGHTING OPERATIONS IN for the purpose of

Er Costo.

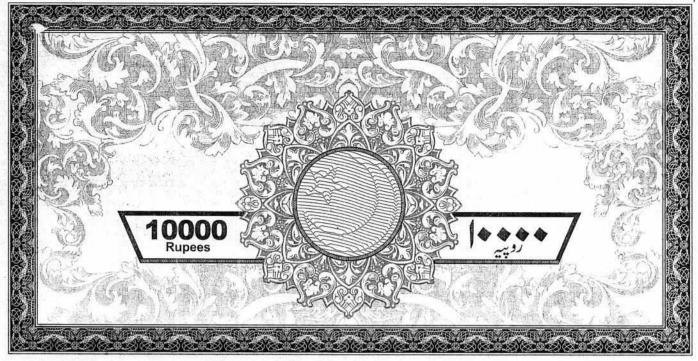
Rupees: - One Crore Ninety Eight Lacs Only) **Completion Time:** 

of Contractual Amount Per Day with maximum of 10% Penalty: (Clause 7.4 of ce)

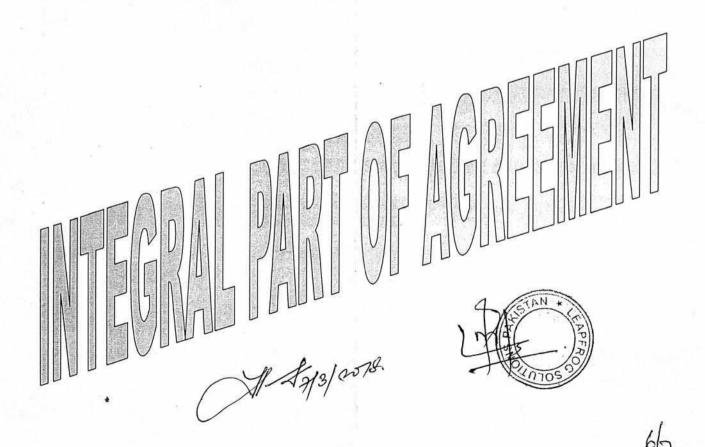
(Part Delivery Part Payment is allowed)

Name of Firm: -M/s Leapfrog Solutions Pakistan.

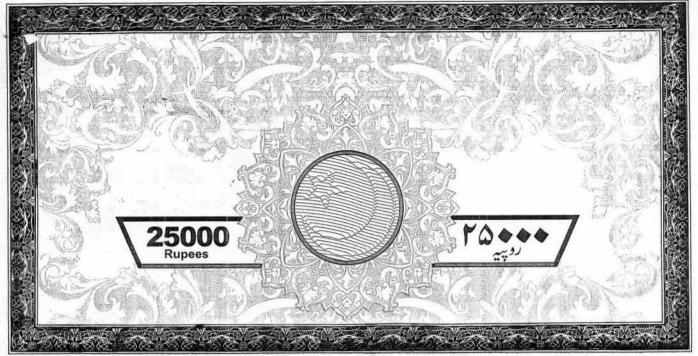




STAMP OFFICE CITY COURT, KARACHI (RUPEES TEN THOUSAND ONLY) Issued to. CNIC/LEG No.. Vide D.S.R. No.\_ On behalf of Challan No. OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN for the Project of Entry No. Cost: 89,080/- (Rupees: - One Crore Ninety Eight Lacs Only) Completion Time Penalty: #191% of Contractual Amount Per Day with maximum of 10% (Clause 7.4 of cc) (Part Delivery Part Payment is allowed) Name of Firm: -M/s Leapfrog Solutions Pakistan.







STAMP OFFICE CITY COURT, KARACHE

CNIC/LEG No ... Vide D.S.R. No.

On behalf of Challan No. for the purpose of

FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN

Entry No Cost:

0,000/- (Rupees: - One Crore Ninety Eight Lacs Only)

Completion Time

Penalty:

7.01% of Contractual Amount Per Day with maximum of 10% (Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

Name of Firm: -

M/s Leapfrog Solutions Pakistan.



### (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.: KMC/MS/CM/06/17-18 Dated: 28-09-2017

Contract value: Rs. 1,98,00,000/- Contract Title: PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI

M/s Leapfrog Solutions Pakistan hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Karachi Metropolitan Corporation or any subdivision or agency thereof or any other entity owned or controlled by KMC through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Leapfrog Solutions Pakistan 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 kick back, whether described as consultation fee or otherwise, with object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from KMC, except that which has been expressly declared pursuant hereto.

M/s Leapfrog Solutions Pakistan 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 KMC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Leapfrog Solutions Pakistan accept full responsibility and strict liabilities 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 KMC under any law, contract or other instruction, be voidable at the option of KMC.

Not with standing any rights and remedies exercised by KMC in this regards, M/s Leapfrog Solutions Pakistan agrees to indemnify KMC for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to KMC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Leapfrog Solutions Pakistan 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 KMC.

Contractor:

Signature:

Karachi Metropolitan Corporation:

Signatu Chier Fire Officer
Eire Brigade KMC



## KARACHI METROPOLITAN **CORPORATION**

## MUNICIPAL SERVICES DEPARTMENT

CONTRACT MANAGEMENT

SINGLE STAGE - ONE ENVELOPES PROCEDURE Based on SPP Rule 2010 (Amended-2017)

### NAME OF SCHEME: PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI

**Estimated Cost:-**

Offer Rate

Tender Cost:

Rs.3,000/-

Time Limit:-

120 Days

Penalty

0.1% / Per Day

(As per Clause 7.4 of Contract Data)

To be Opened on:-

26-10-2017

Validity of Tender:

90 Days (Extendable further 90 Days)

Note:

This document is as per SPPRA Standardized Bidding Document

effective from 26-12-2011.

Municiph Services Department, Municiph Services Department partment, Municiph Metropolitan Corporation reason Metropolitan Corporation

Tender Issued:

No: KMC/MS/CM/06/17-18

Issue to M/s

Pay Order No. 183 96 419

Dated 05- 16- 2017

ap of Issuing Authority Accountant Contract Management

Municipal Services,

K.M.C.





## KARACHI METROPOLITAN CORPORATION

OFFICE OF THE DIRECTOR (CONTRACT MANAGEMENT)
MUNICIPAL SERVICES DEPARTMENT

Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Phone No.021-99215795

### AMENDMENT IN PRICE SCHEDULE

SUBJECT: PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI

S No	Nomenclature	. Qty	Rate	Unit	Rate in word	Amount
			(Inclusive all applicable taxes)	1		
	Fire Hose ID 45 mm extruded layflat hose, circular woven jacket from synthetic fibres, twill weave, Warp: High tenacity Polyester, Weft: Polyamide, coated on both sides with NBR-PVC rubber compound Inner diameter: 45mm (-0,5 + 1,0 mm) Burst pressure: 50 bar Working pressure: 16 bar Adhesion: 1.600 N/m - resistant inside and out against chemicals like petrol, acids, alkaline and salt solutions, durable & abrasion resistant, with BSS/Barcelona Coupling. Temperatures range: -30°C to +50°C (+80°C for a short duration). Length 50 meters	225 (	88,000/2	. Nos.	Fighty Eight Thousand only-	19,800,68

Lotal Bid Amount in Words: Rs. Ninteen Million Eight Hundred
Thousand only-
Checked & Verified by:
I/We quoted the price schedule and bound ourselves to comply all terms and conditions of this contract with all existing rules and regulations of KMC and I have attached an Bio Security in shape of Pay Order / Bank Guarantee Pay order No. 0029+352  [Pay Order / Bank Guarantee]
Dated 25-10-2017 issued from Sanba Bank Cimited.
Corporation (KMC) No Correction love Stand in This Pose
Signature of Ridder with Stam
Signature of Signa
Page 81 of 8
Amounting Rs. 400,080/2 in favour of Karachi Metropolitan Corporation (KMC)  No Correction Over STAN  Signature of Midder with Stamp

### PROVISION OF FIRE HOSES FOR FIRE FIGHTING OPERATIONS IN KARACHI

#### **ELIGIBILITY CRITERIA**

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### Part-A: Eligibility Criteria

- Valid NTN Certificate.
- Valid Sales Tax Registration / Valid SBR Certificate (Whichever is applicable).
- . Valid Professional Tax.
- 4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- d. Bid must be valid as mentioned in Bidding Data and unconditional.
- d. All rates quoted including the total amount of the bid shall be in figures & words (both).
- . All Corrections / overwriting shall be clearly re-writing with initials & duly stamped by the bidder.
- The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.
- JV Agreement must be attached in case of Joint Venture.
- 1). An Affidavit of No litigation and No blacklisting on stamp paper of Rs. 100/-

### Part-B: Minimum Qualification Criteria

The working experience of the contractor within relevant field should be of minimum 5 years (written evidence required in form of work orders).

The working experience of the contractor with Public Organization in Karachi for similar nature should be of minimum 5 years (satisfactory completion report for completed work should be submitted as evidence).

Third party verification of all imported goods before supply by Cotecna / SGS / etc whichever is applicable.

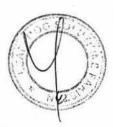
Income Tax return of last 5 consecutive years.

Bidder business experience is similar nature more than the bid amount in last 5 years as an aggregate.

Undertaking of latest and new product quoted in the bid from manufacture with countersigned and stamped by the bidder.

Meeting the minimum specification of each quoted item as enclosed in the bidding documents.

Those bids which will meet all Eligibility & Minimum Qualification Criteria shall be declared as "Substantial Responsive Bids" and their bid will further be scrutinized on their financial offer.





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## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

## TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF MUNICIPAL, SERVICES & GOODS.

1)	NAME OF THE ORGANATIONZATION/DEPTT.	Karachi Metropolitan Corporation
2)	PROVINCIAL / LOCAL GOVT. / OTHERS	Local Government (KMC)
3)	TITLE OF ACCOUNTS	PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITH IN KARACHI
4)	TENDER NUMBER	KMC/MS/CM/09/17-18
5)	BRIEF DESCRIPTION OF CONTRACT	PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITH IN KARACHI
6)	FORUM THAT APPROVED THE SCHEME	Mayor, Karachi
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15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Leapfrog Solutions Pakistan, Barkat-e-Hyderi, North Nazimabad, Reg. Office P.O Box 11022, Karachi.
16)	DATE OF CONTRACT SIGNING (Attach copy of Agreement)	07-03-2018
17)	CONTRACT AWARD PRICE	Rs.1,98,17,500/-
18)	RANKING OF SUCCESSFUL BIDDER IN EVALATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID)	1 <sup>st</sup> lowest

	a) SINGLE STAGE – ONE ENVELOPE PROCEDURE	✓			
	b) SINGLE STAGE – TWO ENVELOPE PROCEDURE X				
	c) TWO STAGE BIDDING PROCEDURE	X			
	d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	X			
	e) IN CASE OF CONSULTANCY				
	Least Cost				
	(i) QCBS		N/A		
	(ii) QBC		N/A		
	(iii) CQS		N/A		
	PLEASE SPECIFY IF ANY OTHER METHOD EMERGENCY, DIRECT CONTRACTING / NEGOTIA				PIED I.E.
20)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Mayor, KM	IC .		
21)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	YES	✓	NO	
22)	ADVERTISEMENT:				
	SPPRA WEBSITE	YES 🗸	34650/2017		
	<ul> <li>i) (IF YES, GIVE DATE &amp; SPPRA IDENTIFICATION NO.)</li> </ul>	NO			
	NEWS PAPER ii) (IF YES, GIVE DATE & SPPRA	YES 🗸	Daily The Dawn (English), Daily (Urdu) & Awami Awaz Dated 29-09-2017)		
	IDENTIFICATION NO.)	NO			
			Local		
23)	NATURE OF CONTRACT	Domestic/ Local	✓ ✓	Int.	No
24)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (IF YES, ENCLOSE A COPY)		✓	NO	
25)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (IF YES, ENCLOSE A COPY)		✓	NO	
26)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	VES		NO	✓ <sub>N/A</sub>
27)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	YES	<b>✓</b>	NO	
28)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID( IN CASE OF CONSULTANCIES)	Land and the state of the state	<b>✓</b>	NO	
29)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?	YES	✓	NO	
30)	WHETHER INTEGRITY PACT WAS SIGNED (If yes, enclose a copy)	Yes	✓	No	

19) • METHOD OF PROCUREMENT USED (TICK ONE)

• 31)	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	YES	✓	NO	
32)	WHETHER EVALUATED REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (ATTACH COPY OF THE BID EVALATION REPORT)	YES	✓	NO	
33)	ANY COMPLAINT RECEVIED	YES	J		
	IF YES, RESULT THEREOF)	NO		✓	
34)	ANY DEVIATION FROM SPECIFICATION GIVEN	YES			
	IN THE TENDER NOTICE / DOCUMENTS (IF YES, RESULT DETAILS)			<b>✓</b>	
	(IF YES, RESULT DETAILS)	NO			
35)	WAS THE EXTENSION MADE IN RESPONSE	YES			
	TIME? (IF YES, GIVE REASONS)		<b>√</b>		
20	DEVIATION FROM QUALIFICATION CRITERIA	YES			
36)	36) DEVIATION FROM QUALIFICATION CRITERIA (F YES, GIVE DETAILED REASONS)		<b>✓</b>		
		NO		<b>v</b>	
37)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	YES	✓	NO	
38)	WAS A VISIT MADE BY ANY OFFICER /				
	OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF	YES		NO	<b>✓</b>
	VISIT, IF ABROAD: (IF YES, ENCLOSE A COPY)				
39)	WERE PROPER SAFEGAURDS PROVIDING ON MOOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARENTTEE ETC)?	YES		NO	✓ <sub>N/A</sub>
40)	SPECIAL CONDITIONS, IF ANY	YES			
	(IF YES, GIVE BRIEF DESCRIPTION)	NO		<b>✓</b>	
	nature & Official Stamp of TRECTOR (CM) horized Officer				
EOI					
FOI	R OFFICE USE ONLY				

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi.</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



## KARACHI METROPOLITAN CORPORATION

## MUNICIPAL SERVICES DEPARTMENT

### CONTRACT MANAGEMENT

SINGLE STAGE - ONE ENVELOPES PROCEDURE Based on SPP Rule 2010 (Amended-2017)

### NAME OF SCHEME:

PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITHIN KARACHI

Estimated Cost:-

Offer Rate

Tender Cost:

Rs.3,000/-

Time Limit:-

120 Days

Penalty

0.1% / Per Day

(As per Clause 7.4 of Contract Data)

To be Opened on:-

26-10-2017

Validity of Tender:

90 Days (Extendable further 90 Days)

This document is as per SPPRA Standardized Bidding Document effective from 26-12-2011.

DIRECTOR (CM)

Municipa 36 ResiDepartment tment, Karachi Meletichical Comporation oration

Tender Issued:

No: KMC/MS/CM/09/17-18

Issue to M/s

Pay Order No. 18396416

Dated 05- 10- 2017

Signature & Stamp of Issuing Authority Accountant -Contract Management Municipal Services, K.M.C.

Page 1 of 84



### KARACHI METROPOLITAN CORPORATION

OFFICE OF THE DIRECTOR (CONTRACT MANAGEMENT) MUNICIPAL SERVICES DEPARTMENT

Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Phone No.021-99215795

	PROVISION OF OPERATIONS WIT			R DIS/	ASTER MAN	AGEMENT
S No	Nomenclature	Qty.	Rate 60	mil.	Rate in word	Amount
		X-3	(Inclusive	100		
0.1			applicable takes	151		
01	Lighting Tower with 6KVA		1 1/1	JEII		
	Generator, Lamps 4x1000		12	100		
	watt metal Halide, Generator:		KIBY	Five .	million Nin	e
	6.5kw, 50Hz, Single phase,	01/	COO.	Tank	I Thousand on	1 /5 agn
	220volt, Trailer frame Tubular	0	5,990,000 i	o. ( thouse	ing /	5,990,
	steel 3/16" wall			Nint	Inousand or	4
02 .	Heavy Duty Handheld Light,					
	re-chargeable, dustproof,					
	splash-proof safety lamp in					
	sturdy plastic casing, with					
	swivelling head maintenance-			1	1 0 0/1	
	free lead-gel accu. battery,			1100	Lacs eight	' )
	high-quality Xenon bulb and		2 2 7	Thous	sand Five	131070
S	LED pilot lamp	15(	208,500/2 N	os. Hun	lacs Eight sand Five dred only	3,127,5
03	Positive Pressure Ventilator /			-		
	Smoke Extractor, powered by					
	a 3 phase, 230v, 50Hz and					
	2.5KW explosion-free motor,			1 7.00	m'111:	
	air flow rate of 6000 cum/hr			100	Mission ove	
	c/w set of fire resistant flexible			Hund	red fourty	1
	suction and delivery ducting	06	2,140,000 N	Thous	million one year fourty sand centy	10,700,0
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ecu	rity in shape of Pay Order / B	ank Gu	larantee /	order		Bank Guarantee)
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## PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITHIN KARACHI.

#### **ELIGIBILITY CRITERIA**

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### Part-A: Eligibility Criteria

- Valid NTN Certificate.
- Valid Sales Tax Registration / Valid SBR Certificate (Whichever is applicable).
- . Valid Professional Tax.
- . Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- . Bid must be valid as mentioned in Bidding Data and unconditional.
- . All rates quoted including the total amount of the bid shall be in figures & words (both).
- . All Corrections / overwriting shall be clearly re-writing with initials & duly stamped by the bidder.
- . The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.
- JV Agreement must be attached in case of Joint Venture.
- 0. An Affidavit of No litigation and No blacklisting on stamp paper of Rs.100/-

#### Part-B: Minimum Qualification Criteria

- 1. The working experience of the contractor within relevant field should be of minimum 5 years (written evidence required in form of work orders).
- The working experience of the contractor with Public Organization in Karachi for similar nature should be of minimum 5 years (satisfactory completion report for completed work should be submitted as evidence).
- Third party verification of all imported goods before supply by Cotecna / SGS / etc whichever is applicable.
- .4. Income Tax return of last 5 consecutive years.
- .5. Bidder business experience is similar nature more than the bid amount in last 5 years as an aggregate.
- .6. Undertaking of latest and new product quoted in the bid from manufacture with countersigned and stamped by the bidder.
- 17. Meeting the minimum specification of each quoted item as enclosed in the bidding documents.

Those bids which will meet all Eligibility & Minimum Qualification Criteria shall be declared as "Substantial Responsive Bids" and their bid will further be scrutinized on their financial offer.







### KARACHI METROPOLITAN CORPORATION

## OFFICE OF THE DIRECTOR (CONTRACT MANAGEMENT) MUNICIPAL SERVICES DEPARTMENT

Room No.18, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Phone No.021-99215795

No. Dir/CM/MS/KMC//50 /2018

Dated: 23-04-20/8

To,

M/s Leapfrog Solutions Pakistan, Barkat-e-Hyderi, North Nazimabad, Reg. Office P.O Box 11022, Karachi.

### SUPPLY ORDER

SUBJECT: - PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS

WITH IN KARACHI

(District ADP No.273, 2017-2018).

Reference:- Agreement executed on 07-03-2018

The Competent Authority has been pleased to award you a contract for the above mentioned supply at a total cost of Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen Thousand Five Hundred Only). You are therefore directed to contact the Chief Fire Officer (FB), KMC to obtain necessary instructions to carry out the supply.

Please note that the supply should be carried out strictly according to specifications attached with agreement and as per directives of Chief Fire Officer (FB), KMC, throughout the maximum contractual period i.e 120 days. Part delivery part payment is allowed.

In case you failed to commence the supply within Two (02) days after the receipt of Supply Order, a Penalty at the rate (0.1% of Contractual Amount with maximum of 10% (Clause 7.4 of CC) will be charged and action will be taken against you as per terms & conditions of the agreement.

Director (Contract Management ) Municipal Services, KMC

#### C.C. to: -

- 1. Chief Fire Officer (FB), KMC
- 2. Office file





TAMP	OFFICE CITY	COURT, KARACHI
,	011100	

for the purpose of\_

Entry No.

Stamp Value Rs.69,400/-

AMPLES THEM IN A SECOND

AGREEMENT

Project:

PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT

OPERATIONS WITH IN KARACHI.

Cost:

Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen

Thousand Five Hundred Only)

**Completion Time:** 

120 Days.

Ex Officio Vende

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

This Agreement is made on this o7th March 2018 at Karachi between the Karachi Metropolitan Corporation through its Chief Fire Officer (FB) KMC hereinafter called the "KMC", (which expression shall mean and include his successors) on the One Part and Ms. Leapfrog Solutions Pakistan, having their office at Barkat-e-Hyderi, North Nazimabad through their Ms. Leapfrog Solutions Pakistan, hereinafter call the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) on the Other Part.

Whereas the KMC has accepted the tender of the Contractor dated <u>15-11-2017</u> on Offer Rate Basis amounting to <u>Rs.1,98,17,500/-</u> completion of the work namely <u>PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITH IN KARACHI.</u> at a cost of <u>Rs.1,98,17,500/-</u> (<u>Rupees: - One Crore Ninety Eight Lacs Seventeen Thousand Five Hundred Only)</u> within a period of <u>120 Days</u> and as per Terms & Conditions attached herewith, which are part & parcel of the agreement. Penalty Rs. <u>0.01% of Contractual Amount Per Day with maximum of 10% (Clause 7.4 of cc)</u> per day, according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already furnished with the KMC alongwith the bid a sum of Rs.4,00,000/- (Rupees: Four Lacs Only) Vide Pay Order No. 00291350 dated 25-10-2017 from Bank Samba Bank Limited, Shahrah-e-Faisal Branch on account of Bid Security for the said contract.

A 7/3/2018.

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STAMP	OFFICE	CITY CO	URT,KA	RACHE
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Issued to Dilwidoa Gelis
CNIC/LEG No HEDRY
Vide D.S.R. No. Dt. 57/10
On behalf of Challan No. 1/10 Dt. 53/10

for the purpos AND WHEREAS the Contractor has also furnished / deposited a Bank Guarantee / Pay Entry order Rs.4,00,000/- (Rupdes: Foint Lacs Only) Vide Pay Order No. 00291350 dated 25-10-2017 from Bank Samba Bank Limited, Shahrah-e-Faisal Branch as Performance Security, equal to 2% of the contract value, in place / addition of above referred Pay Order of Bid Security for due performance of the contract remaining balance of 8% will be deducted from Running Bill.

AND WHEREAS the Contractor has given a lien to the KMC over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the KMC, penalty through forfeiture of the said Security and the Performance Bond in case of breach of any condition of the contract without prejudice to the right of KMC to recover the damages from the Contractor for any such breach as per condition of the contract.

AND WHEREAS the following documents shall be deemed to from and be read and construed as part of this Agreement.

I. Notice inviting tenders.

II. Tender documents marked 01/03 and dated 15-11-2017 including terms and conditions, BOQ, specifications and drawings.

III. 2% Performance Guarantee / Pay Order as follows: (which will be retained till completion of the project and will be released along with the final bill / completion certificate on the request of the bidders)

 Bank Guarantee / pay order No. No. <u>00291350</u> dated <u>25-10-2017</u> amount to <u>Rs. 4,00,000/-.</u>

IV. Retention Money 8% (which will be released after 06 Months of Manufactures Warranty whichever is higher).

V. All correspondence in respect of the contract and the alongwith undertaking.

AND WHEREAS in consideration of the payments to be made by the KMC to the Contractor as hereinafter mentioned the Contractor hereby covenants with the KMC to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.

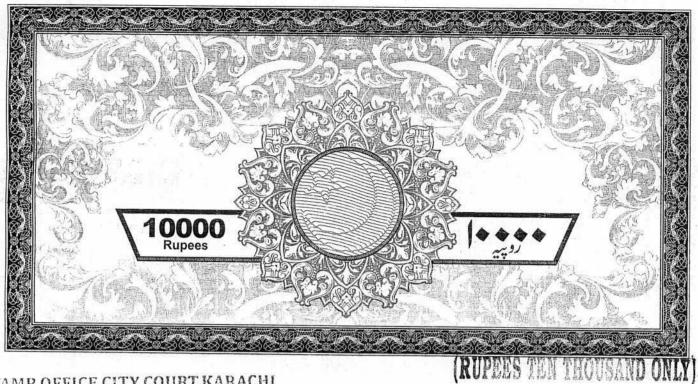
AND WHEREAS the KMC hereby covenants to pay to the Contractor in consideration of execution and completion of the work and remedy of defects therein, contract price of such other sum as may become payable under provision of the contract.

THEO OMY

A A 13/ With the bidders)

1) E

to the execute with the



STAMP OFFICE CITY COURT, KARACHI

Issued to Discontinuo Discontinu

Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the said parties have set their respective hands on this 2018.

M/s. Leapfrog Solutions Pakistan

WITNESSES;-

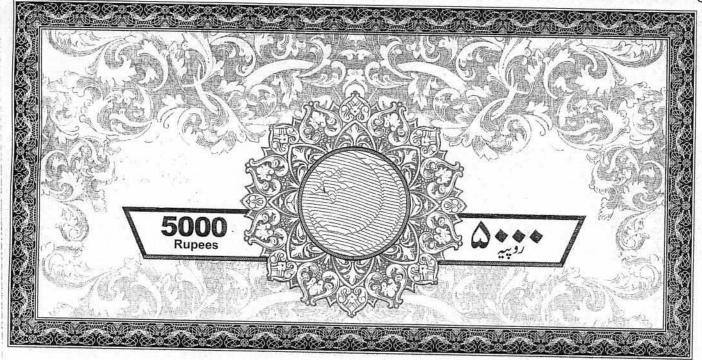
1.\_

2. MOHAMMAD FAISAL

Chief Fire Officer (FB) KMC Chief Fire Officer Fire Brigade KMC

3/8

197721



(Rupees five thousand only) STAMP OFFICE CITY COURT, KARACHI

Issued to\_ CNIC/LEG No. Vide D.S.R. No.

On bProject hallan No. EQUIPMENT FOR DISASTER MANAGEMENT for the purpose of\_ OPERATIONS WETH IN KARACHI.

Entry Cost: Rs. 1.98 15.5007 (Rupees: - One Crore Ninety Eight Lacs Seventeen Thousand Fixe Hundred Only)

Completion Time 120 Days! Penalty:

(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed) Name of Firm: -M/s Leapfrog Solutions Pakistan.



RIFERS TWO THOUSAND ONLY



### AAMIR ALI STAMP VENDOR

Flat No. A-6, Lawrence Plaza, Garden West, Karachi

Lic. No. 38

ISSUED TO WITH ADDRESS.

75930

3. No. 1 DATE:

.0 5 MAR 2018

M. HAMMAD

THROUGH WITH ADDRESS
PURPOSEP. TO Ject:
VALUE RS. (ATTE ADVOCATE PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITH IN KARACHI.

Cost: Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen

Completion Time:

Thousand Five Hundred Only) 120 Days. Penalty:

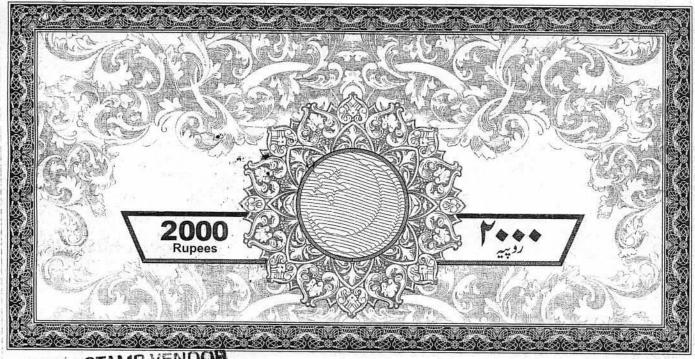
0.01% of Contractual Amount Per Day with maximum of 10%

(Part Delivery Part Payment is allowed)

Name of Firm: -M/s Leapfrog Solutions Pakistan.

\$ \$ 3/3/0518.

RUPEES TWO THOUSAND ONLY



AAMIR ALI STAMP VENDOR

Flat No. A-6, Lawrance Plaza, Garden Wost, Karachi

Lic. No. 38

3. No.

0 5 MAR 2018

ISSUED TO WITH ADDRESS M. HAMNAD
THROUGH WITH ADDRESS DVOCATE
PURPOSE LOJECT: ATTEMPROVISION OF E
STAMP VENDOR SIGNATURE OPERATION OF EQUIPMENT FOR DISASTER MANAGEMENT OPERATIONS WITH IN KARACHI.

Cost:

Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen Thousand Five Hundred Only)

120 Days.

Completion Time:

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

Name of Firm: -

M/s Leapfrog Solutions Pakistan.





AAMIRIALI STAMP VENDOR

flat No. A.H. Luwrence Freze, Garde

ic. No. 38 S. No.

v. H.C 9630

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PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT

OPERATIONS WITH IN KARACHI.

Cost:

Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen

Thousand Five Hundred Only) 120 Days.

**Completion Time:** 

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

(Clause 7.4 of cc)

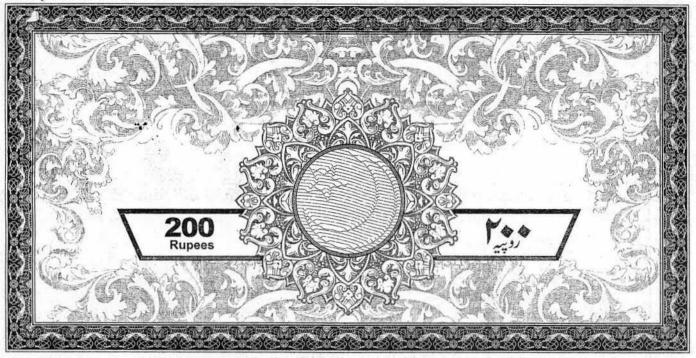
(Part Delivery Part Payment is allowed)

Name of Firm: -

M/s Leapfrog Solutions Pakistan.



JI 13/3/2018



AAMIR ALI STAMP VENDOR

Us. No. 38

72800

S. No.

0 1 MAR 2018 ABV. H.C 9630

PURPOSE NOT FOR USE DEVORCE DEED VALUE RS PORPOSE SIGNATURE STAMP YENGOR SIGNATURE

PROVISION OF EQUIPMENT FOR DISASTER MANAGEMENT

OPERATIONS WITH IN KARACHI.

Rs.1,98,17,500/- (Rupees: - One Crore Ninety Eight Lacs Seventeen Cost:

Thousand Five Hundred Only)

**Completion Time:** 

120 Days.

Penalty:

0.01% of Contractual Amount Per Day with maximum of 10%

(Clause 7.4 of cc)

(Part Delivery Part Payment is allowed)

M/s Leapfrog Solutions Pakistan. Name of Firm: -



A 2/3/2018.

### (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.: KMC/MS/CM/09/17-18 Dated: 28-09-2017

Contract value: Rs. 1,98,17,500/- Contract Title: PROVISION OF EQUIPMENT FOR DISASTER

MANAGEMENT OPERATIONS WITH IN

KARACHI

M/s Leapfrog Solutions Pakistan hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Karachi Metropolitan Corporation or any subdivision or agency thereof or any other entity owned or controlled by KMC through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Leapfrog Solutions Pakistan 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 kick back, whether described as consultation fee or otherwise, with object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from KMC, except that which has been expressly declared pursuant hereto.

M/s Leapfrog Solutions Pakistan 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 KMC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Leapfrog Solutions Pakistan accept full responsibility and strict liabilities 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 KMC under any law, contract or other instruction, be voidable at the option of KMC.

Not with standing any rights and remedies exercised by KMC in this regards, M/s Leapfrog Solutions Pakistan agrees to indemnify KMC for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to KMC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Leapfrog Solutions Pakistan 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 KMC.

Contractor

Signatura

Karachi Metropolitan Corporation:

Signature:

Chier Fire Officer Fire Brigade KMC