# DIRECTORATE OF WOMEN DEVELOPMENT,

## **for acquiring of office premises on rental basis in Hyderabad for deputy dIRECTOR women development, sindh**

**Official Address:** Directorate of Women Development, Government of Sindh, C-33, Block-6, PECHS, Shara-e-Faisal, Karachi.

Tel: +92 34397752

|  |  |
| --- | --- |
| Date of Issuance of bidding document:  Submission Date and time:  Opening Date and Time:  Bidding Process  Bid Validity  Bid Security:  Cost of Bidding Document | With effect from date of publication to 16th of Feburary, 2017.  16th of February, 2017 at 2:00 P.M  16th of February, 2017 at 3:00 P.M  Single Stage – One Envelope  90 days  1% of the total sum of one year’s rent demanded  Rs. 1,000/- (Rupees: One Thousand) Only |

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**IMPORTANT NOTE:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initialstage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertainment regarding the terms and conditions of the Bidding Documents at the later stages during Tender process.

**APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED-2013):**

This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued there under (“**SPPRA**”) which can be found at [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk). For the purposes of this document, the any reference to the term “**Act**” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended-2013).

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1. **INVITATION FOR BIDS (IFB):**

The Directorate of Development, Government of Sindh invites sealed proposal for acquiring of office premises on rental basis in Hyderabad for deputy director office, for a period (11) Eleven Months, extendable (with mutual consent / terms & conditions as per mentioned in agreement) in the independent building/portion/Commercial building (free from all encumbrances) for housing its office at Hyderabad. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules, 2010 issued thereunder **(“SPPRA”)** which can be found at website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk/) For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This TD includes the following Sections:

* Instructions to Bidders (ITB)
* Eligibility Criteria
* Scope of Work
* Financial Proposal
* Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

**Deputy Director**

District Council Building Secretariat, 1st Floor, Women Complaint Cell, Women Development, Hyderabad.

Tel: +92 333 2852337

1. **INSTRUCTION TO BIDDERS (ITB)**
2. **Corresponding Address**

The contact number and the correspondence address for submitting the proposals are as follow:

**Deputy Director**

District Council Building Secretariat, 1st Floor, Women Complaint Cell, Women Development department, Hyderabad.

Tel: +92 333 2852337

1. **Eligible Bidders**

All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible.

[SPPRA Rule 29]

1. **Preparation of Bids 2.3.1 Bidding Process**

This is the Single Stage – One Envelope Procedure; the bid shall comprise a Single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL.** [SPPRA Rule 46(1-a & b)]

**2.3.2 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and the Directorate Women Development, Government of Sindh will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.3.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and the Directorate must be written in English. [SPPRA Rule 6 (1)]

**2.3.4 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

**2.3.5 Bid Currencies**

All prices quoted must be in Pak Rupees.

**2.3.6 Bid Security**

The Directorate of Women Development, Government of Sindh shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the Directorate, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Directorate time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Directorate as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

* If a Bidder withdraws its bid during the period of its validity specified by the bidder on the Bid Form;

or

* In the case of a successful Bidder, if the Bidder fails to;
  + Sign the contract in accordance with ITB Section [2.6.4]; or
  + Does not abide by the terms of Contract Agreement.

**2.3.7 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by the Directorate. [SPPRA Rule 38 (1)]

1. **Submission of Bids**

**2.4.1 Sealing and Marking of Bids**

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** [SPPRA Rule 46(1-a & b)]

**2.4.2 Clarification of Bidding Documents**

Interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and the Directorate of Women Development, Government of Sindh shall respond to such queries in writing with three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23(1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

**2.4.3 Withdrawal of Bids**

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and / or by and authorized representative, and shall include a copy of the authorization. Provided that, written notice of withdrawal, shall be received by the Directorate of Women Development, Government of Sindh prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB Section [2.4.8].

**2.4.4 Cancellation of Bidding Process**

* 1. The Directorate of Women Development, Government of Sindh may cancel the bidding process at any time prior to the acceptance of bid or proposal; [SPPRA Rule 25(1)]
  2. the Directorate of Women Development, Government of Sindh shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 – 1); [SPPRA Rule 25 (2)]
  3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security returned along with such intimation; [SPPRA Rule 25(3)]
  4. The Directorate of Women Development, Government of Sindh shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

1. **Opening and Evaluation of Bids**
2. **Opening of Bids by** the Directorate of Women Development, Government of Sindh

The opening of bids shall be as per the procedure set down in Section 2.3.1 dealing with Bidding Process.

1. **Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, Directorate of Women Development, Government of Sindh may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

1. **Eligibility Criteria**

All bids shall be evaluated as per the criteria given in para 2.5.4.

**2.5.4 Eligibility / Evaluation Criteria**

**­­­­­**

**PRELIMINARY REQUIREMENTS:**

This form will be used by Procuring Agency for Preliminary Screening. Tenders which do not pass the Preliminary Screening requirements shall be eliminated from Tender Process. Bidders should be advised to provide all the below requirements in its Technical proposals of each section:

|  |  |
| --- | --- |
| **Sr. #.** | **Required Documents** |
|
| 1 | Valid NTN / all other relevant taxes |
| 2 | Bid Security 1% of the total sum of one year’s rent demanded |
| 3 | Tender Fee Rs.1000/= |
| 4. | Undertaking should be on the Letter Head of the Bidder/Firm/Nominated State Agent and should be signed by a person competent (Attached) |

***EVALUATION CRITERIA & COMPARISON OF BIDS:***

**The bids shall be evaluated the offers using the following eligibility criteria**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr. No** | **Requirements** | **Max Marks** | **Marks Obtained as per Documentary Evidence** | **Marks Obtained**    **After Due Visit by the Premises Committee** | **Marking Criteria** | **Documents/Information to be Enclosed** |
| **1.** |  | | |  |  |  |
| Location | **40** |  |  | Preferably located at Thandi Sarak, Saddar, Autobhan road, Hyder Chowk. | Site Plan |
| 20 |  |  | Away/ Stride the main Location |
| **2.** | Approach to the Building | **20** |  |  | Easy Approach | Evidence |
| 10 |  |  | Crowded Approach |
| **3.** | Area | **20** |  |  | 300 to 400 Sq. yards | Title document of the Property |
| 10 |  |  | 400 Sq.ft. |
| 0 |  |  | Below 400 Sq.ft. |
| **4.** | Parking Space (Dedicated to the) | **20** |  |  | Parking area for 2 to 3 cars | Numbers |
| 0 |  |  | Parking area below 2 cars |
| **TOTAL MARKS:** | | **100** |  |  | **Qualified/ Disqualified** | |

**Note:**

1. Acquiring of 70% marks (on the information given by the Bidder) will make a bidder qualify for visit of the Property by Procurement Committee.
2. Subsequently the property will be visited by the Procurement Committee for Physical verification of the information given by the Bidder. Location which acquires minimum of 70% marks after due inspection as per the criteria given above will be considered as “Qualified Premises / Bid”.
3. Attachment of relevant evidence in each of the above requisite is mandatory. In case of non-provision of evidence to any of the demand, no marks will be awarded.

**2.5.5 Discussions Prior Evaluation**

If required, prior to evaluation of the bid, the Directorate of Women Development, Government of Sindh may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

1. **Award of Contract**

**2.6.1 Award Criteria**

Subject to ITB Section [2.6.2], the Directorate of Women Development, Government of Sindh will award the contract to the successful Bidder, whose bid has been determined to be the substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Procurement Committee of the Directorate of Women Development, Government of Sindh.

1. **Procuring Agency may reject any or all Bids.**

The Directorate of Women Development, Government of Sindh may annul the bidding process and reject any or all Bids at any time prior to Contract award, subject to provision of SPP Rules.

1. **Notification of Award**

Prior to the expiration of the period of bid validity, the Directorate of Women Development, Government of Sindh will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by the letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

The Directorate of Women Development, Government of Sindh will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

1. **Signing of Contract**

Within 5 Days from the date of notification of the award, the successful bidder shall furnish to the Directorate of Women Development, Government of Sindh particulars as may be asked by the Directorate of Women Development, Government of Sindh.

The Contract shall be signed by the parties at the Directorate of Women Development, Government of Sindh Office, Karachi, within 15 Days of award of contract.

1. **General Conditions of Contract**

For detailed General Conditions of Contract refer to Section [5.1] of the TD.

**2.6.6** **Special Conditions of Contract**

**(Same as General Condition of the Contract)**

1. **SCOPE OF WORK**

Hiring of office by the Directorate of Women Development, Government of Sindh as per the locations given in the advertisement.

1. **FINANCIAL PROPOSAL**

***PRICE SCHEDULE***

*Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Monthly Rent (Lump Sum) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****(Including all applicable Taxes)***

*(In word Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Rent in Advance (If any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Security Deposit (If any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***NOTE***

1. *Owner will be liable to pay all municipal, government, non-government and other rates, taxes, stamp duty ( as applicable under Stamp Act 1989) duly stamped on the contract agreement and assessment which may be levied in respect of the Demised Premises.*
2. *For each property separate pay order has to be enclosed as per the amount mentioned in the advertisement given in the newspaper.*
3. *Earnest money of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the* Directorate of Women Development, Government of Sindh *is to be attached with Financial Proposal.*

*Signature & Stamp of the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**

**5** **Contract** (As will be executed if the bid qualifies)

1. **Conditions of Contract**. As per clause 5
2. **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Islamic Republic of Pakistan.

1. **Notice**

* Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
* A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

1. **Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Directorate of Women Development, Government of Sindh or the Supplier may be taken or executed by the officials.

1. **Taxes and Duties**

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

1. **Effectiveness of the Contract**

This Contract shall come into effect on the date the Contract is signed by the both Parties. The date the Contract comes into effect is defined as the Effective Date.

1. **Expiration of Contract**

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

1. **Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

1. **Force Majeure**

****

The failure of the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

1. **No Breach of Contract**

The failure of a Party to fulfill any of its obligation under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

1. **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the during which such Party was unable to perform such action as a result of Force Majeure.

1. **Termination of Contract by lessor/lessee. As per clause 5**
2. **Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measure to ensure the realization of objectives of this Contract.

**5.1.12 Settlement of Disputes**

1. **Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

1. **Arbitration**

If the Directorate of Women Development, Government of Sindh and the Bidder / Party fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted In English.

**TENANCY AGREEMENT**

This **TENANCY AGREEMENT** is made aton this day of2017**.**

**BETWEEN**

Mr.S/o **,** Muslim, adult holding CNIC No. , resident of (OR through his Special Power of Attorney Mr./ Ms. S/o. holding CNIC No. , residing at , (hereinafter referred to as “the OWNER”, which expression shall include its successors in interest, nominees, representatives and assigns) of the **OWNER.**

**AND**

**THE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[PROCURING AGENCY] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**  through its duly authorized attorney Mr. having their office located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Hyderabad. (Hereinafter referred to as “the TENANT” which expression shall include their successors-in-interest and Assigns) of the **TENANT**.

**WHEREAS** the Owner is the undisputed owner-in-possession of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BUNGALOW / HOUSE CONSTRUCTED ON PROPERITY NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HYDERABAD MEASURING \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SQUARE YARDS, comprising \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as per SITE PLAN ATTACHED.

**LANDLORD TENANT:**

(2)

**AND WHEREAS** the TENANT has agreed to take the aforesaid premises on rent with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2017, at the monthly rent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and both above parties have agreed on following terms and conditions:

**LESSOR: LESSEE:**

1. That the period the tenancy shall be initially for (11) Eleven months effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2017, and renewable on such terms and conditions as may be mutually agreed upon.
2. That the rent at the rate of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month shall be payable by the TENANT maximum for six months in advance on signing of this Agreement.
3. THAT in case of renewal the rent will be increased @ 7.5% per month.
4. That either party shall serve one months prior written notice to the other in case the said premises is being vacated or is required to be vacated, ON OR BEFORE expiry of tenancy period of (11) ELEVEN MONTH.
5. THAT the premises shall be used for office or residential or both purpose but the tenant shall not indulge into such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitled to.
6. THAT the Tenant shall not make any structural alternations, modification additions or damages including to the floors, walls, interior and exterior of said premises without prior permission of the landlord.
7. THAT no offensive material shall be stored in the said premises that are prohibited by law.
8. THAT adequate fire-fighting arrangements shall be made by the Tenant so that the fire accidental or otherwise, may be extinguished.
9. THAT all property tax, stamp duty, Sindh revenue board, income tax, rates , assessments, levied by the Government or its agencies shall be payable by the owner. If such bills are received by the Tenant, these should be transmitted to the owner immediately.
10. THAT on receipt of the bills of electricity, water, gas etc the same shall be paid by the Tenant promptly and a copy shall be transmitted to the owner.
11. THAT the Tenant shall in no case let our or sub-let premises collectively or individually to any other person or persons of handover the premises to any outsider.
12. THAT the premises would be handed over to the Tenant with serviceable electricity, fixtures, in immaculate condition.

**LANDLORD TENANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Name,** **Full Name,**

**Designation**, **Designation**,

**Complete Address, Complete Address,**

CNIC No…………… CNIC No……………………

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands the day and year first above written.

**WITNESSES**:

1. Name, **landlord**

Designation,

Complete Address,

CNIC……………..

**2.** Name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation, **Tenant**

Complete Address,

CNIC……………….

**UNDERTAKING:**

***(This undertaking should be on the Letter Head of the Bidder/Firm/Nominated State Agent and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

It is certified that the information furnished here in and as per the Document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Tender and are liable to any punitive action for furnishing false information / Documents.

Dated this day of 2016

Signature

(Bidder/Company/Nominated State Agent Seal)

In the capacity of

Duly authorized to sign Bids for and on behalf of:

**INTEGRITY PACT:**

**(*This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public*.**

Contract Number: Dated:

Contract Value:

Contract Title:

**1.** M/s. hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

**2.** Without limiting the generality of the foregoing, M/s. 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from\_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_, except that which has been expressly declared pursuant hereto.

**3.** M/s. 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 \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**4.** M/s. 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 right and remedies available to \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_under any law, contract or other instrument, be voidable at the option of \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_.

**5.** Not withstanding any rights and remedies exercised by \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_in this regard, M/s. agrees to indemnify \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder’s Fee or Kickback given by M/s. 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 \_\_\_\_[Procuring Agency]\_\_\_\_\_\_\_\_\_\_\_.

**(Procuring Agency)**  **(Bidders Authorized Signatures with Official Stamp)**