

TENDER DOCUMENT
PNEC-NUST KARACHI, PAKISTAN
Tender Reference # NA/402/06/2025-26

1. Bids are invited from authorized well-established suppliers, OEMs or distributors having NTN / Sales Tax registration with active ATL Status in FBR record with modern facilities for supply and installation of **Lab Equipment to PNEC-NUST Karachi**". Complete specifications and required quantities have been mentioned and attached as **Annex-A**.
2. **SUBMISSION OF QUOTATIONS/ BIDS**
Single Stage-One Envelope bids must be submitted in soft through EPADS. All reference to manual processes and manual submission of tender should be deemed to have been replaced with the processes and procedures defined in E-PAK Procurement Regulation, 2023. However original earnest money in separate envelop must be submitted at the time of technical bid opening.
3. **QUOTATIONS & SINGLE STAGE -ONE ENVELOPE**
 - a. Both (Technical & Financial) bids must include quotation, detailed specifications and all other relevant technical details of the quoted item(s) and financial quotation must indicate rates for each item separately and include all applicable taxes i.e. with GST etc. Quotation must be submitted in the format as per attached at **Annex-B & C** at your company letterhead.
 - b. Any exemptions in taxes by the federal government (where applicable) must also be indicated.
 - c. **Attach Bid Security** (refundable), equal to 5% of total quoted value with the bid. The same amount i.e 5% (Bid Security) may be reflected in E-PAD system when uploading the draft record of bid. Pay-order / bank draft will be in favor of "**NUST-PNEC PROCESS HEALTH MONITORING OF CNC MACHINES USING ARTIFICIAL INTELLIGENCE (AI) ACCOUNT**". **Original Pay Order / Bank Draft must be provided at the time of technical bid opening separately.**
 - d. Bidder must submit authorization letter as evidence of their level of relationship (i.e. partner, distributor and reseller) with the Principle. This letter is to be obtained from the Original Equipment Manufacturer (OEM) and should be valid for delivery of this contract.
 - f. Detailed bids are to be submitted on Firm's letter-head duly signed by an authority/Signatory of the Firm. It must also include following documents pertaining to the Firm:
 - (1) Record of taxes deposited in last one year / Audit Report.

- (2) Income and Sales tax certificates.(Copies)
 - (3) Company profile.
 - (4) Bank statement for last six months / Bank credit limit / Balance Sheet.
 - (5) Where to subject services provided in last 2 years.
 - (6) Quality Certification(s) - if any.
 - (7) OEM's Authority letter/authorization letter if applicable.
 - (8) Non-black listing record certificate on stamp paper.**
 - (9) Dully filled-in and signed annex "D, E, F, G, H & J" (Attached with this document)
- g. Bidders are to provide quotes with validity at least **120** days from the date of opening of tender, in case of need arises.
- h. All items should be quoted with **01 year warranty**, support and upgrade period for the product.
- i. Selected firm shall provide "**Performance Guarantee (PG)**" equal to **05% of the contracted value** in the form of CDR / Bank Draft valid for the entire warranty period or cut from bill at the time payment.
- j. PNEC-NUST reserves the right to reject partial quotes.
- k. Bidding Documents processing fee must be provided physically in original at the time of technical bid opening in the shape of Pay Order / Bank Draft of **Rs. 5,000/-**(non-refundable) in favor "**NUST-PNEC Process Health Monitoring of CNC Machines Using Artificial Intelligence Account**".
4. **COST EFFECTS:** The total cost of each quoted item (where ever applicable) will be distinctly broken down as under:
- a. Item Price.
 - b. Insurance. In case of imports.
 - c. Freight charges. In case of imports.
 - d. Taxes / Clearance Charges / Duties. In case of imports.
 - e. Any other charges not mentioned would not be considered later.
5. **GENERAL INSTRUCTIONS FOR FIRMS/SUPPLIERS**
- a. The financial bid should be quoted on FOR Karachi basis all taxes included. The supplier will be bound to deliver the ordered at PNEC-NUST KARACHI at his expense.
 - b. Following must be mentioned in quotations separately: (if applicable)
 - (1) Taxes i.e. custom duty, excise duty, income tax etc.
 - (2) Insurance charges
 - c. All stake holders would maintain secrecy / confidentiality of information. Mutual information shall not be shared with un-authorized firm(s) / person(s).
 - d. The completed work will be verified as per PNEC-NUST Karachi standards. Salient features are as follows: -

- (1) Complete Documentation & Labeling.
 - (2) Registration of PNEC-NUST CONCERNED/ NUST as user and customer against all procured items with the manufacturer (where applicable).
 - (3) Conduct and quality of training if required.
 - (4) The bidders must meet our specifications requirements or equivalent.
 - (5) Firms are to ensure that "End of Sale" and "End of Life" has not been declared against quoted items.
- e. PNEC-NUST reserves the Right to purchase at risk-and-expense of Supplier, if the selected supplier, fails to complete the order, or delays to supply within the quoted delivery time or extended time given by PNEC-NUST, supplies substandard / low quality items and may resort to the following: -
- (1) Purchase single, all or unsupplied quantity of item(s) as the case may be on supplier's Risk and Expense.
 - (2) Forfeit Performance Guarantee / Earnest Money.
 - (3) Initiate administrative action.
- f. Only one Representative from each bidder would be allowed to witness the opening of tenders, without conferring any privileges. No mobiles phones / recorders would be allowed inside the bid-opening room.
- g. Contract Agreement shall be assigned with the successful bidder(s), as per NUST policy. The provision of stamp paper (Rs 100/-) shall be the responsibility of firm which shall be delivered to PNEC-NUST for award of contract within 3 days of issuance of Purchase Order.
- h. In case of dispute, decision of Commandant / Deputy Commandant PNEC-NUST shall be final and binding on both the parties.
- i. Supplier shall be responsible for all the clearances and transportation of sample or the bulk up to / within PNEC-NUST premises and provisioning of loading/ un-loading labor would be the responsibility of the supplier.
- j. Subletting of the bid will disqualify the successful vendor.
- k. Submission of quotations / bids through email / fax is not admissible.
- l. Integrity Pact envisaged in PPRA rules will apply.
- m. Bids can be withdrawn by the firm within three working days of its submission, but not more than one week.
- n. Bids shall be rejected if rate(s) are incomplete, unclear, conditional, altered or ambiguous. Multiple options of the items are allowed.
- o. Bids shall be rejected if required detail of specifications, brand, origin, make, model, warranty, support period etc are not clearly quoted / mentioned. No margin shall be given on this account.
- p. Late submissions would not be entertained at any cost.
- q. Moreover, Tender Notice is only an invitation to offer quotations / bids. The competent authority may reject all quotations / bids or cancel the Tender as per rules laid down by PPRA.


- r. The fitting / installation charges (if any) to be included in the bid price. No additional charges will be accepted during the installation / commissioning.
6. **DELIVERY PERIOD.** The delivery time should not be more than 8 to 10 weeks. (Relaxation may be granted as per merit of the case).
7. **PENALTY & LATE DELIVERY.** In the event of any delay in delivery, the firm shall inform PNEC-NUST before expiry of such period giving reasons / justification for delay. However, purchaser reserves the right to take following actions:-
- Evaluate the request for extension in delivery period as per its merit and may consider extension in delivery period or otherwise.
 - In case of late delivery for the reasons well within control of the firm, LD charges at the rate of 1% per week but not exceeding 10% of the total value of the undelivered stores / items may be levied.
 - May cancel the contract and partial deliveries in such case will be forfeited.
 - The purchaser's decision under this clause shall not be subjected to arbitration.
8. **INSPECTION/TESTING.** PNEC-NUST Inspection Committee / User will inspect and test the supplied tools/items as per specifications and accessory list after arrival at the premises. All tests if applicable would be conducted in the presence of CONCERNED and test reports if required would be signed by both the parties and submitted to PNEC-NUST LPC.
9. **TERMS OF PAYMENT.** No advance payments would be made. However, following payment terms and conditions will be applicable on mutual agreement:-
- In case of FOR PNEC-NUST Karachi 100% amount will be released through cross Cheque after delivery at PNEC-NUST Karachi and verification by the respective committee and successful inspection, checking & commissioning duly confirmed by PNEC-NUST technical team.
 - In other cases, after successful delivery and commissioning if required of the item(s), inspection and commissioning certificates shall be signed by End User and submitted to PNEC-NUST LP Section for release of payment.
 - Payments will be made after deduction of income tax (withholding tax) and part of sales tax as per rules (wherever applicable). Any new tax revised by GOP shall also be applicable within delivery period.
 - Payments shall be stopped if Firm's "Tax Payer Status" is found missing on FBR's active tax payers list. It shall remain stopped till firm status appears of back active tax payers list.

10. **BID RECEIPT and OPENING** Single stage – One envelop would be adopted for opening of the tender. Both quotations will be opened on E-PADS in the presence of representative of the firms if they desire so, members of PNEC-NUST at **1130 hours on 17 June 2026 (SONA Office PNEC-NUST PNS JAUHAR, KARACHI)**.
11. The bid opening may be postponed under unforeseen circumstances. However, in such a case, PNEC-NUST will notify all the bidders well in time and communicate next date and time.
12. For queries (if any), firms may contact on PNEC-NUST Email (store@pniec.nust.edu.pk & abbas.hussain@pniec.nust.edu.pk) or at telephone number (021-48503043, 0331-8348549). The subject of the email should include the PPRA tender reference number for intended action and reply.
13. If the participants are less than two against a Tender PNEC-NUST has the right to reject or accept the bids.
14. **SOURCE AND NATIONALITY REQUIREMENTS.** The cooperating country for this procurement is Pakistan. **The firms must not quote or supply** any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving Burma (**Myanmar**), **Cuba, Iran, North Korea, Sudan, Syria & India.**
15. **AFTER SALE SERVICE.**
 - a. Supplier will guarantee the availability and the supply of Essential Maintenance Spares required to keep the equipment operational for a period of **Five (5) years** from the date of inspection & commissioning of equipment.
 - b. The firm would provide details of any improvements / modifications in the supplied equipment during warranty period / currency of the contract if carried out by the OEM.
 - c. Manual and Documents shall be provided with the equipment.
16. **WARRANTY.** Standard warranty service and repair within the cooperating country is required for all items under this procurement. The warranty coverage must be valid on all items for a minimum of **01 (One) year** after their successful supply, installation and commissioning.
17. **DEMURRAGE / LOSS OF CARGO.** If the cargo is lost due to any omission in the preparation of bill of lading, airway bill, the supplier will be responsible through insurance, for making the loss good. Supplier would be responsible for the

correctness of all shipment documents. In case of failure on their part in this regard, the firm would be responsible for any demurrage or extra charges.

18. **SHIPPING/DISPATCH INSTRUCTIONS/** Shipping will be made by the supplier preferably through the National Vessel / Airline. Shipment by INDIAN or ISRAELI Vessel / Airline is not allowed. The partial shipment of stores shall also be not allowed. Complete stores will be shipped as one consignment except where countries / OEMs are different and for which prior approval from SCHOOL CONCERNED has been sought.
19. **TAXES**. Being an educational institution and working under umbrella Pakistan Enhanced Partnership Agreement, PNEC-NUST is exempted from certain taxes. Therefore, all such taxes are to be indicated and items are to be supplied in the name of NUST, Islamabad so that such taxes are not levied. All applicable taxes against which NUST is not exempted shall be applied.
20. **ORDERED QUANTITY**. PNEC-NUST reserves the right to: -
 - a. Change the required quantity, time period etc while placing purchase order or decrease currency of contract.
 - b. Reject any bid or procurement process as per "PPRA" rules.
 - c. Make / seek clarification at any time as per rules.
21. **PACKING & TRANSPORTATION**. All items shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their cost including freight and insurance charges.
22. **DEFAULT**. If the firm fails to effect or keep in force any of the insurances referred to in the contract or fails to provide satisfactory work, (PNEC-NUST) NUST may, without prejudice to any other right or remedy, terminate the Purchase Order and cancel contractor rights or remedy to recover the amount paid in advance (if any). If the vendor fails to deliver items/ services as per approved samples and specifications, PNEC-NUST reserve the right to terminate the contract.
23. **TECHNICAL USER MANUAL/ PUBLICATION**. Successful vendor(s) will be bound to provide subject material to PNEC-NUST at the time of delivery.
24. **TOOL KITS/ ACCESSORIES / OPERATIONS & MAINTENANCE MANUALS**. Standard sets of General Tool kit / accessories/ Operations and Maintenance manuals of the equipment shall be supplied by the firm along with equipment within the quoted price.

25. **ARBITRATION.** In case of any dispute, case shall be reviewed by (PNEC-NUST) "Complaint Committee" and Deputy Commandant / Commandant PNEC shall be final and binding on both the parties without recourse to legal action.
26. **FORCE MAJEURE.** The Supplier shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including but not limited to: war and other instabilities invasion, act of foreign enemies, mobilization or embargo, civil war etc.
27. **GRIEVANCES.** Grievances (if any) by any vendor may be sent / addressed to Principal, PNEC-NUST within 10 days after results announcement.
28. **EVALUATION CRITERIA.** Criteria will be as per Annex-G of this document.
29. **INSURANCE /SHIPMENT CLEARING & LOCAL TRANSPORTATION CHARGES**
Insurance, shipment clearing and local transportation charges will be made by the supplier and all financial charges will be paid by supplier/Firm.


**President Local Purchase Committee
(PNEC-NUST)
(Karachi)**

Annex-A**List of Items with Complete Specifications and Required Quantities**

S.NO	Items Description	Qty	Country of Origin
1.	Core i7-10700, Intel UHD Graphics 630, 16GB DDR4, 512NVMe M.2 SSD, 24inch LED, Keyboard and mouse (Or Better Equivalent)	02	Any Brand
2.	Core i7-13700, Nvidia GeForce RTX 3060 12GB GDDR6, 32GB DDR5, 1TB NVMe M.2 SSD Pcle Gen 4, 24inch LED, Keyboard and mouse (Or Better Equivalent)	01	Any Brand
3.	High Precision Single Channel AE Sensor System Sample rate: 2M Point / Second Sample accuracy: 6 bit, Signal frequency range: 10k-1000khz, without battery (Or Better Equivalent)	01	Any Brand
4.	BNC-SMA,5M Cables	04	Any Brand
5.	Edge AI Processing Unit- Component of Data Acquisition System NVIDIA Jetson Orin NX Super Developer Kit, 16GB RAM, 157 TOPS (Or Better Equivalent)	01	Any Brand

Annex-B

Format of Technical Quotation

Date: _____

To,
 The President of Local Purchase Committee
 PNEC-NUST, Karachi

Subject: _____

S. No	Item name	Technical Specifications	Origin	Qty	Remarks
01					
02					

Generation Instructions

- Quotation font should be **Arial 14**.
- All Machines/Tools/Equipment’s warranty will be at least for 1 year including spares.
- Equipment with similar or better specs will be considered.
- All operational machines/equipment supported with functional training program.
- All operational machine/equipment supported with installation & functional tests with demonstration of complete operations.
- All operational machines/equipment supported with standard attachments & accessories.
- OEM Certificate.
- Technical literature / brochures.
- Company profile.
- Technical networks details.
- Distributor certificate.
- Bid validity: Bids are valid for 120 days.

Documents Included (As applicable)

- User /operational; Manual
- Technical Manual
- Diagrams/Maintenance Manuals etc.

Spare Parts Supply

The supply of spare parts for at least 5 years of operation will be ensured to be available as per requirement on separate agreement.

Annex-C

Format of Financial Quotation

Date: _____

To,
 The President of Local Purchase Committee
 PNEC-NUST, Karachi

Subject: _____

S.No	Description	Make/Model	A/U	Qty	Unit Price with GST	Total Price with GST
1						
2						
3						
4						
5						

Note:-GST /Tax included or otherwise may be mentioned in the note.

Terms and conditions:

- Price validity: Prices are valid for 120 days.
- Prices: are included all taxes (if applicable)
- Mode of payment: as per Tender Document
- Warranty:12 Months after sales service including spares.

Attachment:

- GST & NTN Certificates
- Firm profile
- Bank statement
- Bid Security / Earnest Money @3% of the total Bid value
- Proper letter head (with stamp, sig, telephone, email address & Fax #)

Annex-D

PROPOSAL SUBMISSION UNDERTAKING

President Local Purchase Committee
PNEC-NUST, Karachi

Dear Sir

1. We, the undersigned, offer to provide our services for "Supply of Lab Equipment" in accordance with your Tender Document Number dated We are hereby submitting our proposal, which includes technical as well as financial proposal as per instructions.
2. We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced tender document. We further certify that the under mentioned firm as well as its Principal (OEM) are eligible to participate in this procurement under the terms of this solicitation and under PPRA regulations.
3. We understand and agree that the decision of the procurement / evaluating committee shall be final and cannot be challenged on any ground at any forum and the procurement / evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.
4. Furthermore, we hereby certify that, to the best of our knowledge and belief: -
 - a. We have no close, financial or familial relationships with any NUST / PNEC-NUST Karachi staff members.
 - b. We have no close, financial or familial relationships with any other bidder submitting proposals in response to the above-referred Tender Document.
 - c. The prices in our offer have been arrived independently, without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
 - d. All information in our proposal and all supporting documentation are authentic and accurate.
 - e. We understand and agree to NUST / PNEC-NUST Karachi prohibitions against fraud, bribery, and kickbacks.
5. We hereby certify that the enclosed representations, certifications, and all other submitted documents / statements are accurate, current, and complete.

Authorized Signature

M/S (Firm's Name)

Dated: _____

Annex-E**SOURCE AND NATIONALITY COMPLIANCE FORM**

1. I, (Name); (CNIC No), (Designation), (Company Name), confirm / do not confirm that the quoted items are not manufactured, grown, produced, shipped from, or otherwise originate from any of the following countries; Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, or Syria.
2. Source. "Available for Sale" in the Cooperating Country.
3. In case, the supplier is an authorized sales representative / dealer of the manufacturer in the cooperating country, a brief introduction and copies of dealership certifications are to be presented.
4. In case, the quoted items are included in supplier's standard catalog, the catalog is to be presented.
5. The supplier is to certify that the quoted items are routinely traded or offered for sale in the cooperating country. (YES/NO). Tick whichever is applicable.
 - a. Supplier has an installation base in the cooperating country. (YES / NO)
 - b. If yes provide some details of after sale support points with complete addresses.
 - c. Offered equipment is serviceable by the supplier and has a valid warranty in the cooperating country(YES / NO)
 - d. IF yes, please provide details of capability how equipment is serviceable in cooperating country
 - e. Complete details of type of warranty offered in cooperating country (or attach standard warranty terms and conditions offered).
 - f. Supplier will be responsible of ensuring that after sale service support / spare parts are available will try all efforts to make it available. (Bidder / Supplier agrees with is statement) — Yes / NO
 - g. For items purchased outside of the cooperating country:
 - h. If the items are not "available for purchase" in the cooperating country, identify the "source" of the equipment and describe compliance with the authorized geographic code 937.

The items will be imported from source is
[Describe the "source" countries and compliance with the authorized geo code.]
6. **Nationality:**

Per 22 CFR 228.11, organizations must meet both (a) and (b) below, as well as either (c) or (d):

 - a. The supplier is incorporated or legally organized under the laws of a country in the authorized geographic code:
[Describe the supplier's registration status; attach a copy of their business license or official registration to support registration status.]
 - b. The supplier is operating as an "ongoing concern" in a country in the authorized geographic code:
 - c. The supplier is managed by a governing body, the majority of whom are citizens (or lawful permanent residents) of countries in the authorized geographic code:
[Provide details and/or attach a certification from the supplier documenting that they comply with this.]
 - d. The supplier employs citizens (or lawful permanent residents) of countries in the authorized geographic code, in more than 50% of its permanent fulltime positions and more than 50% of its principal management positions:
[Provide details, such as organizational chart with information, and/or attach a certification from the supplier documenting that they comply with this.]

Annex-F**OVERALL COMPLIANCE UNDERTAKING**

1 .I, (Name); (CNIC No), (Designation), (Company Name) have gone through the Terms / Conditions of this tender document and have found the document in whole as non-biased to any particular vendor or product / brand. All quoted items. I hereby undertake and firmly bound myself to abide by / comply with all sections of this tender document except for items mentioned below: -

- a.
 - b.
 - c.
 - d.
- etc

Authorized Signature
M/S (Firm's Name)
Dated: _____

Annex-G

PROJECT'S INFORMATION: COMPLETED ONGOING (LAST 2 YEARS)

Sr#	PURCHASE ORDER OR CONTRACT DETAILS	CLIENT DETAILS	CONTRACT			REMARKS
			Award Year	Amount	Duration	
1						Add all projects pertaining to your Firm
2						
3						
4						
5						
6						
7						
8						
9						
10						

Authorized Signature
 M/S (Firm's Name)
 Dated _____

Note:-
 Firms/suppliers registered with PNEC-NUST are not required to submit the details on this annex.

Annex-H

EVALUATION CRITERIA TECHNICAL & FINANCIAL

Part A) Mandatory Requirement				
1.	Firm is registered in Income tax and sales tax department and will produce Sales Tax and Income Tax Registration certificate.			
2.	Firm has to produce Authorization dealer/ OEM certificate of the principal /manufacturer for Pakistan.			
3.	The bidders must have office in Pakistan			
4.	Financial strength to be verified through Audited Financial Statements and bank statement for last six months			
5.	The firm should not have been blacklisted by any government / Semi Government organization.			
6.	Authorized Dealer (In Case of import) Firm has to produce Authorization dealership certificate of the Principal/ Manufacturer for Pakistan/region.			
Part B) General Evaluation				
Sr	Attributes	Max. Score		Criteria
1.	Specification Compliance	30		If 100% specs = 30 marks If 70 % specs = 10 marks If 50 or less = Disqualified
2.	Brand/ Manufacturer country of origin	10	10	Brand: USA, UK, Europe, Korea = 10
			3	China, Turkey = 03
3.	After Sale Service / Spare Parts Availability/ Technical Resources	10	10	Firm will supply Spare Parts within 15 days.
			7	Firm will supply Spare Parts within 1 month.
			5	Firm will supply Spare Parts within 3 months.
4.	Financial Strength verified through a Bank Certificate	10	10	Bank statement with more than Rs. 5 Million annual Turnover for last one (01) year.
			5	Bank statement with more than Rs. 3 Million annual Turnover for last one (01) year.
5.	Similar Projects Completed/ Company Profile	5	5	Firm has completed more than five (5) similar projects. (Documentary proof and references are required)
			2	Firm has completed less than five (5) similar projects. (Documentary proof and references are required)
6.	Authorized Dealer	10		Distributor – 10 Reseller - 5
7.	Firm has its Office in Pakistan preferably in Islamabad/Rawalpindi/Lahore /Karachi/Peshawar/Quetta	5		
8.	Technical Bid Completeness (documentary proof, brochures, diagrams etc.)	5		To be assigned by Technical Evaluation Committee
Total		90		
Financial Bid		10		
Grand Total		100		

Note: 70% marks (63 out of 90) is compulsory for financial bid opening. Most advantageous bid (both technically & financially) will be selected for issuance of Purchase Order (P.O).

Annex-J

SCHEDULE – H TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____

Dated: _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of 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 give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of 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.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of 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 [name of 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 form from GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature: