

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Whichever is Applicable

1. Only Manufacturers or their duly authorized agents / representatives are eligible to quote against this tender. In case of bid submission by trader/vendor /agent or representative firm, the authority letter in favor of such firm from the Manufacturer must be submitted along with the bid failing which the offer will be liable to be rejected. The authority letter must be on letter head of Manufacturer containing address and contract details along with name and designation of the issuing authority and issued as per the format attached as Annex-I. It will be responsibility of the bidder to make it sure that either Manufacturer participate in the tender or the manufacturer must provide manufacturer's Authority letter to only one bidder. In case of multiple bidders having authority letter from same manufacturer, offers of such bidders shall be rejected.
2. The bidder must submit the technical literature of the product against all items offered by the bidder failing which the offer will liable to be rejected.
3. Bidders are required to check/witness the stock sample and its operational / fitment requirements against all items.
4. i). bidders are required to submit samples against the items as specified below:

Item No.	Brief Description	Size/Qty of Sample	Sample suitability parameters.
Nil	Nil	Nil	Nil

- ii. Sample must be submitted, before the dead line for submission of the tender to head clerk, tender section, CCP office and get the receiving showing time and date.
- iii. The sample should be tagged with the name of the firm and item No. and the tender No.
- iv. Failure of the firm to abide by clauses 4(i) to 4 (iii) may result into rejection of the bid against such offered item.
5. In case of items requiring bidders quote for installation and commissioning, the bidders must visit the site of installation and check all allied requirements for installation and commissioning failing which the onus of responsibility in connection with the installation problems will rest entirely on the bidder.
6. Offer of the firm which, when awarded the contract for same item previously, failed to supply the correct material within due time is liable to rejection.
7. Following warranty clause will be applicable on this procurement and bidder must quote their bid accordingly:
 - (i) The seller warrants that the stores will be in accordance with the particulars mentioned in the purchase order;
 - (ii) The seller warrants that the stores will be free from defects in material and workmanship;
 - (iii) The warranty shall be in addition to the normal inspection.
 - (iv) The seller's obligations under the warranties expressed in sub-paragraphs i and ii above shall be limited to replacement DDP General Stores Mughalpura or Reti line Karachi (as the case may be) free of cost stores which at the time of receipt by the consignee or under normal use and maintenance prove defective in material/workmanship or fail to comply with the required performance in the normal course of service. The warranty

shall be valid for a period of **18 months** from date of receipt of material or **24 months** from the placement in service of complete unit whichever is earlier.

- (v) The warranty shall be in addition to the normal inspection.
- (vi) The warranty shall be covered against the **5% security deposit** which shall be kept valid by the firm till expiry of the warranty period and retained by the Purchaser.
- (vii) The firm will replace the drums, free of cost, if found leaking.
- (viii) The offer against approved brand/approved supplier or equivalent will only be considered.
- (ix) Shelf life of the offered material must be up to 15 months from the date of supply of material.
- (x) The supplier will submit complete Mill Test Certificate of the supplied batch consisting of all parameters as per purchase order of the requisite lubricants/ Greases in original at the time of supply to Pakistan Railways along with shipping documents to DCOS/Shipping, P.R/KC for FOB and to DCP (I) MGPR/KYC/LHR on DDP basis.
- (xi) Third-party testing shall be carried out by pre-qualified firms, with the selection of specific tests and samples determined by the product's nature, applicable specifications/standards, and PR requirements. All related expenses shall be borne by the bidder

Evaluation Criteria

1. General

The technical proposal shall be evaluated for qualification of bidders based on the criteria as follows;

2. Basic Eligibility (Mandatory)

The firms fulfilling the following basic requirements shall only be considered for further evaluation (relevant documents to be attached).

- i. The bidder must submit the Letter of Bid (Technical) (Annexure-C) and Letter of Bid (Financial)(Annexure-D) duly filled, signed and stamped by the bidder alongwith Technical and Financial offer respectively.
- ii. The bidder must be registered with Sales Tax and Income Tax department and must be on FBR's Active Tax Payer's list (**documentary proof must be submitted along with bid**).
- iii. Bid Security as mentioned in tender documents from scheduled Bank in Pakistan in favour of CCP, Pakistan Railways, Headquarter office Lahore as mentioned on schedule of requirements must be submitted in accordance with ITB clause 18 and BDS clauses 19, 20 and 25.
- iv. The bidder must indicate brand name, manufacturer name and country of origin of each quoted item.
- v. The bidder must provide the information / detail on "“Bidder Information Form” attached as Annexure E.
- vi. If any deviation to the technical specifications and/or terms and conditions of tender documents is made by the bidder by enclosing a deviation statement on their letter head, it must be supported by detailed justification and supporting documents to the satisfaction of the procuring agency.
- vii. The bidder must submit the bid in compliance with the tender conditions and attach all necessary documents as required under the terms and conditions of tender.
- viii. The bidder must submit the bid in compliance with the Technical Specifications & Requirements (Annexure A) and attach all necessary documents as required under such terms and conditions.

3. Checklist:

Check List

S.No		Yes/No
1	Has the bidder confirmed Railway specification/requirements/Descriptions as stipulated in this tender?	
2	Is the bid validity according to the tender clause 4 of general terms and conditions i.e. One Hundred and Twenty (120) days from the date of opening of tender? (i.e. from the date of opening of technical proposal)?	
3	Has the bidder confirmed delivery period/schedule and delivery terms as stipulated in this tender?	
4	Has the bidder confirmed single place of delivery as stipulated in this tender?	
5	Is the offer un-conditional?	
6	Has the bidder indicated its sales Tax Registration number and National Tax Number?	
7	Is the bidder on active tax payer list (ATL) of FBR?	
8	Has the bidder signed and stamped the forms of tender?	
9	Has the bidder quoted for full tendered quantity?	
10	Has the bidder attached the warranty certificate (in original) from their manufacturer (with technical proposal) against this tender?	
11	Has the bidder submitted brand name, manufacturer name and country of origin?	
12	Has the bidder deposited bid money?	

Annex – C

Note: (MUST BE DULY FILLED , COMPLETED AND SUBMITTED ALONGWITH TECHNICAL BID ON FIRM'S LETTER HEAD.)

Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Tender No: *[insert identification]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*

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- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 27 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.
- (m) We hereby certify that we are not involved in any litigation that hinder us to participate in this tender and in due performance of the contract if issued to us.
- (n) We hereby certify that we are not under debarment or blacklisting from any agency within or outside Pakistan.

Name of the Bidder: *[insert complete name of Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

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Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

- *: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
- ** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Annex – D

Note: (MUST BE DULY FILLED, COMPLETED AND SUBMITTED ALONGWITH FINANCIAL BID ON FIRM'S LETTER HEAD)

Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked “FINANCIAL PROPOSAL”.

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 27 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (c) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after

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- (iii) application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.
- | Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
- (If none has been paid or is to be paid, indicate “none.”)
- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

- *:** In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
- **:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Note:- (MUST BE SUBMITTED ALONGWITH TECHNICAL BID ON FIRMS LETTER HEAD)

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

Tender No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> <i>Address:</i> <i>[insert Authorized Representative's Address]</i> <i>Telephone/Fax numbers:</i> <i>[insert Authorized Representative's telephone/fax numbers]</i> <i>Email Address:</i> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ <i>Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.</i> ☐ <i>In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.</i> ☐ <i>Establishing that the Bidder is not under the supervision of the Procuring Agency</i>
8. <i>Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</i>

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Note:- (MUST BE SUBMITTED BY THE BIDDER IN CASE OF JV ALONGWITH TECHNICAL BID)

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Page__ of __ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

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NOTE: (MUST BE SUBMITTED ALONGWITH FINANCIAL BID DUELY FILLED AND COMPLETED FOR THE QUOTED ITEMS)

Price Schedule Form							
S #	Stock Code/ SAP Code	Description	Qty	Unit	Unit Price (Figures)	Unit Price (Words)	Total Price (Figure)
¹	712-11520	TBN-13 Oil (As per Specification Mentioned at Schedule of Requirements)	900,000	Ltrs			
Total Bid Price of the Tender							

Note All prices are inclusive of taxes handling and allied charges at DDP as mentioned in schedule of requirement

Name, Stamp and signature of the bidder

Annex – H

**Form of Bid Security
(Bank Guarantee)**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ____ (____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Annex – I

NOTE:- (MUST BE FILLED AND SUBMITTED ON MANUFACTURERS LETTER HEAD ALONGWITH TECHNICAL BID WHEN SPECIFICALLY REQUIRED IN TECHNICAL REQUIREMENTS)

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert tender number]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____ *[insert date of signing]*

Note: (MUST BE COMPLETELY FILLED FOR QUOTED ITEMS AND SUBMITTED ALONGWITH TECHNICAL BID ON FIRM'S LETTER HEAD)

<u>SPECIFICATIONS COMPLIANCE FORM</u>									
S #	Stock Code/SAP Code	Description	Qty	Unit	Delivery Terms	Delivery Period / Schedule	Name of Manufacturer	Country of Origin	Brand Name. NOTE: Brand offered must conform to the specification / particulars given in Column-3. In case of equivalent brand supplier will submit proof of 100 % equivalence and compliance.
1	712-11520	TBN-13 Oil (As per Specification Mentioned at Schedule of Requirements)	900,000	Ltrs	DDP/MGPR	04 Months			

We hereby certify that goods shall be brand new, free of any defects and in conformity with drawings, standards and technical specifications/ requirements mentioned in bidding documents for the items quoted by us.

Name, Stamp and signature of the bidder

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20__ between [name and address of Procuring Agency] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Supplier:

Annex – L

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Annex – M

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

Number: _____

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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 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.

[Buyer]

Seller/Supplier