



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 01/19-20**

### **Invitation to Bid**

The Securities & Exchange Commission of Pakistan invites sealed bids from the services providers, principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for following requirements

S. No.	Requirements	Tender Ref No.
1	Web Application Firewall (Reverse Proxy)	T# 01 (i)/19-20
2	Wireless Access Points (WAPs) for SECP Head Office, Islamabad, Lahore and Karachi offices.	T# 01 (ii)/19-20
3	Acquisition and Development of a Chatbot	T# 01 (iii)/19-20

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before Sept 16, 2019 by 1500 Hrs and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437) during office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

## **Terms and Conditions for Bids and Bidders**

1. **Tender Identification Number:** **TENDER # 01 (iii)/19-20**

2. **The Procurement Agency is:**

**Securities and Exchange Commission of Pakistan**  
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,  
Islamabad.

3. The Securities and Exchange Commission of Pakistan invites sealed bids from the service provider based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

### **Acquisition and Development of a Chatbot**

through

### **SINGLE STAGE TWO ENVELOP METHOD.**

4. Bid shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters.
5. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as **“BID BOND”**, and should be **SEALED** and enclosed in the main envelop.
6. BID Bond should not be ENCLOSED in the envelope of financial OR technical proposal.
7. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
8. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
9. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of Securities and Exchange Commission of Pakistan.
10. Bids not accompanied by bid bond/security or with less amount of bid bond/security will not be entertained.
11. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
12. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
13. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
14. Tax shall be deducted/withheld as per applicable sales tax and income tax law.

15. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
16. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
17. The bid validity period shall be 150 days.
18. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.
19. The language of the bid is English and alternative bids shall not be considered.
20. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
21. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
22. The rates must be quoted strictly in accordance with our documents and Annex(s).
23. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
25. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
26. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then
27. Quoted amount will be considered inclusive of all taxes.
28. Selected service provider will have to provide the required services/equipment, if selected and declared as best evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.
29. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
30. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
31. Bidder must submit following undertakings (on stamp paper of Rs. 100):

- a. Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.
  - b. Affidavit that the bidder has never been blacklisted by any Government / Semi Government/ Autonomous organization
32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
33. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
34. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
35. The quantities required may increase/decrease according to SECP requirement.
36. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered.
37. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
38. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
39. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
40. Unsealed bids will not be accepted.
41. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
42. Clarification if any on the requirements may be obtained from:
  - o [asim.ayaz@secp.gov.pk](mailto:asim.ayaz@secp.gov.pk)
43. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items.. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
44. During the retention period the bid bond/security, money can be utilized by Commission. Moreover, no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.
45. Successful bidders shall be bound to provide the required items within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
46. In case 1st lowest bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder

is unable to supply ordered items then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.

47. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Commission.
48. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
49. The bids received after the due date and time will not be entertained.
50. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
51. The place of bid destination is:

**Securities and Exchange Commission of Pakistan,**  
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

52. The envelopes shall bear the following additional identification marks:

<b>Bid for:</b>	Acquisition and Development of a Chatbot
<b>Bidder Name:</b>	XYZ
<b>Attention:</b>	<b>M. Ubaidullah Khalid</b> Deputy Director, Admin, 4 <sup>th</sup> Floor, NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

53. The deadline for the submission of bids is:

**Date: September 16, 2019**  
**Time: 1500Hrs**

54. The bid opening shall take place at

**Securities and Exchange Commission of Pakistan NICL Building, 63 Jinnah Avenue,  
Blue Area, Islamabad**

**Date: September 16, 2019**  
**Time: 1530Hrs**

A statement “Not to be opened before 1530 Hrs on September 16, 2019” shall be clearly mentioned on the top of the sealed bid.

**Note: Attachment Details are as under:**

- |                                     |           |
|-------------------------------------|-----------|
| 1. Terms of Reference/Scope of Work | Annex “A” |
| 2. Evaluation Criteria              | Annex “B” |
| 3. Documentary Evidence             | Annex “C” |
| 4. Sample Agreement                 | Annex “D” |

If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

## **Outsourcing Development of a Chatbot**

### **Background**

The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector, etc. The head office of the SECP is in Islamabad and branch offices are located in Islamabad, Peshawar, Lahore, Faisalabad, Multan, Sukkur, Karachi, Quetta and Gilgit.

### **Overview**

SECP has a website and social media accounts on Facebook and Twitter to interact with stakeholders. The eServices portal is used for formation of companies and filing of returns of companies. SECP receives stakeholder's complaints/queries through multiple channels. A call center receives calls for various issues and queries. Some calls and emails are directly received by SECP officers. These requests are served only on working hours during week days.

The stakeholders are usually looking for guidance for formation of companies, filing of returns or initiating a process related to SECP.

In order to improve its interaction with its stakeholders, SECP intends to outsource the development of a Chatbot.

### **Scope of Work**

SECP requires a hosted solution for conversational Chatbot that uses Natural Language Processing and is powered by Machine Learning. The Chatbot will serve on SECP Website, Facebook and Twitter. The Chatbot should be able to handle high load of user queries. The Chatbot should be intelligent enough to respond based on intent and sentiment. The Chatbot's platform must support programming languages and frameworks which are easy to develop and maintain. Conversation and usage logs should be generated and accessible via administration interface for analysis.

**Technical Evaluation Criteria**

<b>Sn.</b>	<b>Functionality</b>	<b>Criteria</b>
1	Natural Language Processing engine support	<b>Must</b>
2	The intelligence of the system should be powered by Machine Learning and support entity detection and grouping	<b>Must</b>
3	The response contents should support text, buttons, carousel, list, web links, web calls, images and .gif	<b>Must</b>
4	Can run sentiment analysis on conversation logs	<b>Must</b>
5	Concurrent sessions to be handled by the system - 100 – 500	<b>Must</b>
6	The system should be compatible with all major internet browsers including but not limited to Chrome, Firefox, Safari and Microsoft Edge	<b>Must</b>
7	The system should support at least the following languages: Urdu (roman and classic scripts) and English are must. Chinese (optional)	<b>Must</b>
8	The platform should allow integration with messaging channels, including but not limited to SECP Website, Facebook and Twitter	<b>Must</b>
9	The system should support Android and iOS Mobile apps	<b>Must</b>
10	The platform should be open and allow connectivity to other SECP systems via APIs	<b>Must</b>
11	The bot should be able to seamlessly hand-over conversations (chats) to a human agent	<b>Must</b>
12	The system should be vertically scalable	<b>Must</b>
13	The system should provide a mechanism to verify the user for being a human	<b>Must</b>
14	Advanced conversational and training analytics should be available within the platform allowing SECP to benchmark bot's performance regularly. SECP should be able to monitor Chatbot's license usage, precision, recalls, confusion matrix and F1 scores on regular basis	<b>Must</b>
15	Report should depict bot usage breakdown by time, date, intent and entities	<b>Must</b>
16	The platform should provide a graphical interface to build/develop bots	<b>Must</b>
17	The platform should support variety of programming languages to develop advanced features including node.js, python and php	<b>Must</b>
18	All conversational logs should be accessible to SECP for monitoring and retraining purposes	<b>Must</b>
19	SECP should have control over data and data retention policy	<b>Must</b>
20	All data ownership will remain with SECP	<b>Must</b>
21	The expected SLA is 99% +	<b>Must</b>

**Note:**

Bids NOT in compliance with MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation.

**Financial Proposal requirements**

S#	Requirement	Cost (including all applicable Taxes)
1	Financial proposal is required based on 100 chats with 50 sentences per chat per day	
2	Upfront installation / setup and license cost	
3	Per chat cost if applicable	
4	Per sentence cost if applicable	
5	Hosting cost if applicable	
6	Minimum monthly / yearly cost if applicable (recurring cost)	
7	Any other costs	

**DOCUMENTARY EVIDENCE**

Name of the Bidder: \_\_\_\_\_

Bid against Reference No: \_\_\_\_\_

Date of opening of Bid: \_\_\_\_\_

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant documents placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement.

<b>S #</b>	<b>Required Documentation</b>	<b>Signature of Bidder</b>	<b>Supporting Document's Name</b>	<b>Page Number in the Bid.</b>
<b>1</b>	NTN Certificate			
<b>2</b>	GST Certificate			
<b>3</b>	On Active Tax Payers List of FBR			
<b>4</b>	Registration/Incorporation/Business Certificate			
<b>5</b>	Affidavits			
<b>6</b>	Bid Bond/Security			
<b>7</b>	Bid Validity period of 150 days			
<b>8</b>	Original Bidding documents duly signed/stamped			

### Sample Agreement

This Agreement (“Agreement”) is made at Islamabad on this \_\_\_\_ day of \_\_\_\_ 2019.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Section 3 of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at NIC Building, 63- Jinnah Avenue, Islamabad (hereinafter referred to as “Commission” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

(Successful Bidder Name), having (Address of Successful Bidder Name) (hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

Commission and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”.

#### WHEREAS

A. Commission requires supply of \_\_\_\_\_ specified in (**Annexures**) at Head Office/Company Registration Office (as required in TORs).

B. The Contractor has agreed to provide the products as required by the Commission in accordance with the terms and conditions set forth in this Agreement.

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS

##### 1. Duration

A. This Agreement will become effective from \_\_\_\_\_, **2019** and will remain in effect till completion of delivery (the “Term”) or terminated earlier in accordance with Article 4 or 5 of this Agreement. The termination of this Agreement will not;

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination;
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time and date of termination.

Provided that, if required the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

##### 2. Scope of Work

- i. The Contractor will arrange the supply of \_\_\_\_\_ at Head Office/Company Registration Office (as required in TORs).
- ii. Detail of (Items) to be supplied is given in (Annexures).
- iii. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately supply required items.
- iv. This Agreement covers supply of Items as per (Annexures). Any additional item beside the Annexures may be requested by the Commission as and when required and shall be provided by the Contractor at mutually agreed terms.

### **3. Price and Payments**

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the supply of the each item prelisted in the Annexures and other obligations of the Contractor under this Agreement, the Contractor shall be paid against each item listed in **Annexures**.
- ii. The payment for the supply of the items shall be made on the basis of Purchase Order. The Contractor shall arrange the invoice and send it to the Commission against the Purchase Order issued by the Commission
- iii. Commission will ensure timely payments within 30 days after the completion of delivery and receipt of invoice from the Contractor against each Purchase Order.
- iv. All related Government importation charges, excise duty, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and Contractor will be responsible for payment of such taxes. However, GST and income tax shall not be withheld/deducted if proper exemption documents are provided. The payment to be made to the Contractor under this Agreement shall be made subject deduction of withholding Tax, if applicable, which is levied by the Government from time to time and to which the Commission is authorized to make deduction.

### **4. Termination**

- i. Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity of hearing, with a written notice of fifteen days.
- ii. Contractor may terminate this Agreement if the Commission fails to make payment under this Agreement within 15 days of a written notice from the Contractor to do so.

### **5. Force Majeure**

- i. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as “Force Majeure”) beyond the reasonable control of the Party so affected (to include without limitation, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.

- ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of 30 days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.
- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days then either Party may terminate this Agreement.

## **6. Dispute Resolution/Arbitration**

- i. The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- ii. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled through arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding. Prior to initiation of arbitration proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- iii. The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

## **7. Relationship**

The Parties hereby agree that no clause of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

## **8. Assignment**

Neither Party shall assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of the other party.

## **9. Liquidated Damages**

- i. Contractor shall be bound to provide the required item(s) within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment of delayed items only. However, imposed penalty shall not exceed 10% of the PO/contract value.
- ii. In case the Contractor supplies fake/counterfeit items, the Contractor shall pay the Commission the liquidated damages amounting up to Rs. 5 Million and shall not challenge these liquidated damages at any other forum or court of competent jurisdiction.
- iii. The Commission would also be entitled to forfeit the bid security immediately if the items are not provided as per requirement.

- iv. The Commission may also claim damages other than liquidated damages from the Contractor.

## **10. Severability and Entirety**

Each of the clause of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

This Agreement along with the Annexures forms the entire Agreement between the Parties and supersedes any and all previous correspondence/representations, if any, between the Parties regarding the matter;

## **11. Confidentiality**

- i. The Contractor undertakes and shall ensure the complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its business information. Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.
- ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

## **12. Notices**

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

- (a) the address and number set out below; or
- (b) where another address of number is notified by either of the Party to other Party, the last address of number so notified to it.

### **Commission office address and designated person:**

To:  
Attn; Mr. Arshad Kamal, Additional Director  
Address: Securities and Exchange Commission of Pakistan, 63-NICL Building,  
Jinnah Avenue, Blue Area Islamabad  
Tel:051-9207091-4 (160)Fax: 051-9100471

### **Contractor office address and designated person:**

To:Attn; \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

## **13. Governing Law and Jurisdiction**

- i. This Agreement shall be governed by and construed to be in accordance with the laws of the Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

## 14. Stamp Duty

This Agreement shall be stamped in accordance with law by the Contractor.

## 15. 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

(Successful Bidder) 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 (Successful Bidder) 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.

(Successful Bidder) 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.

(Successful Bidder) 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, (Successful Bidder) 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 (Successful Bidder) 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.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year written above.

**For and on Behalf of Commission      For and on Behalf of Contractor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: Head of Department (Admin)      Title: \_\_\_\_\_

**WITNESSWITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Annexure A of Sample agreement**

**List of Items**