



Universal Service Fund

(A company setup under Section 42 of the Companies Ordinance 1984)

Request for Proposals (RFP)

For

Consultancy Services to conduct a study for Digital Inclusion in Pakistan

ID: USF/CON-Digital/2019/01

Issued at Islamabad

20th February 2019

USFCo Fifth Floor, HBL Tower, Jinnah Avenue, Islamabad Pakistan	Tel: 051 9212308-09 Fax: 051 9214261 URL: www.usf.org.pk
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1. Background

Universal Service Fund (USF), a company registered under Section 42 of the Companies Ordinance 1984, has been subsidizing Rural Telephony and e-Services (RTeS) projects to provide basic telephony services and data services in un-served and, under-served, rural and remote areas (the “USF Areas”) of Pakistan. After auction of Next Generation Mobile Services (NGMS) by Pakistan Telecom Authority, USF transformed its RTeS program to Broadband for Sustainable Development (BFSD) Program to provide Mobile Broadband Services to rural un-served areas in upcoming projects. In addition to USF’s infrastructure projects, USF has also launched projects for digital adoption and inclusion.

This tender is being launched to hire International and National Consulting Firms/Company, for submission of proposals for Consultancy Services to conduct a study for Digital inclusion in Pakistan. The interested firm/company should have experience to conduct such studies for adoption of digital services including e-services like e-commerce, e-banking, e-learning, e-health, e-agriculture etc. This must also include globally proven intervention models of digital inclusion programs including elements such as end user device and data plan subsidy.

2. Clarification and Amendment of RFP Documents

- 2.1 Bidder may request a clarification of any of the RFP documents not later than 10 days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to USF’s address given below. USF will respond by facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all participating Bidders who intend to submit proposals.

The address for requesting clarifications:

Chief Technology Officer
Universal Service Fund,
5th Floor, HBL Tower, Jinnah Avenue
Blue Area, Islamabad, Pakistan
Tel: (92-51) 9212308-09
Fax: (92-51) 9214261
Email: projects.tenders@usf.org.pk

- 2.2 At any time before the submission of proposals, USF may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the RFP. Any amendment shall be issued in writing through addendum. USF shall post the addendum on its website and will make maximum effort to send it by mail, facsimile, or electronic mail to all participating bidders, however main source of all such information will be USF website (www.usf.org.pk). The addendum shall be considered part of the RFP and will be binding on them.
- 2.3 USF may at its sole discretion extend the deadline for the submission of proposals.

3. Bidding Process

- 3.1 The bidding process shall be “Single Stage Two Envelope” as defined by PPRA Rules 2004, Clause 36(b). The bidders shall submit a sealed package containing Technical

Proposal and a Financial Proposal, in separately marked sealed envelopes as per PPRA Rules available on (www.ppra.org.pk).

- 3.2 Bidders may choose any suitable format for proposal preparation ensuring that the requirements are met.
- 3.3 The detailed bidding documents and registration form are available on USF website free of cost. A bidder can only participate after registration with USF. Registration will stay open till 11th March 2019 by 1800 Hrs.
- 3.4 The costs of preparing the proposal and of negotiating the contract, including a visit to Pakistan, are not reimbursable as a direct cost of the assignment.
- 3.5 Details of financial proposal (including cost of the project, cost breakup etc.) should not be mentioned in the technical proposal.
- 3.6 Bid Security, in the form of a Demand Draft or Pay Order in the name of ‘**Universal Service Fund**’, shall be provided in a separate envelope and as **part/along with the technical proposal**.
- 3.7 After evaluation of the Technical Part of the bid by USF, Financial Proposals of only the technically qualified applicants will be opened at a place and time as decided by USF and will be duly communicated to technically qualified bidders, well before the time of opening of financial bids.
- 3.8 Financial proposals of the applicants, unable to qualify the technical evaluation will be returned unopened.

4. Eligibility Criteria

The bidder must comply with the following clauses:

4.1 National Bidders:

- a. The bidder shall be a registered firm or company. Bidders shall submit Copy of following registration documents issued by relevant authorities:

In case of Company	Incorporation certificate from Security and Exchange Commission of Pakistan (SECP).
In case of Firm	Form-C issued by registrar of Firms

- b. National bidder or consortium leader, must be registered in Pakistan and NTN and Sales Tax Registration numbers are mandatory and bidder must be on Active Tax Payer List of FBR.
- c. In case of a consortium team/consortium leader shall be responsible for all transactions with USF and must have an authorization from all partners in this regard. In case of consortium, consortium agreement among all partners is required as a part of technical proposal.

4.2 International Bidders:

- a. International bidders are encouraged to apply. International bidders should be registered in their respective country however, payments to the bidders shall be made in PKR subject to all applicable taxes. Bidder shall have to submit their registration documents along with the technical proposal.
- b. The bidder (each consortium member, in case of consortium) shall provide an undertaking on legal paper that the bidder is not declared black listed by any Government/Semi-Government institution.

4.3 Pre-Requisites for Consulting Firm Selection:

- a. Have a minimum of 5 years of experience in planning, designing, and deploying digital initiatives, especially for marginalized communities in remote areas with a difficult terrain
 - b. The proposed team must have legal, financial, economic and technical experience in the digital/ICT sector, with at least two members with minimum 5 years of experience in designing and implementing digital initiatives.
 - c. At least two experts on digital platforms as members of core team of experts on digital platforms enablement with experience of launching platforms for the marginalized communities in remote areas.
- 4.4 USF requires that bidder provides professional, objective, and impartial advice and at all times hold the Government of Pakistan (GoP) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. During the period of contract, successful bidder shall refrain itself from entering into a legal/contractual assignment that would be in conflict with the obligations of the bidder with USF or Government of Pakistan, either directly or indirectly.
- 4.5 Without limitation to the generality of the above, bidder shall not be hired under the circumstances that the Bidder or any of their affiliates are in an assignment which, by its nature, may be in conflict with this particular assignment of the Bidder.

5. General Conditions

- 5.1 The Bidder will be selected after an open and transparent bidding process.
- 5.2 All prices mentioned in Financial Proposal shall be in Pak Rupees (PKR) and inclusive of all applicable taxes.
- 5.3 Proposals shall be submitted in English language.
- 5.4 The proposals shall be clear and shall elaborate different sections of the proposals using identifiers such as color separators, flags or tags.

- 5.5 Each page of the proposal shall be signed by an authorized representative of the bidder. The representative's authorization shall be confirmed by power of attorney on a stamp paper accompanying the technical proposal.
- 5.6 Bidders may request in writing for clarification of any of the provisions of this RFP, 10 (ten) days before the proposal submission date.
- 5.7 USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. USF shall upon request communicate to bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds as per PPRA Rule (33)
- 5.8 USF may increase or decrease scope of work as per PPRA rules.
- 5.9 The costs of preparing the proposal and of negotiating the contract, including visits for discussion with USF are not reimbursable.
- 5.10 Successful bidder shall ensure to complete the assignment at the earliest but not later than 12 weeks from the signing date of the contract.
- 5.11 In case of delay beyond stipulated time of 12 weeks, a penalty at the rate of 0.2% of total contract price per day for each day beyond the final date will be imposed. For delays exceeding 8 (eight) weeks beyond the final date, USF may terminate the contract after deduction of the said penalty and USF will have the right to encash the Performance Guarantee.

6. Bid Security & Performance Guarantee

- 6.1 A bid security in the form of a pay order or Demand Draft of value PKR 100,000 /- in the name of '**Universal Service Fund**' must be enclosed **in a separate envelope**, and attached with the submitted bid otherwise the bid will be rejected and proposal shall be returned unopened.
- 6.2 Payment of bid security in the form other than specified in clause 6.1, shall not be entertained and such bids shall be returned unopened.
- 6.3 After technical evaluation, Bid Security of bidders who do not technically qualify, shall be returned within 20 days from the date of disqualification along with the unopened financial bid.
- 6.4 Bid Security of technically qualified bidder will be released after 20 days of the signing of the contract with the successful bidder.
- 6.5 Performance Guarantee (in the form of bank guarantee) equivalent to 10% of the contract value will be submitted by the successful bidder, which is mandatory within 10 working days of the issuance of LOI. In case of non-submission, USF at its sole discretion can issue the LoI to the next lowest bidder.

- 6.6 The Performance Guarantee shall be issued by a Pakistani commercial bank recognized by State Bank of Pakistan and that is otherwise acceptable to USF as per format given in Annex A.
- 6.7 Performance Guarantee equivalent to 10% of the signed Contract value is mandatory obligation. In case of non-submission by the bidder within the stipulated time as mentioned in LOI USF at its sole discretion can issue the LoI to the next lowest bidder.
- 6.8 Performance Guarantee being unconditional and irrevocable undertaking to USF shall be independently confirmed by the bank before its discharge/encashment, especially before its expiry.
- 6.9 The Performance Guarantee shall be valid for a period of 20 weeks from the date of signing of the contract or any other extended period.
- 6.10 Performance Guarantee submitted will only be released upon satisfactory completion of the assignment.

7. Technical Proposal

- 7.1 In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP and ToRs in detail and submit a responsive bid.
- 7.2 Material deficiencies in providing the information requested, may result in rejection of the proposal.
- 7.3 Evaluation of the technical proposal will start first and at this stage the financial proposal shall be safe kept unopened.
- 7.4 All bidders who meet the eligibility criteria are required to present their proposal, clearly demonstrating their experience and capacity to perform the assignment.
- 7.5 Technical Proposals should be in compliance with the requirements laid down in the RFP and ToR. Each Technical proposal shall be clearly marked with the following:

“Tender ID: USF/CON-Digital/2019/01”

“TECHNICAL PROPOSAL”

The Technical Proposal shall provide the following information:

- 7.6 A covering letter from the head of the company or an authorized representative of the applicant entailing the objectives and the executive summary shall be attached with the proposal.
- 7.7 An undertaking that the bidder has not been declared black listed by any Government/Semi-Government institutions.
- 7.8 The following documentation will be provided as part of the technical proposal:
 - a. Brief description of the firm/Company.

- b. Major areas of expertise
- c. Outline of work experience with references to work on digital projects including:
 - i. Experience on Mobile Network Operators' Initiatives or Govt. Interventions for digital inclusion and adoption among urban, semi urban and rural communities
 - ii. Experience of digital platforms and services for remote sparsely populated areas.
 - iii. Experience of Digital adoption and uptake in rural and underprivileged communities e.g. e-Banking, e-Commerce, e-Health, e-Agri etc.

A reference to a minimum of three projects – which are similar to current assignment – is required in order to technically qualify for this assignment.

- 7.9 A brief description of bidder's organization and an outline of recent experience on assignments of similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract value, and bidder's level of involvement.
- 7.10 Registration with tax authorities i.e. NTN, STRN and ATL through online verification for national bidders.
- 7.11 Audited financial statements of the bidder for the last two years, prepared in accordance with internationally accepted accounting principles, including an income statement, balance sheet & cash flow statement.
- 7.12 Organization Chart and Team Composition; Team composition and roles and responsibilities of the team members shall be provided in the proposal.
- 7.13 CVs of the team members; Updated CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments at least during the last years (5) years, current assignment, relevant work experience, degree of responsibility held at various assignments and the details of relevant expertise and qualifications.
- 7.14 Description of the methodology: A description of the approach, methodology and work plan for performing the assignment and list of activities should be proposed.
- 7.15 Provide contact list of proposed staff for this project. The contact list shall include the names, role, contact numbers and email addresses of staff engaged for this assignment.
- 7.16 Compliance Checklist; Compliance against each clause and sub-clause of RFP, ToR and draft contract shall be attached. Following conventions shall be used in the compliance checklist;
 - a. Fully Complied (FC)
 - b. Not Complied (NC)
 - c. In case of "Not Compliance" the applicants shall provide proper reasoning. "Not Compliance" to any clause, sub clause may lead to disqualification.
- 7.17 Additional Information which can facilitate USF in evaluation of technical proposal (If Any)
- 7.18 The Technical Proposal shall not include any financial information or any other

information which leads to disclosure of proposed cost of the project. In case cost of the project or financial part of the proposal is found in technical proposal (either in hard copy or soft copy), the bids will be rejected.

8. Financial Proposal

Each financial proposal shall be clearly marked with the following.-

“Tender ID: USF/CON-Digital/2019/01”

“FINANCIAL PROPOSAL”

“Do Not Open With the Technical Proposal”

Each Financial Proposal shall include the following;

- 8.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. It shall give the total lump-sum cost including applicable taxes.
- 8.2 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the Pakistani law, on the bidders, the sub-bidders, and their personnel (other than nationals or permanent residents of Pakistan).
- 8.3 A lump sum cost along-with the complete item wise cost breakup **inclusive of all applicable taxes** shall be provided. Bidders shall clearly mention the Sales Tax amount in their financial bids. If sales tax is not mentioned separately, the bid price will be assumed to be inclusive of Sales Tax.
- 8.4 All prices shall be in PKR. Bidder will be responsible to pay any fee, taxes, duties or charges required for successful completion of the project.
- 8.5 The proposal must remain valid for a period of **180 days** after the submission date.
- 8.6 Withholding Taxes will be deducted by USF at the time of the payment as per government rules and regulations.

9. Submission, Opening and Receipt of Proposals

- 9.1 The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting.
- 9.2 An authorized representative of prospective bidder shall initial all pages of the proposal and sign in full on the last page of proposal, clearly mentioning the full name of the representative. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

- 9.3 For each proposal, the bidders shall prepare four copies. Each TECHNICAL PROPOSAL and FINANCIAL PROPOSAL shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original proposal will be taken as the correct one.
- 9.4 The original and three copies of the TECHNICAL PROPOSAL shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.” The proposal (Technical and Financial) must be delivered at the address given below on or before 22nd March, 2019 at 1500 hrs (PST):

Chief Technology Officer
Universal Service Fund,
5th Floor, HBL Tower, Jinnah Avenue
Blue Area, Islamabad, Pakistan
Tel: (92-51) 9212308-09
Fax: (92-51) 9214261
Email: projects.tenders@usf.org.pk

- 9.5 Technical Proposals shall be opened the same day i.e. 22nd March, 2019 at 1530 hrs (PST), in the presence of all the applicants who choose to be present.
- 9.6 In case of a public/local holiday on submission date, proposals shall be submitted on next business day. Submission and opening time shall remain the same.
- 9.7 The minimum score to qualify technically is 80 out of 100 (refer to table-1). The financial proposal of the technically non-qualified bidders will be returned un-opened.
- 9.8 USF shall simultaneously notify the bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by courier letter and electronic mail/ facsimile.
- 9.9 The Financial Proposals of the technically qualified applicants shall be opened in the presence of the bidders’ representatives who choose to attend.

10. Proposal Presentations

During course of evaluation USF may call for presentations to assess bidder’s understanding of the scope of work, deliverables, reporting requirements etc.

11. Evaluation Criteria

- 11.1 The USF Evaluation Committee will evaluate the proposals on the basis of their compliance with RFP, ToR and draft contract and applying the evaluation criteria, and the point system as specified below. A proposal shall be rejected if it does not respond

to the main aspects of RFP and ToR or if it fails to achieve the minimum score indicated in the following Table:

S/N	Skills & Experience	Weight
1	Total Experience of the Firm	20
2	Local/International Experience of Digital adoption and uptake in rural and underprivileged communities e.g. e-Banking, e-Commerce, e-Health, e-Agri etc.	25
3	International Experience of USF or similar initiatives for Digital adoption and uptake in rural and underprivileged communities	20
4	Approach, Methodology and Project Plan	15
5	CVs of Key Staff	20
Total		100
Minimum Score to Qualify 80		

Table – I

- 11.2 All bidders with score lower than 80 in Table-I above, will be technically un-qualified and their financial proposals shall be returned unopened
- 11.3 Technically qualified bidders with score equal to greater than 80 will be further selected based on Quality and Cost basis, with 80 percent weight assigned to Quality and 20 percent to cost.
- 11.4 For technically qualified proposals final scoring will be done as per following:

$$S_t = \frac{\text{Technical Score Obtained by bidder}}{\text{Total Technical Score}} * 80$$

- 11.5 Financial Score (S_f) shall be calculated as follows:

$$S_f = \frac{\text{Lowest Bidder's Cost}}{\text{Bidder's Cost}} * 20$$

- 11.6 Total Score shall be the sum of both Technical score and Financial Score:
Total Score, $S_T = S_t + S_f$
- 11.7 All Bidders will be ranked based upon the combined technical and financial score.

12. Award of Contract

- 12.1 A letter of Intent (LoI) will be issued to the highest ranked bidder, acceptance of which shall be provided within seven days of issuance of the LoI.
- 12.2 The bidder, to whom LoI has been issued, will have to submit the performance guarantee within 10 days of issuance of LoI.
- 12.3 After submission of the Letter of Acceptance and Performance Guarantee, the contract shall be signed within 10 days of the receipt of performance guarantee failing which USF may issue LoI to the next highest ranked bidder or shall proceed accordingly.

13. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that it has been awarded the contract.

14. Conflict of Interest

The Bidder (including their personnel and sub-bidders) or any of their affiliates shall not receive any remuneration in connection with the assignment except as provided in the contract.

The Bidder (including their personnel and sub-bidders) or any of their affiliates shall not engage in any activity with respect to their assignment that conflicts with the interest under the contract, or that may place them in a position of being unable to carry out the auctions in the best interest of Government of Pakistan.

The Bidder shall provide professional, objective and impartial advice at all times and hold the Government of Pakistan interests paramount, and in providing such advice avoid conflicts with any other assignment and their own corporate interests.

15. Integrity Pact

An 'Integrity Pact' has to be signed by the successful bidder. Format of the Integrity Pact is placed at Annexure B.

16. Timelines for bidding process

Following timelines will be followed during the bidding process:

Sr #	Event	Date
1	Launch of Tender	20 th Feb 2019
2	Deadline for queries	12 th March 2019
3	Bid Submission	22 th March 2019
4	Financial Bid opening (Tentative)	2 nd April 2019

Annex A
FORMAT OF BANK GUARANTEE

SCHEDULE __
Irrevocable Bank Guarantee

Issuing Bank: _____
(insert name and address of issuing bank)

Date of Issue: _____

Bank Guarantee No: _____

Maximum Amount of Bank Guarantee _____ (10% of total Contract Value)
(insert amount, in PKR, in numbers and words)

Applicant: _____
(insert full legal name and address of the USF Service Provider)

Beneficiary:
Universal Service Fund
5th Floor, Habib Bank Tower
Jinnah Avenue
Islamabad

On behalf of our client (the “Applicant”) we hereby issue in your favour this Irrevocable Bank Guarantee (the “IBG”) for the maximum amount identified above.

The IBG is available with the Bank, and will be paid, against presentation of the following documents:

- 1) The Beneficiary’s demand on the Bank in the form attached hereto as Appendix “A”, signed by the CEO of the Beneficiary, indicating the amount to be drawn under this IBG, the number of this IBG, the date of issue of this IBG, and the name of our Bank.
- 2) This IBG for endorsement by us of the amount drawn and, on final drawing, for cancellation.

This IBG is irrevocable and shall remain valid for 3 years up to and including the [*date*] day of [*month*], [*year*]

Partial drawings are permitted.

We will honour each drawing made in conformity with the terms of this IBG without enquiring whether you have, as between you and the Applicant, the right to make such drawing and without recognizing any claim of the Applicant.

This IBG shall be governed by and construed in accordance with the laws of Pakistan. We hereby irrevocably and unconditionally accept exclusive jurisdiction of the Courts at Islamabad.

Issuing Bank

Authorized Signing Officer

SCHEDULE F(1)

Irrevocable Bank Guarantee

Issuing Bank: _____
(insert name and address of issuing bank)

Date of Issue: _____

Bank Guarantee No: _____
Maximum Amount of Bank Guarantee _____ (10% of Contract Value)
(insert amount, in PKR, in numbers and words)

Applicant: _____
(insert full legal name and address of the USF Service Provider)

Beneficiary:
Universal Service Fund
5th Floor, Habib Bank Tower
Jinnah Avenue
Islamabad

On behalf of our client (the “Applicant”) we hereby issue in your favour this Irrevocable Bank Guarantee (the “IBG”) for the maximum amount identified above.

The IBG is available with the Bank, and will be paid, against presentation of the following documents:

- 1) The Beneficiary’s demand on the Bank in the form attached hereto as Appendix “A”, signed by the CEO of the Beneficiary, indicating the amount to be drawn under this IBG, the number of this IBG, the date of issue of this IBG, and the name of our Bank.
- 2) This IBG for endorsement by us of the amount drawn and, on final drawing, for cancellation.

1. This IBG is irrevocable and shall remain valid for 1 year up to and including the [*date*] day of [*month*], [*year*]

Partial drawings are permitted.

We will honour each drawing made in conformity with the terms of this IBG without enquiring whether you have, as between you and the Applicant, the right to make such drawing and without recognizing any claim of the Applicant.

This IBG shall be governed by and construed in accordance with the laws of Pakistan. We hereby irrevocably and unconditionally accept exclusive jurisdiction of the Courts at Islamabad.

Issuing Bank

Authorized Signing Officer

Appendix “A”

To Irrevocable Bank Guarantee No. _____

Issued by _____ Bank

Drawn Under IBG No.: (*insert IBG number and date*)

To: (*insert came and address of Issuing Bank*)

The undersigned hereby demands that (Name of Issuing Bank) pay to the order of the undersigned the sum of Pakistan rupees _____ under the IBG described above.

Dated: (*insert date*)

Universal Service Fund

CEO

Annex B:
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 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 **(Name of Bidder)** 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, bidder, 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 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, representation or warranty.

(Name of Bidder) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to 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 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 **(Name of 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.

USF Co (Buyer)
(Seller/Supplier)

Name of Bidder)