



Airport Hotel
Sky rooms (private) limited (A PIACL Subsidiary)
Purchase Department
Tel: +92-21-34570141-5, 34578405-9
Fax: 34578401
E-mail: purchasemgr.sr@piac.aero
Website: www.airporthotel.com.pk

Tender Ref No. APH-PUR-PAINT ITEMS-12-2024

Dated: 14-May-2024

Tender Cost Rs 10,000/- (Non-refundable)

Bid Security / Earnest Money Rs 60,000 must submit with *Technical Proposal* (Refundable)

INVITATION TO BID SUPPLY OF PAINT ITEMS

Skyrooms (Private) Limited, Airport Hotel Karachi invites bids through EPADS and sealed envelope from renowned (eligibility as per bidding documents) Vendors via “Single Stage Two Envelope Basis”. Bidding documents containing detail terms and conditions, etc. are available electronically and can be downloaded from:

- **Airport Hotel website** www.airporthotel.com.pk
- **PPRA website** www.ppra.org.pk/active-tenders
- **EPADS-PPRA website** www.eprocure.gov.pk through **Supplier Login**

Bid should be submitted electronically through PPRA e-Pak Acquisition & Disposal System (**EPADS**). Additionally, hard copy of the bid along with Original Bid Security / Earnest Money and Tender Fee instrument **MUST BE** submitted with technical bid to **the Office of Manager Purchase, Purchase Department, Airport Hotel Karachi** on or before **04-JUNE-2024 at 11:00 am**. Bids will be opened on the same day **04-JUNE-2024 at 11:30 am**.

The manual submission of bid without E-PADS is NOT allowed and will be rejected. Bid received after stipulated date & time shall not be considered. The Airport Hotel will not be responsible for postal delays.

INSTRUCTIONS TO BIDDERS [MUST READ CAREFULLY]

After Submission of bids through E-PADS, following evidences are required:

- E-PADS submission _____ (Yes / No)
- Tender Fee: PKR _____ (Yes / No)
- Bid Security / Earnest Money: _____ (Yes / No)
- Quality Tender Samples (Qty) _____ (Yes / No)
- Technical Literature (If applicable) _____ (Yes / No)
- Company Profile _____ (Yes / No)
- Certifications _____ (Yes / No)
- Authorizations _____ (Yes / No)

M/s. _____

SUBJECT: SEMI-ANNUAL REQUIREMENT FOR THE SUPPLY OF PAINT ITEMS FOR THE YEAR 2023-2024 AT SKYROOMS (PRIVATE) LIMITED, AIRPORT HOTEL KARACHI.

Dear Sir,

We are pleased to invite your sealed bid for the items listed in the Annex "A". In case of more than one schedule separate bid for each schedule should be furnished. The terms & conditions of the tender / supplies are given below: -

Submission of tender:

1. Send your bids on "Single Stage Two Sealed Envelope Basis" addressed to Manager Purchase, Purchase Department, Airport Hotel Karachi on or **before 04-JUNE-2024 at 11:00 am.**
2. The bid must be applied and submitted through E-PADS, hard copy of the bid in sealed envelope may be sent to the office of Manager Purchase, Purchase Department, Airport Hotel Karachi on or **before 04-JUNE-2024 at 11:00 am.**
3. You may also be sent hard copy of your bid through registered courier, which must reach before the closing date and time as mentioned above.
4. Bids will be opened **04-JUNE-2024 at 11:30** hours, on the same day in the presence of bidders (optional).
5. Both Technical & Financial Proposals should be sealed with scotch tape with authorized signature.
 - a) Tenders must be in two separate sealed envelopes;
✓ (Technical Proposal) → with Tender Reference Number
✓ (Financial Proposal) → with Tender Reference Number.
 - b) Note: All bidders must mention Tender Ref No, date of opening & item description on their courier envelope, (strict compliance).
6. Tenders received after stipulated date & time shall not be considered. The Airport Hotel, Karachi will not be responsible for any postal delays.
7. The decision of **General Manager Airport Hotel** in this respect shall be final and binding for all bidders.

Bid Security / Earnest Money:

1. The bid must be accompanied by **Rs.60,000** having been deposited in the form of a Pay Order [from any scheduled bank] and must be payable at Karachi Pakistan in lieu thereof in the name of M/s. Airport Hotel, Karachi as interest-free Bid Security / Earnest Money (Refundable) with **Technical Proposals.**
2. Please Note:
 - a) *Bid Security / Earnest Money in any other shape shall not be accepted.*
 - b) *Bid Security / Earnest Money deposited against a running contract(s) purchase orders(s) shall not be transferred as Bid Security / Earnest Money for any other tender.*
 - c) *Any tender without Bid Security / Earnest Money, shall not be considered.*

Performance Guarantee / Security Deposit (for successful bidders):

1. The successful bidders upon award of Contract / Purchase Order will be required to furnish in the amount (2% of total tender value) as interest free in shape of Pay Order

of an equivalent amount or a Bank Guarantee for an equivalent amount countersigned by the Head Office of the Bank and to remain valid for 3-months after the expiry period of the Contract.

2. The Bid Security / Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

Preparation of tender:

1. Bid will be opened on "Single Stage Two Envelopes" basis. All bidders must submit two sealed envelopes "Technical proposal and Financial Proposal" on specified tender opening date/time.
2. Technical Proposal will be opened on same date, whereas Financial Proposal will remain sealed till the evaluation of Technical proposal and samples according to the specifications. The unsuccessful bidder's financial would be handed over without opening.
3. Financial Proposal of only those bidders will be opened whose sample are found acceptable and technically qualified. The financial bid opening date would be later communicated to bidders.
4. Technical proposal will be evaluated by the Evaluation Committee of Skyroom (Private) Limited, Airport Hotel Karachi. The results of the evaluation will be communicated to all bidders as per laid down procedures.
5. Technical and Financial Evaluation Reports as per PPRA Rule-35 will be uploaded on both E-PADS, PPRA and APH websites.

Financial Proposal having following documents:

1. The Annexure "A" duly filled in, signed and sealed.
2. Item category that the supplier is unable/not able to supply or does not have the provision to supply for, should be marked as N/A. The remaining table should be filled as per supplier stock capacity.
3. Bid Security / Earnest Money
4. Undertaking on 100-rupee stamp paper.
5. Bidder may submit prices as per segregated Annexure.

Technical Proposal having following documents "Mandatory Requirement":

1. Tender Fees Pay Order of Rs 10,000/- [Non-Refundable] - On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Bid Security / Earnest Money & amount.
2. Fixed Bid Security / Earnest Money amounting **Rs 60,000** of Total Bid Value in shape of Pay Order [issued from any scheduled bank] as Bid Security / Earnest Money [Refundable/Interest Free] - On back side of Pay Order, Vendor must write company name/stamp, Tender Ref. No, date, Bid Security / Earnest Money & amount.
3. Quality samples, if required (**Non-Returnable**)
4. Company profile with registration certificate
5. Copy of GST, SRB & NTN Certificate,
6. FBR registration
7. Client list
8. No litigation letter / Undertaking on company letter head
9. Manufacturers or Authorized Distributors of Manufacturer [with Authorization Letter from Manufacturer.
10. Exporter / Manufacturer / Distributor/Firm/Company/Organization/ General Order Suppliers / Super Stores, where applicable.

All information about the material proposed to be supplied must be given as required in the schedule to tender. The tender will not be considered if complete information required is not given therein. Particular attention must be paid to delivery time. Authorized Signatures of

individual signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) For the firm per procreation.
- d) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under Partnership Act.
- e) In any query without hesitate you will contact / emails mentioned concerned officer.
- f) The Tenderers must indicate whether it's firm/company/organization etc. is registered with Skyrooms (Private) Limited, Airport Hotel, or not. If registered then specify Skyrooms (Private) Limited, Airport Hotel Registration number.

Prices:

- a) The Prices quoted must be net as per accounting unit as shown in the Annexure of tender, inclusive of all duties / taxes, packing, and delivery charges for free delivery to Skyrooms (Private) Limited, Airport Hotel. However, if GST is applicable, same should be shown separately.
- b) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order / Contract.
- c) The Prices must be stated for each item separately both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 120 days. (Extendable in line with PPRA Rules)
- e) Rates must be written on Airport Hotel prescribed form otherwise Bids will not be entertained.
- f) Correction White Fluid or Over Writing strictly is not allowed otherwise tender will be rejected/ not-considered, moreover, hand written tenders/quotations will also not be accepted.
- g) For foreign bidders, rates will be converted into local currency at the date of financial opening & will be locked till completion of P.O supplies.

Acceptance of tender:

Sky rooms (Private) Limited, Airport Hotel does not pledge itself to accept the lowest tender and reserve the right to accept or reject any or all tenders / quotations or accept the tenders at rates on lowest individual items or extend the date of opening / cancel as per PPRA Rules.

Yours truly,
For: Sky rooms (Private) Limited, Airport Hotel
Manager Purchase SRL

Encl:

1. Tender Annexure "A" complete form (as applicable)
2. Terms & Conditions
3. Mandatory Requirement
4. Undertaking [If attached with tender]
5. Draft Agreement

Note: *Prescribed Tenders form for the subject item may be directly downloaded from <http://web.airporthotel.com.pk> / or www.ppra.org.pk websites. EPADS-PPRA website www.eprocure.gov.pk through Supplier Login*

Annexure "A"
PAINT ITEMS

| S.NO | Items Description | Line Description / Brand | UOM | Qty | Unit Rate (PKR) Without GST | GST | TOTAL AMOUNT |
|------|---|--------------------------|--------|-----|-----------------------------|-----|--------------|
| 1. | ACID SALT | NORMAL | LITRE | 300 | | | |
| 2. | BINDING WIRE | | KG | 20 | | | |
| 3. | BLUE RUBBER PAINT | NELSON | GALLON | 10 | | | |
| 4. | BLUE WATERPROOF PAINT | NELSON | TIN | 10 | | | |
| 5. | BRUSH 2" FOR PAINTING | ELITE | NOS | 20 | | | |
| 6. | BRUSH 3" FOR PAINTING ELITE /UNIVERSAL | ELITE | NOS | 25 | | | |
| 7. | CHANDRASS | | KG | 5 | | | |
| 8. | COLOR TUBE D/C | NELSON | NOS | 50 | | | |
| 9. | COTTON WEST | | PKTS | 100 | | | |
| 10. | DARK BROWN OIL PAINT | NELSON | TIN | 100 | | | |
| 11. | DECO COLOR 3.64 LTR | DECO | BALTY | 20 | | | |
| 12. | DECO SET | | NOS | 50 | | | |
| 13. | DISTEMPER PAINT 3.64 LTR | NELSON | BALTY | 600 | | | |
| 14. | EMERY PAPER 1 NO TO 2.1/2 | DIMOND | NOS | 360 | | | |
| 15. | ENAMEL PAINT D/COLOUR 3.64 LTR | NELSON | TIN | 200 | | | |
| 16. | FILLING LAPI | NELSON | DRUM | 200 | | | |
| 17. | GUATEMALA | | NOS | 20 | | | |
| 18. | HADNAR | DECO | TIN | 10 | | | |
| 19. | LACAR | DECO | TIN | 10 | | | |
| 20. | LAKH DANA | | KG | 5 | | | |
| 21. | MALMAL CLOTH | | METER | 100 | | | |
| 22. | MATT FINISH D/COLOUR 3.64 LTR | NELSON | DRUM | 50 | | | |
| 23. | OFF WHITE DISTEMPER | NELSON | TIN | 100 | | | |
| 24. | PAINT BRUSH 4" ELITE/UNIVERSAL | ELITE | NOS | 25 | | | |
| 25. | PAINT BRUSH 4" EX. LONG ELITE/UNIVERSAL | ELITE | NOS | 25 | | | |
| 26. | PAINT REMOVER | NELSON | TIN | 20 | | | |
| 27. | PANT WHITE | ENAMEL 3.64 LTR | NOS | 100 | | | |
| 28. | Plaster Of Paris 3 Kg Bags | | NOS | 200 | | | |
| 29. | POWDER COLOR D/COLOR | SHIP BRAND | PKT | 40 | | | |
| 30. | RABIN POLISH | DECO | BOX | 20 | | | |

| | | | | | | | |
|---------------------|-----------------------------|------------|-------|-----|--|--|--|
| 31. | RED OXIDE 3.64 LTR | NELSON | TIN | 10 | | | |
| 32. | ROBIN BLUE POWDER 0.35 GRMS | ROBIN | PKTS | 25 | | | |
| 33. | ROLLER PAINT | | NOS | 6 | | | |
| 34. | SILVER PAINT 3.64 LTR | NELSON | TIN | 6 | | | |
| 35. | SPRAY COLOR DIFFERENT | DECO | TIN | 20 | | | |
| 36. | Sprit | | LITRE | 50 | | | |
| 37. | THINNER | | LITRE | 50 | | | |
| 38. | TURNIP | TURNIP OIL | KG | 200 | | | |
| 39. | VARNISH 750 GRMS | | TIN | 20 | | | |
| 40. | WATER PROOF PAPER | DIMOND | NOS | 100 | | | |
| 41. | WEATHER SHIELD | NELSON | DRUM | 400 | | | |
| 42. | WHITE DISTEMPER | NELSON | DRUM | 100 | | | |
| 43. | WHITE PRIMER | NELSON | TIN | 40 | | | |
| TOTAL AMOUNT | | | | | | | |

Note:

- The above quantities are subject to change as per demand.
- **All mentioned brands or their equivalent standard brands will be considered only.**

Transportation / Delivery:

- Supplies to be delivered to Airport Hotel.
- Delivery will be accepted subject to inspection by our receiving Committee and rejected items will have to be removed from the store and replaced immediately if required by the hotel.

Who can supply:

- Firms / Companies / Manufacturer / Authorized Dealer of Manufacturer / Authorized Distributor / Super Markets / Super Markets / Super Stores

Sample or Catalogue to be submitted (Non-Refundable):

- Samples required as mentioned in Annexure "A" or provide a catalog of product
- Sample will be evaluated by the hotel Evaluation Committee, sample will be provided, if deemed necessary by Airport Hotel.

Other Terms & Conditions:

- Sky rooms (Private) Limited, Airport Hotel reserves the right to inspect/visit the facilities of the vendor at any time during the currency of the contract for inspecting HSE / Quality Standards.
- Sky rooms (Private) Limited, Airport Hotel Evaluation Committee will inspect/visit the storage / warehouses of the Vendors for necessary verification.
- Items found below the required specs shall be rejected / returned without any liability to Sky rooms (Private) Limited, Airport Hotel.
- Sky rooms (Private) Limited, Airport Hotel security pass for vehicles and employees is the responsibility of the vendor

- Supplier staff delivering goods must wear a clean uniform (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non-compliance.
- SRL is authorized to waive off minor deviation from any term(s) / condition(s) in respect of all bidders.
- Partial Delivery is not acceptable only in some cases acceptable incase delivery is delayed 2% of the PO amount will be deducted.

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of the above-mentioned items is in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

General Terms & Conditions:

- Annexure "A" is an integral part of tender and should be duly filled, signed and stamped by bidder.
- All bidders are required to quote rates on prescribed Annexure "A" format.
- All participants are required to quote rates inclusive of all Government taxes and GST, in case where taxes are not quoted, the bidder should mention "rates exclusive of taxes".
- All bidders must quote single rate and advice on best possible delivery period.
- Quoted rates must be firm and fixed in all aspects
- Quotation must be valid for 120 days from the date of technical proposal opening.
- Quantity may increase or decrease by 10% to 15% is not the upper limit.
- Bid will be awarded on lowest rate basis / (item wise) whichever is lowest.
- Item qualification is subject to evaluation by providing sample to determine required quality by SRL and item found below SRL standard shall be rejected.
- Airport Hotel reserves the right to ask vendor for further product samples for best possible evaluation.
- Bidder must fulfill documentary requirements as per Airport Hotel procedure.
- Supply to be directly delivered to Airport Hotel, Karachi and must comply with laws of Pakistan.
- Payment will be carried out between 30 days on submission of bills.
- Airport Hotel, security pass for vehicle and employees is the responsibility of vendor.
- Supplier staff delivering good must wear clean proper uniform (including shoes) and company logo/identity otherwise fine of 02% per supply will be imposed.
- Delivery should be made in between 10:00 am to 4:00 pm.
- All sort of stamp duty will be borne by the manufacturer / authorized dealer of manufacturer/ distributor / general order supplier.
- If goods / services are found not up to the mark, below the desired quality / standards or not supplied as per sample submitted, Hotel Management has the right:
 - To impose penalty / fine to Vendor
 - Cancel the Contract
 - Blacklist the Vendor

- The Hotel Management decision under this clause shall NOT be subjected to arbitration.
- Goods received at Store, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected goods would be provided as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost.
- If the firm withdraws its offer or backs out from providing items won by the firm until contract is finalized, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid security.
- “Force Majeure” means any event, act / or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days Email / Letter of its commencement. The Purchaser has the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure”.
- If the supplier fails to deliver any or all of the goods by date(s) of delivery or perform the related services within the period specified in the contract, the Airport Hotel may take following action:
 - To impose penalty / fine to Vendor
 - Cancel the Contract
 - Blacklist the Vendor
 - Make risk purchasing (amount will be deducted from Vendor bill)
 - The Hotel Management decision under this clause shall NOT be subjected to arbitration.
- Hotel management reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.
- A bidder shall submit only one Bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement. (S.R.O.1 078(I), 2022 Rule 5.1).

NOTE:

1. If any stage documents provided by participants found tempered / bogus Bid Security / Earnest Money deposited will be forfeited.
2. Manufacturer / Authorized dealer of Manufacturer / Authorized Distributor / General Order Supplier registered with sales tax authorities is allowed to participate with all related documents at the time of technical opening.
3. All Bidders Should fulfill every column and attach the relevant documents along with the proposals
4. The bidder not fulfilling and/all of the above shall be declared non-responsive / disqualified. In addition to this all terms and conditions should be complied with by the Bidder.

Technical Evaluation Criteria:**Corporate Profile:**

| S.NO | DESCRIPTION | MARKS | MARKS OBTAINED |
|------|---|-------|----------------|
| 01 | Complete company profile along with details of projects, goods, and services delivered. | 10 | |
| 02 | Client List | 10 | |
| | Total Marks | 20 | |

General Experience:

| S.NO | DESCRIPTION | MARKS | MARKS OBTAINED |
|------|------------------|-------|----------------|
| 01 | Past performance | 10 | |
| | Total Marks | 10 | |

Enlistment and Registration:

| S.NO | DESCRIPTION | MARKS | MARKS OBTAIN |
|------|----------------------|-------|--------------|
| 01 | FBR/NTN Registration | 05 | |
| 02 | GST Registration | 05 | |
| | Total Marks | 10 | |

Related Work Experience:

| S.NO | DESCRIPTION | MARKS | MARKS OBTAIN |
|------|-------------|-------|--------------|
| 01 | 1-5 years | 05 | |
| 02 | 5-10 years | 10 | |
| | Total Marks | 10 | |

Storage/Warehouse:

| S.NO | DESCRIPTION | MARKS | MARKS OBTAIN |
|------|--|-------|--------------|
| 01 | Own storage/warehouse will be preferable | 10 | |
| | Total Marks | 10 | |

Bank Statement:

| S.NO | DESCRIPTION | MARKS | MARKS OBTAIN |
|------|-------------------------------|-------|--------------|
| 01 | Turnover of 10 to 20 lakh PKR | 20 | |
| | Total Marks | 20 | |

Litigation/Blacklisting:

| S.NO | DESCRIPTION | MARKS | Marks Obtained |
|------|----------------------------|-------|----------------|
| 01 | No Litigation Certificate. | 10 | |
| 02 | No blacklisting PPRA | 10 | |
| | Total Marks | 20 | |

| | | |
|------------------|-----|--|
| TOTAL MARKS | 100 | |
| QUALIFYING MARKS | 70 | |

[RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER]

[Enclose with technical proposal]

General Manager

Airport Hotel Karachi

V5V3+RJ2, Star Gate Rd, Faisal Cantonment, Karachi, Karachi City,

Subject: **UNDERTAKING TO EXECUTE CONTRACT**

Dear Sir,

We / I, the undersigned bidders do hereby confirm, agree, and undertake to do t h e following in the event our / my tender, for _____ is approved and accepted: -

That we / I will enter into and execute the formal contract, a copy of which has been supplied to us/me, receipt whereof is hereby acknowledged and which has been studied and understood by me/us without any change, amendment, revision or addition thereto, within a period of seven days when required by APH to do so.

That all expenses in connection with the preparation and execution of the contract including stampduty will be burned by us/me.

That we / I shall deposit with APH the amount of Security as specified in the contract which shall continue to be held by APH until three months after the expiry of the contract period.

That in the event of our / my failure to execute the formal contract within the period of Seven days specified by APH the Bid Security / Earnest Money/Security Deposit held by APH shall stand forfeited and we / I shall not question the same.

| | |
|---------------------------|--|
| Bidder's Signature | |
| Name in Full | |
| Designation | |
| Cell No: | |
| Email: | |
| Address: | |
| Phone No | |
| Fax No | |
| N.I.C. # | |
| Seal | |
| Dated | |

INTEGRITY PACT / DISCLOSURE CLAUSE

Must be printed on company Letter Head – [Submit with Financial Proposal]

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works.

M/s. _____ the Manufacturer / Authorized Distributor / Seller / Supplier / Contractor / Super Store hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it [GoP] through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor 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 Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor 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 Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.