HABIBBANK	Deposit Slip Customer Copy
Branch: Date:	2 4 9 4 2 0 2 5
Account Title Public Pacturement Regulatory	Huthority
IBAN: PK HABBBOOO	199797
Currency: PKR USD EURO GBP OF JPY OF Others	y Within city Same Branch
Credit Card No. 10\000   2100	
CASH Di RAM 00.000 CIRESEESSEES JOUGHE	AMOUNT ?
BANK/BRANCH CHEQUEANSTRUMENT NO.	15,000/-
	15 april
TOTAL AMOUNT	8 15,000/-
Total Amount in Words: Fifteen Thousand Only.	بلغ
Riaz Ahmed Shaikh Commission (if any) Fund Transfer	Customer Account
Depositor's Name 8ranch: 1216-F	.T.C. KARACHI
Contact No.	KOSHABBOO1216XXXXXXXXXX
To Account.	K17HABB0004540013100701
FEROURE ANALAS attach Civic Copy	*****15,000.00 PKR
Depositor's Account No. For HBI, Customers / Account Holders	************* 00 Date' 2025-02-
retter by37	Time 15.53.11.72700
Received By: معول كنده Depositor's Signature ومحول كنده (As per Terms & Conditions	on reverse) (Not official unless validated)



# TRADING CORPORATION OF PAKISTAN (PVT) LIMITED MINISTRY OF COMMERCE GOVERNMENT OF PAKISTAN

No. TCP/REOD/F-E-re.f/2025

Dated: 17-02-2025

#### NOTICE FOR INVITATION OF TENDER

SUBJECT: RE-FILLING OF FIRE EXTINGUISHER AT TCP'S GODOWNS AT PIPRI, LANDHI, KORANGI (KARACHI) & MULTAN.

Trading Corporation of Pakistan (Pvt.) limited invites sealed bids/offers from the reputable Firms / Contractors / reputed sole proprietorships/ companies for Re-filling of fire extinguisher at TCP's Godowns at Pipri, Landhi & Korangi (Karachi) and Multan. The firms /Contractors / reputed sole proprietorships/ companies should be registered with the Income Tax and Sales Tax Authorities and should be enlisted in the FBR active taxpayer list at the time of submission of Bids.

- 2. Bids shall only be received from those firms who are registered with PPRA for e-Procurement on EPADS.
- 3. Interested and eligible parties /Companies may submit their offers/bids on E-PADS by 1100 hrs on 6<sup>th</sup> March 2025, at 11:00 hrs. Bids will be opened on the same day at 1130 hours in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.
- 4. Bids must be supported with Bid Money of Rs. 100,000/- in the shape of Demand Draft / Pay Order, as required in the Tender Documents. The Original Bid Money must reach to this office prior to closing time i.e. 1100 hrs on the date mentioned above and scanned copy must be attached with the bids on E-PADS.
- 5. Tender Documents can also be downloaded from the Official websites of TCP and PPRA i.e. www.tcp.gov.pk and www.ppra.org.pk.
- 6. TCP has right to accept/reject any or all bid(s) at any time prior to their acceptance, under provisions provided in PPRA Rules 2004.

(Muhammad Asif Rajpar)
Deputy General Manager (REOD)

Tel

tcp.gov.pk (92-21) 99202947-9 UAN: 111-827-000 (92-21) 99202722, 99202595 & 9920731

## RE-FILLING OF FIRE EXTINGUISHERS AT TCP'S GODOWNS AT PIPRI, LANDHI, KORANG (KARACHI) & MULTAN GODOWNS

#### **TENDER TERMS AND CONDITIONS**

- 1) Trading Corporation of Pakistan (Pvt) limited invites sealed bids/offers from the reputable Firms / Contractors / reputed sole proprietorship/ companies for Re-filling of Fire extinguisher and allied items at TCP's Godowns situated at TCP's Godowns at Pipri, Landhi & Korangi Godown at Karachi and TCP's Multan Godown. The firms /Contractors / reputed sole proprietorship/ companies should be registered with the Income Tax and Sales Tax Authorities and should be in FBR active taxpayer list at the time of submission of Bids. Bidding will be conducted under Rule 36(a) of the Public Procurement Rules 2004 i.e. Single stage one envelope procedure.
- 2) Bids shall only be received from those firms who are registered with PPRA for e-Procurement on EPADS.
- 3) Interested and eligible parties /Companies may submit their offers/bids on E-PADS by 6<sup>th</sup> March, 2025 at 11:00 hrs. Bids will be opened on the same day at 1130 hours in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.
- 4) In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted /opened on next working day at the given time.

#### 5) Ineligible Bidders:

Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.

#### 6) Clarification of Bidding Documents:

Any interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives not later than seven (07) working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

#### 7) Bid Prices / Bid Form:

- a) The Bidder shall complete the Bid Form (I) & (II) and the appropriate Price Schedule furnished in the bidding documents, indicating the quantity of Refilling of Extinguishers to be made and price.
- b) The prices shall be quoted inclusive of all taxes, duties, levies, fees etc.

#### 8) Bid Security:

- a) The bid security is required (@ Rs. 100,000/- in the shape of Pay Order) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's for feature the bid security shall be de nominated in the currency of the bid:
- b) be submitted in original, to the office of DGM Incharge (REOD) before the date and time of opening of the tender, whereas scan copies to be attached with the bids while uploading



on the EPADS.

- c) Bid security shall be released to the unsuccessful bidders within 10 days after the contract has been signed with the successful bidder.
- d) The successful Bidder's bid security shall be discharged upon the Bidder signing the contract and furnishing the performance security @ 10% of contract value.
- e) Failure of the successful Bidder to comply with the requirements of Clauses of the contract (e.g. withdrawal of bid during the validity period, failed to furnish performance guarantee, failed to sign the contract etc) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. The Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids, accordingly.

#### 9) Period of Validity of Bids:

a) Bids shall remain valid for the period of 60 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

#### 10) Format and Signing of Bid:

a) The Bidder shall prepare an original bid signed by the Bidder or a person or persons duly authorized by the Bidder.

#### 11) Submission of Bids:

a) The Bidder shall scan the original bidding documents and enclosures in a single pdf file and shall upload the same on the E-PADS system of PPRA.

#### 12) Deadline for Submission of Bids:

- a) Bids must be uploaded on the EPADS not later than the time and date specified in the clause 3.
- b) The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents; in such case all rights and obligations of the Procuring agency are reserved.

#### 13) Opening of Bids by the Procuring agency:

- a) The Procuring agency shall open all bids in the presence of bidder's representatives who may wish to attend, at the time, on the date, and at the place specified in the terms and conditions. The bidders' representatives who are present shall sign an attendance sheet evidencing their attendance.
- b) The bidders' names, bid prices, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
- 14) Clarification of Bids: During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for clarification of its bid. The response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

#### 15) Preliminary Examination:

a) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between

the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail.

- b) If there is a discrepancy between words and figures, the amount in words will prevail.
- c) If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the non conformity.

#### 16) Evaluation and Comparison of Bids:

- The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive for each godown separately.
- b) The Procuring agency's evaluation of a bid will be on provision of re-filled fire extinguisher to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation charges at various locations mentioned by procuring agency and shall exclude any allowance for price adjustment during the period of execution of the contract.
- c) The Bidder shall offer rates separately for filling of fire extinguishers at Karachi and/or Multan locations. Each offer shall be evaluated separately and will be treated as separate package/contract for each location.
- d) The bidder must have at least 3 years of experience in the relevant field.
- e) Income Tax Certificate (NTN) and GST Registration Certificate to be attached with the bid.
- f) Affidavit confirming that the firm has not been black listed by any Government, Semi Government or Autonomous Bodies on non-judicial stamp paper.

#### 17) Award Criteria:

Procuring agency will award the contract to the successful Bidder(s) whose bid(s) has been determined to be substantially responsive and has been determined to be the lowest evaluated bid for each location.

#### 18) Procuring agency's Right to Accept / Reject Bid:

- a) Subject to relevant provisions of PPRA Rules 2004, the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the contract award.
- b) The procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
- c) Contract Agreement and Integrity Pact both are mandatory for successful bidder.

#### 19) Signing of Contract:

- a) At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- b) Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- c) The contract shall be valid for a period of one year for provision of re-filling services of the Fire Extinguishers at all the respective places as per approved rates.

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d) TCP has discretion to extend this contract for a further period of one year or more.

#### 20) Performance Security:

- a) The successful Bidder, within seven (07) days of the issuance of award letter, shall furnish the **performance security** @ **10**% of the Contract Price in favour of TCP in shape of Demand Draft / Pay Order issued by a 1<sup>st</sup> class scheduled bank of Pakistan.
- b) The performance security will be released by the Procuring agency to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- c) The Performance Security shall be forfeited by TCP, in case of failure of the Bidder in fulfillment of the clauses of the contract / tender.

#### 21) Inspections and Tests:

- a) The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- b) Nothing in these Clauses shall in any way relieved the Supplier from any warranty or other obligations under this Contract.
- 22) <u>Delivery and Documents</u>: Delivery of the refilled fire extinguisher shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/transportation and/or other documents to be furnished by the Supplier.
- 23) <u>Insurance</u>: No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.
- 24) <u>Transportation</u>: The Supplier is required under the Contract to transport the Goods to specified place of destination.

#### 25) Incidental Services:

The Supplier may be required to perform or supervise on-site assembly and/or start-up of the supplied Goods along-with furnishing of tools required for assembly and/or maintenance of the supplied Goods;

#### 26) Warranty:

- a) The Supplier shall warrant that the material used to refill fire extinguishers is new, of desired material. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from materials, or workmanship or from any act or omission of the Supplier.
- b) This warranty /maintenance period shall remain valid for one (01) year from the date of refilling of Fire extinguishers, delivered and accepted at the final destination.

#### 27) Payment:

a) The supplier will submitted his Invoice of 100% payment after the issuance of receipt and inspection certificate on successful completion of work and after its verification by the concerned Godown Incharge.

- b) Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by the Godown Incharges will be required for payment. However, withholding of all government Taxes shall apply as per rates specified in relevant Government Schedule.
- c) Further refilling during the agreement, if any, shall be paid as per approved rates.

#### 28) Delays in the Supplier's Performance:

a) Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon.

#### 29) Liquidated Damages:

- a) If the Supplier fails to deliver any or all of the Goods or to perform the Services within the timeframes specified in the Contract, the Procuring Agency shall be entitled to deduct from the Contract Price, as liquidated damages, an amount calculated as follows:
  - i) Calculation: 0.1% of the contract value for each week or part thereof of delay, up to a maximum of 10% of the contract value. Once the maximum is reached, the Procuring agency may consider termination of the Contract.
- 30) <u>Termination for Default:</u> The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of defaults sent to the Supplier, may terminate this Contract in whole or in part:
  - a) If the material supplied by the bidder is found to be not in accordance with the specifications. Action will be taken against them which include forfeiture of Earnest Money /Performance Security and blacklisting.
  - b) If the Supplier fails to deliver any or all the Goods within the period(s)specified in the Contract, or within any extension thereof granted by the Procuring agency or if the Supplier fails to perform any other obligation(s) under the Contract.
  - c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### 31) Resolution of Disputes:

Any difference or dispute of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the Parties. Should the parties fail to come to an amicable settlement the same shall be referred to the Chairman, TCP or his nominee whose decision shall be final and binding on both the parties.

#### 32) Taxes and Duties:

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



#### SCHEDULE OF REQUIREMENTS

The Refilling and delivery of items shall be made as per locations mentioned below at the cost of supplier.

_			Locations			
		Karachi			Multan	
S. No	REFILLING OF ITEMS & CAPACITY		Pipri	Landhi	IVI GINGS	
		L	QT	Y		
01	DCP (TROLLEY)	10	30	o	10	
 02	(50kg ) WATER BASED (09 ltr )	100	400	0	100	
03	WATER BASED (TROLLEY) (50 ltr )	15	40	0	15	
04	AFFF MOUNTED (TROLLEY) (50 ltr )	10	20	0	10	
05	Fire Extinguisher DCP type having capacity 10kg for Generator	02	02	0	02	
06	Co2 type Fire extinguisher having capacity 3kg	01	02	04	01	
07	DCP type having capacity 4kg (for Offices)	01	02	01	01	
08	Main Electric Board One Co2 type Fire extinguisher having capacity 5kg	01	02	01	01	
<u></u>	Total Refilling and completion of the assignment is within 30		498	6	140	

Note : Refilling and completion of the assignment is within 30 (days) after issuance of award o work.

### NOTE: SPECIFICATIONS OF ABOVE ITEMS SR. No 01 to 04 AS FOLLOW:

- If required, all fire extinguishers should be installed at the height of 4 ft. at appropriate places
  preferably at entrance and exit routes of the premises
- Suitable for use on Class A, B and C fires
- Powerful firefighting capability
- · Fitted with pressure gauge.
- Fixing bracket, if required.

### TECHNICAL SPECIFICATION OF EACH FIRE EXTINGUISHER TO BE RE-FILLED BY THE BIDDER

#### 1. DCP (TROLLEY) Capacity: 50 kg

	Fire Class	A, B, C & Electrical	
	Extinguishing Agent	40% MAP	
	Propellant	Stored Pressure - Nitrogen	
	Capacity	50kg	
	Fire Rating (BS EN 1866-1:2007)	A & IIIB	
	Discharge Duration	9s	
	Operating Temperature Range	-30°C to 60°C	
DCP TROLLY	Working Pressure	15bar	
50KG	Test Pressure	27bar	
	Hose Length	≥ 5m	
	Total Height	1180 mm	
	Width	500 mm	
	Depth	650 mm	
	Cylinder Material	Steel	
	Body Color	RAL 3000 (Flame Red)	

### 2. WATER BASED FIRE EXTINGUISHER (09 Ltr)

	Fire Class	Α
	Extinguishing Agent	Water
	Propellant	Nitrogen
	Capacity	9L
	Fire Rating (BS EN 3-7:2004+A1:2007)	13A
WATER	Discharge Duration	47s
BASED	Operating Temperature Range	5°C to 60°C
09 LTR	Working Pressure	15bar
00 2111	Test Pressure	27bar
	Total Height	710mm
	Cylinder Diameter	175mm
	Cylinder Material	Steel
	Body Color	RAL 3000 (Flame Red)

#### 3. WATER BASED TROLLEY (50 Ltr)

	Fire Class	Α
	Extinguishing Agent	Water
	Propellant	Nitrogen
WATER	Capacity	10USgal
BASED	Operating Temperature Range	5°C to 60°C
(TROLLEY) 50LTR	Working Pressure	15bar
	Test Pressure	27bar
	Hose Length	≥ 5m
	Body Color	RAL 3000 (Flame Red)

#### 4. AFFF MOUNTED TROLLEY (50 Ltr)

	Fire Class	AB	
	Extinguishing Agent	Foam	
	Propellant	Nitrogen	
AFFF	Capacity	10USgal	
MOUNTED (TROLLEY) 50KG	Operating Temperature Range	5°C to 60°C	
	Working Pressure	15bar	
	Test Pressure	27bar	
	Hose Length	≥ 5m	
	Body Color	RAL 3000 (Flame Red)	



## EXPERIENCE OF SIMILAR SUPPLY AND INSTALLATION

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks
<del> </del>						
<u>.</u>						
···						
				-		



#### **AGREEMENT**

This Agreement made thisDay of2025 between <i>Tradin Pakistan (TCP),Karachi.</i> (Hereinafter called "the Procuring agency") of the 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 anci Procurement of REFILLING OF FIRE EXTINGUISHERS for TCP'S Godo, Karachi / Multan. TCP has accepted a bid by the Supplier for the and services in the sum of [contract price in words and figures] (hereinafter of Price").	lary services, viz., <b>wn at</b> supply of materia

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement 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 Agreement,
- Terms and conditions of the Tender, Award Letter.
- 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 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 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.
- 5. The contract shall be valid for a period of one year from the date of signing of agreement, for provision of services of re-filling of the Fire Extinguishers at all the respective places as per approved rates. TCP has discretion to extend this contract for a further period of one year or more.

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

Signed, sealed,(for the Procuring agency)
Signed, sealed,
(for the Supplier)

A

# BID FORM-I TRADING CORPORATION OF PAKISTAN (PVT) LIMITED (RATE FOR KARACHI)

Tender No.	

<del></del> -				RICE
ITEM CODE NO.	DESCRIPTIONOFITEMS/SPECIFICATIONS	WITHOU T GST/SRB	WITH GST/SRB	TOTAL UNIT PRICE WITH GST/SRB/DELIVER Y CHARGES
1.	REFILLING OF DCP(TROLLEY) (50kg)		_	
2.	REFILLING OF WATER BASED (09 ltr)			
3.	REFILLING OF WATER BASED (TROLLEY) (50 ltr)			
4.	REFILLING OF AFFF MOUNTED (TROLLEY) (50 ltr)			
5.	REFILLING OF Fire Extinguisher DCP type having capacity 10kg (for Generator)			
6.	REFILLING OF One Co2 type Fire extinguisher (3kg)			
7	REFILLING OF One DCP type (4kg) (for offices)			
8	REFILLING OF One Co2 type Fire extinguisher (5kg) (for Main Electric Board)			

#### Terms &Conditions

- 1. Certificate to be submitted for Cylinders testing and instruments.
- 2. Certificate to be issued ensuring gas purity/ missing ratio.
- 3. Validity and Expiring dates Tag must be fixed at Cylinders.

**NOTE:** Bidder is strictly advised to quote bid clearly and explicitly with GST/SRB (Whichever is applicable). Above column are mandatory to fill with accuracy; any column left as blank, bid shall be considered incomplete and shall be rejected.

Signature & Stamp of Bidder



# BID FORM-II TRADING CORPORATION OF PAKISTAN (PVT) LIMITED (RATE FOR MULTAN)

Tender No.	 	<del></del>

		UNIT PRICE		
ITEM CODE NO.	DESCRIPTIONOFITEMS/SPECIFICATIONS	WITHOUT GST/SRB	WITH GST/SR B	TOTAL UNIT PRICE WITH GST/SRB/DELIVE RY CHARGES
1.	REFILLING OF DCP(TROLLEY) (50kg)			
2.	REFILLING OF WATER BASED (09 ltr)			
3.	REFILLING OF WATER BASED (TROLLEY) (50 ltr)			
4.	REFILLING OF AFFF MOUNTED (TROLLEY) (50 ltr)			
5.	REFILLING OF Fire Extinguisher DCP type having capacity 10kg (for Generator)			
6.	REFILLING OF One Co2 type Fire extinguisher (3kg)			
7	REFILLING OF One DCP type (4kg) (for offices)			
8	REFILLING OF One Co2 type Fire extinguisher (5kg) (for Main Electric Board)			

#### **Terms &Conditions**

- 1. Certificate to be submitted for Cylinders testing and instruments.
- 2. Certificate to be issued ensuring gas purity/ missing ratio.
- 3. Validity and Expiring dates Tag must be fixed at Cylinders.

NOTE: Bidder is strictly advised to quote bid clearly and explicitly with GST/SRB (Whichever is applicable). Above column are mandatory to fill with accuracy; any column left as blank, bid shall be considered incomplete and shall be rejected.

 Signature & Stamp of Bidder





## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS /CONTRACTORS/ CONSULTANTS.

Contract Number: Dated:
Contract Value:
Contract Title:
<b>[Name of Supplier / contractor]</b> 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS)through any corrupt business practice.
Without limiting the generality of the foregoing, [Name of 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.
[Name of 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
[Name of 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 PA under any law, contract or other instrument, be voidable at the option of PA.
Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier / contractor] agrees to indemnify PA for any loss or damage incurred by it on Account to fits corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kick back given by 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 PA.
[Procuring Agency] [Supplier/ Contractor/ Consultant