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

No. TCP/REOD/F-Ext-F/2024 Dated: 09-01-2025

NOTICE INVITING TENDER

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

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 Godown at Karachi and TCP's Multan Godown. 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 30th January 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)

RE-FILLING OF FIRE EXTINGUISHERS AT TCP'S GODOWNS AT PIPRI, LANDHI, KORANGI (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 the 30th January, 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:**

   a) 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:**

   a) 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, stamps, duties, levies, fees and installation charges 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 upon furnishing the performance security.

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 bid in a one pdf file and 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:**

a) 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 of the Fire Extinguishers at all the respective places as per approved rates. During the agreement period the bidder shall be required to re-fill the Fire Extinguishers, as and when required by TCP.

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 (for each location) in favour of TCP in shape of Demand Draft / Pay Order issued by a 1st 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) **General Condition of the Contract:**

a) **Definitions** In this Contract, the following terms shall be interpreted as indicated:

i) **"The Contract"** means the agreement entered in to between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.

ii) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

iii) **"The Goods"** means all of the materials, which the Supplier is required to provide / refill under the Contract.

iv) **"The Procuring agency"** means the Trading Corporation of Pakistan (TCP), Government of Pakistan.

v) **"The Supplier"** means the individual or firm supplying Services under this Contract.

vi) **"PPRA Rules 2004"** means the Public Procurement Rules2004.

22) **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.

23) **Delivery and Documents:** 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.

24) **Insurance:** No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

25) **Transportation:** The Supplier is required under the Contact to transport the Goods to a specified place of destination.

26) **Incidental Services:**

a) The Supplier may be required to provide any or all of the following services:-

i) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

ii) furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

iii) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of one years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

27) **Warranty:**

a) The Supplier warrants 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 after the refilled Fire extinguishers, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

c) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in these terms and conditions, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

28) **Payment:**

a) Within 30 days after the issuance of inspection certificate and consignee's receipt certificate **100% payment** 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.

29) **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.

30) **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.

31) **Termination for Default:** 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.

d) In the event the Procuring agency terminates the Contract in whole or in part, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

32) **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.

33) **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.

S.No	REFILLING OF ITEMS & CAPACITY	Locations			
		Karachi			Multan
		Korangi	Pipri	Landhi	
		QTY			
01	**DCP (TROLLEY)** (50kg New Fire Extinguishers)	10	30	0	10
02	**WATER BASED** (09 ltr New Fire Extinguishers)	100	400	0	100
03	**WATER BASED (TROLLEY)** (50 ltr New Fire Extinguisher)	15	40	0	15
04	**AFFF MOUNTED (TROLLEY)** (50 ltr New Fire Extinguisher)	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
	Total	140	498	6	140
Note : Refilling and completion of the assignment is within 30 (days) after issuance of award of 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 SPECIFICATIONS OF EACH FIRE EXTINGUISHER TO BE RE-FILLED BY THE BIDDER

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

DCP TROLLY 50KG	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
	Working Pressure	15bar
	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)**

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

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

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

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

AFFF MOUNTED (TROLLEY) 50KG	Fire Class	AB
	Extinguishing Agent	Foam
	Propellant	Nitrogen
	Capacity	10USgal
	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

AGREEMENT

This Agreement made this _____Day of ----------2025 between *Trading Corporation of Pakistan (TCP),Karachi.*(Hereinafter called "the Procuring agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier")of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of **REFILLING OF FIRE EXTINGUISHERS for TCP'S Godown at ----------, Karachi / Multan.** TCP has accepted a bid by the Supplier for the supply of material and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

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 re-filling of the Fire Extinguishers at all the respective places as per approved rates. During the agreement period the bidder shall be required to re-fill the Fire Extinguishers, as and when required by TCP.

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)

TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

BID FORM (RATE FOR KARACHI)

Tender No._____

ITEM CODE NO.	DESCRIPTIONOFITEMS/SPECIFICATIONS	UNIT PRICE		
		WITHOUT GST/SRB	WITH GST/SRB	TOTAL UNIT PRICE WITH GST/SRB/DELIVERY CHARGES
1.	**DCP(TROLLEY)** (50kg New Fire Extinguishers)			
2.	**WATER BASED** (09 ltr New Fire Extinguishers)			
3.	**WATER BASED (TROLLEY)** (50 ltr New Fire Extinguisher)			
4.	**AFFF MOUNTED (TROLLEY)** (50 ltr New Fire Extinguisher)			
5.	Fire Extinguisher DCP type having capacity 10kg **(for Generator)**			
6.	One Co2 type Fire extinguisher having capacity 3kg			
7	One DCP type having capacity 4kg **(for offices)**			
8	One Co2 type Fire extinguisher having capacity 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

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

Tender No._____

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

Terms &Conditions

4. Certificate to be submitted for Cylinders testing and instruments.
5. Certificate to be issued ensuring gas purity/ missing ratio.
6. 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



Integrity Pact

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

Contract Number: _____ Dated: .

Contract Value: _____

Contract Title: _____

[Name of Supplier / contractor] 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