

Tender Fee-Rs.2,000/=

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

**SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF
TRAUMA KARACHI**

TENDER REF. # PROC/SMBBIT/(R&M-FF)/2020-21

**REPAIR & MAINTENANCE OF FURNITURE & FIXTURE
ARTICLES**

AT

**SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF
TRAUMA KARACHI**

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BIDDING DATA

Procuring Agency	:	SMBB Institute of Trauma Karachi
Address	:	Chand Bibi Road, Karachi
Name of Item	:	Repair and Maintenance of Furniture & Fixture Articles
Bid Validity	:	90 Days
Bidding Procedure	:	46(1) Single Stage One Envelope
Amount of Bid Security	:	2% of Total Bid Quoted Price
Last date of Selling of Bid	:	10-March-2021
Date of Submission of Bid	:	11-March-2021
Date of Opening of Bid	:	11-March-2021
Place of Submission	:	Planning & Procurement Department 13 th Floor SMBB Institute of Trauma, Karachi
Place of Opening	:	Seminar Hall, 12th Floor SMBB Institute of Trauma, Karachi
Performance Security	:	10% of the Contract Value
Language of Bid	:	English
Currency of Bid	:	PKR
Bidding Procedure	:	Single Stage One Envelope Procedure 46(1)
Advance Payment	:	No Advance Payment will be allowed
Period of Completion	:	Current FY- 2020-21
Liquidity Damages	:	0.03% of the bid price per month after the period of Completion up to 10% maximum
Inspection Authority	:	Nominated Inspection Committee

INSTRUCTIONS TO BIDDERS

1. **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage- One Envelope Procedure** as per clause 46(1) Sindh Public Procurement Rules 2010, Amended till date from Manufacturers / Importers / Sole Agents / Distributors for “**Repair & Maintenance of Furniture & Fixture Articles**”, Tender Ref. # : **PROC/SMBBIT/(R&M-FF)/2020-21**.
2. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
3. Bidders should examine carefully the table of content. They should visit and inspect the site at their own expense, responsibility and obtain all necessary information prior to submitting the tender. Any detail/specification missing in the document should be obtained from **Planning & Procurement Department** before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.
4. **Tender Fee** in shape of pay order in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** must be attached; else the offer will be rejected.
5. Bidder will attach **BID SECURITY** (as per amount mentioned under Bidding Data) in shape of pay order issued from any scheduled Bank of Pakistan in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** in the financial proposal.
6. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
7. The Bidder shall indicate on the appropriate Price Schedule (in PKR) the units (where applicable) and total bid price of the goods/services it proposes to supply/execute under the contract.
8. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarification to the bids that do not change substances of the bids.
9. The Procuring Agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The Procuring Agency upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.
10. The quoted rates should include all costs of whatsoever description and expenses necessary for the whole work together with all risks, taxes, liabilities and obligations, specific or implied, in the Tender Documents. Arithmetical errors, if any shall be corrected and Tender price amended accordingly.
11. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.

12. Clarification, revision, addition or deletion, in the tender documents may be made by the authority before the submission and opening of Tender in the form of Addendum/Corrigendum. This will be made only by formal Addendum/ Corrigendum issued by the concerned authority and will become part of the contract documents. Each Addendum shall be signed by the Vendor and returned with other Tender documents.
13. The vendor has to quote only one rate for each work as per tender specifications. Hand written tenders or any over writing, cutting, should be signed.
14. The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
15. The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted, the following;
 - a. incidental costs
 - b. delivery schedule offered in the bid;
 - c. deviations in payment schedule
 - d. the cost of components, mandatory spare parts, and service
 - e. the availability of spare parts and after-sales services for the equipment offered in the bid;
 - f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
 - g. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
16. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
17. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
18. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract in stipulated time if the bid is accepted.
19. **Conditional tender and tender without bid security shall not be considered.**
20. GST / Income Tax Certificate must be accompanied with tender.
21. Bids shall remain valid for a period of 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
22. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.

23. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
24. Bid should be dropped at Planning & Procurement Office, **13th Floor, SMBB Institute of Trauma, Karachi** by mail or by hand in due course of time and the same will be opened at Seminar Hall, 12th Floor, SMBB Institute of Trauma, Karachi.
25. Registration from Sindh Revenue Board is not required in procurement of Goods.
26. All manufactured and other items should be used in the work in accordance with the instructions, specifications in the Tender Document and also in accordance with generally accepted norms of good workmanship.

TERMS & CONDITIONS OF TENDER

- a) SMBB Institute of Trauma, Karachi invites sealed bids on **Single Stage One Envelope Procedure** as per clause 46(1) of SPP Rules 2010 (Amended till date) from Interested Bidders for “**Repair & Maintenance of Furniture & Fixture Articles**”, **Tender Ref. # : PROC/SMBBIT/(R&M-FF)/2020-21.**
- b) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft or Bank Guarantee as per amount mentioned under Bidding Data in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma.**
- c) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- d) Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
- e) The firm will be responsible for “**Repair & Maintenance of Furniture & Fixture Articles**”, **Tender Ref. #: PROC/SMBBIT/(R&M-FF)/2020-21** at consignee address. If repair item needs repair outside the premises of the Institute prior approval from concerned department is mandatory any charges / incident occurring transportation of furniture fixture articles will be bear by the contractor(s). If it fails, the Performance Security will be forfeited.
- f) Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by bidder concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor was false and materially inaccurate or incomplete at any stage.
- g) The Procuring agency reserves the right at the time of contract award to increase or decrease, the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- h) 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, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- i) 20% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
- j) Prices quoted shall remain valid up to 30th June 2021.

- k) No tender will be entertained without Bid Security which will be forfeited to Government Treasury, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.
- l) All manufactured and other items should be used in the work in accordance with the instructions, specifications in the Tender Document and also in accordance with generally accepted norms of good workmanship.
- m) The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts. Failure to sign such Integrity Pact shall make the bidder non-responsive.
- n) **Conditional tender and tender without bid security shall not be considered.**
- o) If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Bidding Data of the delivered price of the delayed Goods or unperformed Services for each week or part there of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in Bidding Data. Once the maximum is reached, the Procuring agency may consider termination of the Contract.
- p) **Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.**
- q) (i) All the applicable taxes i.e. Sindh Sales Tax & Income Tax (withholding) should be inclusive with offer.
(ii) The Government Taxes will be deducted from the bills of the contractors / Suppliers, as imposed by the Government time to time. All the applicable taxes i.e. Sindh Sales Tax & Income Tax (withholding) should be inclusive with offer.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC # _____ (Copy must be attached)

Full Address _____

Rubber Stamp _____

**CRITERIA FOR EVALUATION OF REPAIR & MAINTENANCE OF
FURNITURE & FIXTURE ARTICLES AT SMBB INSTITUTE OF TRAUMA
KARACHI**

CRITERIA FOR EVALUATION OF BID

(Bidders are required to submit following documents in mentioned sequence)

Technical Evaluation Criteria (Mandatory)			
S.#	List of Documents	Yes	No
1.	Compliance of Terms & Conditions, Instructions mentioned in the SBD.(Must submit the entire STANDARD BIDDING DOCUMENTS , duly signed & stamped on each page with Technical Proposal)		
2.	Relevant Experience with documentary proof (Last Three Years) Attach Supply/Purchase Order/Award of Contract/Contract Agreement / Performance Satisfactory Certificate		
3.	Registration with Income Tax – NTN (Attach Valid Certificate)		
4.	Copy of Professional Tax 2020-21 (Attach Valid Certificate)		
5.	Should be registered with Sindh Revenue Board (SRTN Valid Certificate Copy Should be attached).		
6.	Should be registered with Sales Tax Authorities (Attach copy of valid Registration Certificate)		
7.	Recent Bank Certificate / Bank Statement regarding financial soundness of the firm to do business up till PKR 05 Million or more.		
8.	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and litigated by any institute of Federal, Provincial Government or any Department / Agency / Organization / Autonomous body or Private Sector Organization anywhere in Pakistan.(Undertaking should be as attached sample as per Table of Content Point # 11)		
9.	Bidder already providing services at SMBBIT should obtain & attach a satisfactory performance certificate from competent authority of SMBB Institute of Trauma (for the financial year in which the bidder last provided its services).		
10.	Pay order / Bank Draft of Bid security should be attached along with bidding document.		

NOTE:

1. **The offer will not be entertained if the required documents are not found attached.**
2. **Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.**
3. Authorization / Distributors Certificates from Manufacturer. (Where Applicable).
4. Financial proposal must be submitted on company letter head duly signed / stamped/ type in figure and words of the total amount; else the offer would be rejected.

SCHEDULE OF REQUIREMENT/ BILL OF QUANTITIES (B.O.Q) OF
SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF
TRAUMA KARACHI (SMBBIT)

“REPAIR & MAINTENANCE OF FURNITURE & FIXTURE
ARTICLES”

TENDER REFERENCE# PROC/SMBBIT/(R&M-FF)/2020-21

S#	Furniture Name	Model #	Qty.	Scope of Work	Warranty Period	Unit Price	Total Amount
1.	Semi Fowler Bed	104-S	140	Complete Servicing / Repairing / Replacement of Parts (If Any)			
2.	Two Function Electric Bed	THR-ED 200D	25	Complete Servicing / Repairing / Replacement of Parts (If Any)			
3.	Luxurious rise & fall stretcher cart	THR III	26	Complete Servicing / Repairing / Replacement of Parts (If Any)			
4.	Sofa Repairing (Three Seated)	-	15	Complete Servicing / Repairing / Replacement of Parts (If Any)			
5.	Sofa Repairing (Two Seated)	-	35	Complete Servicing / Repairing / Replacement of Parts (If Any)			
6.	Sofa Cushions Repairing	-	35	Complete Servicing / Repairing / Replacement of Parts (If Any)			
7.	Red Revolving Office Chairs	-	60	Complete Servicing / Repairing / Replacement of Parts (If Any)			
8.	Blue Revolving Office Chairs	-	25	Complete Servicing / Repairing / Replacement of Parts (If Any)			
9.	Blue Office Chairs	-	50	Complete Servicing / Repairing / Replacement of Parts (If Any)			
10.	Attendant Stools	-	60	Complete Servicing / Repairing / Replacement of Parts (If Any)			

SPECIAL NOTE:

- 1. All interested bidders must inspect the FURNITURE & FIXTURE ARTICLES at SMBB-IT before submitting the bid. Once bid submitted by bidder, bid will be consider final, no amendment allowed.**
- 2. Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.**

Signature of Manufacturer / Importers / Sole Agent / Contractors: - _____

Name of Firm: - _____

Full Address: - _____

Office No: - _____ Cell No.: - _____

Email Address (if any):- _____

BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Chief Operating Officer,
Shaheed Mohtarma Benazir Bhutto Institute of Trauma,
Karachi – 74200

Dear Sir / Madam,

Having examined the bidding document and amendment thereon we undersigned, offer to provide services to the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated_____

Tender Title:

We undertake to provide services/execute the above project or it part assigned to us in conformity with the said bidding documents for an estimated sum of Rs._____ (Rupees - _____) (total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by SMBBIT or its user organization.

If our bid is accepted, we undertake to;

- 1) Provide services/execute the work according to the time schedule specified in the bid document,
- 2) Obtain the performance guarantee of bank in accordance with bid requirements for the due performance of the contract, and
- 3) Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
- 4) We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

Date:

Bidder's signature
and seal.

CONTRACT AGREEMENT

Tender Title

This Contract Agreement (hereinafter called the Agreement) made on ___ day of _____ Year.

BETWEEN

M/s.

A Contractor, having its office at **Bidder's address**. (Hereinafter mentioned as Contractor), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

SHAHEED MOHTARMA BENAZIR BHUTTO ISTITUTE OF TRAUMA

A department under Government of Sindh, having its office at SMBBIT, Chand Bibi Road, Karachi Sindh, Pakistan hereinafter mentioned as "the Client", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

WHEREAS the Contractor has agreed to render certain services i.e. "**Tender Title**" to SMBBIT Karachi and has necessary know how and staff in the respect.

AND

WHEREAS the Client is desirous of availing the services offered by the contractor for "**Tender Title**" for its premises at the cost of **Rs. _____/-** (The contract amount) as per below mentioned **BOQ**.

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Purchase order(s)/ Letter of Acceptance where applicable.
 - b. The completed Form of Bid along with Schedules to Bid.
 - c. Condition of Contract & Contract Data
 - d. The priced Scheduled of prices
 - e. The specifications

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Price of tender will be Rs: _____/Year;
6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.

This contract will be extendible on the same rates till the allocation of new tender.

Signature of the Contractor

Signature of the Client

(Seal)

(Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with complete address (Scheduled Bank in Pakistan):

Name of Principal (Contractor, Manufacturer, Supplier or any bidder) with complete address:

Penal Sum of Security (express in words and figures):

Letter of Acceptance No. _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the are of the said Principal we, the Guarantor above named, are held and firmly bound unto the Chief Operating Officer (COO), SMBBIT, Karachi (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Condition of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____
(Name, Title, Signature & Seal)

Signature:

2. _____
(Name, Title, Signature & Seal)

Name: _____

Title: _____

AFFIDAVIT

(on Judicial Stamp Paper)

I/We, the undersigned [Name of the Supplier] hereby solemnly declare and undertake that:

1. I/We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
4. The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. I/We have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent for SMBB Institute of Trauma related to this Bid or Award or Contract.
7. I/We are not blacklisted or facing debarment from any institute of Federal, Provincial Government or any Department /Agency/Organization/Autonomous body or Private Sector organization anywhere in Pakistan.
8. That undersigned has not employed any child labor in the organization/unit.
9. I/We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____ **(Copy must be attached)**

For Messrs. [Name of Supplier]

INTEGRITY PACT

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

Contract Number: **NO.**
Contract Value: **Rs.**
Contract Title:

Dated:

M/s. _____ 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, **M/s.** _____ 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, SMBBIT Karachi (PA), except that which has been expressly declared pursuant hereto.

M/s. _____ 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.

M/s. _____ 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, **M/s.** _____ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s.** _____ 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.

M/s.

Chief Operating Officer (C.O.O)