

**“Solarization of Model School at University of
Turbat”**

**Directorate of Planning & Development
University of Turbat**

Instructions to Bidders

General Rules and Directions for the Guidance of Contractors.

1. Tender bids must be submitted electronically through EPADS, any clause in this tender document asking for manual submission must be replaced and read as “through EPADS”.
2. Please attach a copy of Bid Security with the financial proposal through EPADS.
3. Only the Bid Security Pay Order is to be sent in original to the office on/before the last date & time for bid submission through EPADS.
4. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.
5. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
6. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings
7. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract
8. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA (Amended up to date) and PEC rules.
9. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying

out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

10. The envelope containing the tender documents shall refer the name and number of the work.
11. All works shall be measured by standard instruments according to the rules.
12. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
13. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
14. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further
15. Bid without bid security of required amount and prescribed form shall be rejected.
16. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a. In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost
 - b. In case of item rates,. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - c. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(a)	Name of Procuring Agency:	University of Turbat
(b)	Brief Description of Works:	Solarization of Model School at University of Turbat
(c)	Procuring Agency's address:	University of Turbat, Main Campus, M-8 CPEC Road Turbat, Kech, Balochistan, Pakistan
(d)	Estimated Cost:	N/A
(e)	Amount of Bid Security:	2% of Bid Security
(f)	Period of Bid Validity (days):-	90 days
(g)	Limit of Retention Money:	5 % of Work Order Amount
(h)	Percentage, if any, to be deducted from bills, (Retention Money)	10% (Ten percent) of gross amount of work done from each Interim Payment Certificate
(i)	Release of retention money	100% after issuance of maintenance Certificates by the Employer/Consultant on completion of Defect Liability period.
(j)	Deadline, Venue, Time, and Date of Bid Opening:	As notified in NIT
(k)	Time for Completion from written order of commence:	60 Days
(l)	Time of Maintenance/Defect Liability Period	Twelve Months (12)
(m)	Liquidity damages:	0.1% of the contract amount per day for the work remains after due date upto maximum of 10% and after that termination of contract.
(n)	Eligibility	i. Registration with FBR for Income Tax ii. Registration with the BRA and GST iii. Registration with Pakistan Engineering Council in the category C4 or above and must have EE11(i), EE11(vi), EE11(xvii), ME 07(v) CE10). iv. Must have ISO (50001). v. Must have a turnover of 40 Million vi. Affidavit stating that firm is never been blacklisted by any organization.
(o)	(a) Under following conditions bid can be rejected	• Conditional and Offers received after specified date and time and not uploaded on E-PADs. • Bids not accompanied by bid security of the Bid

		price and relevant documents mentioned below) • Blacklisted firms/companies • If bid quoted without government taxes and duties etc. • Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and PPRA and also can be obtained from the directorate of the P&D UoT. • Bid(s) with incomplete bidding documents will straightaway be rejected • Bids that are not signed and stamped on each and every page of the original tender documents shall be rejected.
--	--	--

For any query and clarification about work bidder may contact the Directorate of P&D of this University in working hours.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work

The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

Clause – 2: Liquidated Damages

The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 percent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract

A Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists: -

- i. Contractor fails to execute the work within stipulated time and Contractor causes a breach of any clause of the Contract.
- ii. The progress of any particular portion of the work is unsatisfactory and notice of 14 days has expired.
- iii. In case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- iv. Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 90 days of the date of the submission of the bill.

- B The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit: -
- i. To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above.
 - ii. To finalize the work by measuring the work done by the contractor.
- C. In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have: -
- i. No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii. However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.
 - iii. Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay.

The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date.

The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications.

The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A). Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B). The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates.

In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A). Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the Work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C).In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D).The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E).In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of competent authority of UoT.

(F).Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A). Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in- charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the

works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B). Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C). Uncorrected Defects:

i. In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days' notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

ii. If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

(A). Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B). Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A). No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B). If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks.

The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within four months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures.

The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15: Sub-contracting.

The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes.

All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one

grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance.

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer- in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A). Mobilization advance is not allowed.
- (B). Secured Advance against materials brought at site.
 - i. Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed / utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials or 50% of BOQ item value, whichever is less;
 - ii. Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue.

Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money.

On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry from the date on which the work is completed.

Contractor

BILL OF QUANTITIES

Directorate of Planning and Development University of Turbat

Solarization of Model School at University of Turbat						
Sr No	Item Name	Specification	Qty	Unit	Rate	Total (PKR)
1	Solar Panels	Supply, installation, connection, testing, and commissioning of Solar PV Modules of minimum 615 W each (manufactured in China or equivalent), including all accessories. Modules shall be from a Tier-1 manufacturer such as LONGi, JinkoSolar, JA Solar, Canadian Solar, or equivalent, and shall be N-Type bifacial technology based on TOPCon or HJT cell architecture with Grade-A cells. Each module shall carry a minimum 10-year product warranty and a performance warranty guaranteeing not less than 80% of rated output at the end of 25 years.				
		Right Wing	6	KW		
		Left Wing	6	KW		
2	Inverter	Supply, Install, connect, test and commission of 06 KW on grid Hybrid inverter & accessories. Goodwe or Equivalent, IP65/66 (Three Phase) 5 years Warranty.				
		Right Wing	6	KW		
		Left Wing	6	KW		
3	Solar Structure	Supply, Install, connect, test and commission of solar mounting structure & accessories. GI L2/L3 Roof mounting structures - including civil works.				
		Right Wing	6	KW		

		Left Wing	6	KW		
4	Earth Pit	Supply and installation of earth electrode each comprising 24"x12" thick copper plate buried 13 ft. (4m) deep underground in upright position in a pit and surrounded by mixture of salt The job also includes providing and fixing all accessories such as nuts, bolts, washers, copper conductor earthing lead. The pits should have watering system.	2	No		
5	Lightening Arrestor	Supply and install copper lightening arresters of 1 meter height	1	No		
6	Balance of System	Providing and Fixing DC Cables: 08 mm Dual core Power Cu/PVC Sheath coated.	60	Meters		
		Providing and Fixing AC Cables: 08mm 4 core for Looping 7/44	30	Meters		
		Providing and Fixing Distribution Board: DC /AC SPD's, DC Breakers 2- Pole, Ac Breakers 2- Pole, 1-0-2 Selector & other supporting accessories. Chint / Schneider or equivalent complete in all respect	2	Job		
		Providing and fixing All Solar related accessories including HDPE conduits, U-PVC pipe & Flexible pipe, Lugs, Glands, Cable Trays 18 guage, Cable Ties, Rawal Bolt. MC4 Connectors, Control Cabling Works, steel tagging of each string and communication Cables.	2	Job		
Total Amoiunt (Rs.)						

TOTAL COST OF BID IN WORD-----

**Contractor
Sign and Stamp**

Contract Agreement

THIS AGREEMENT made the ____ day of _____ 2025 between *University of Turbat*. (Hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of _____ UoT, Turbat. has accepted a bid by the Contractor for the -----
----- in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
 - a) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - b) the Bid Form and the Price Schedule submitted by the Bidder;
 - c) the Schedule of Requirements;
 - d) the Technical Specifications.
 - e) the General Conditions of Contract;
 - f) the Special Conditions of Contract; and
 - g) the Procuring agency’s Notification of Award.
2. In consideration of the payments to be made by the Procuring agency to the Contractor as hereinafter mentioned, the Contractor 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
3. The Procuring agency hereby covenants to pay the Contractor for the awarded work mentioned above 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.

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

Signature of Contractor

Signature of Employer

Witness 1

Witness 2

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of _____] 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 Balochistan (GoB or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoB) through any corrupt business practice.

Without limiting the generality of the foregoing, _____
[Name of _____] 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 _____] 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 _____] 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 _____] 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 Name of 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]