



BIDDING DOCUMENT

Supply and Support of Network Equipment

Business Support Services Department

State Bank of Pakistan

August, 2010

Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation for Quotations. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

Section I	Invitation for Quotations
Section II	Instructions for Preparing Quotation
Section III	Specifications
Section IV	Form of Quotation
Section V	Form of Contract Agreement
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract

Section 1



Invitation for Quotations (IFQ)

REF: IFQ. No. BSSD (Pro.Div)/ 885 /(F-1-EDP-Network Equip)-2010

1. The State Bank of Pakistan (SBP) intends to procure **“Networking equipment and Cisco interface cards”** to be delivered at State Bank of Pakistan Karachi for which sealed quotations are invited from Sales and Income Tax registered Authorized Agents of Manufacturers. As per specification mentioned in Section-III.
2. Bidding will be conducted using the National Competitive Bidding procedures specified in the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR-2004 that meet the following minimum qualification criteria:
4. Bidders must be a manufacturer or an authorized agent of the manufacturer of required equipment in Pakistan with a minimum of three (3) years of experience in manufacturing or supplies and services; as applicable Documentary evidence, interalia, Authorized Dealership Certificate, must be provided with the quotation. They should have adequate current assets; at least three (3) times the amount of bid and sale volume of at least Rs.15 million in any of last 5 years. The interested bidder should have verifiable presence/support/branch offices in Karachi.
5. The bidders are requested to give their best prices. The rates quoted must remain valid for a period of ninety days after opening of quotations.
6. The quotation should be accompanied by adequate technical documentation and catalogue (s) and other printed materials or pertinent information for the item quoted,
7. Bidders may submit quotations for one or both Complete Contract Package as below:

PACKAGE-I: Layer 2 Switch (QTY: 02)

PACKAGE-II: Cisco Firewall Interface Cards (QTY: 03)

Evaluation of bids and contract award will be done accordingly. All quotations must be accompanied by a bid security of 2% of the quoted price. Quotations not submitted on prescribed format will be rejected. Late quotations will be rejected.

8. Quotations must be delivered on or before **Wednesday, August 25, 2010 at 11.00 hours**. Quotations will be opened in the presence of bidders' representatives who choose to attend at **11.30 Hours** same day at the Conference Room, Human Resources Department 10th Floor, State Bank of Pakistan, I.I Chundrigar Road Karachi..

Rehan Hyder
Senior Joint Director
(Business Support Services Department)
Procurement Division
State Bank of Pakistan
I.I Chundrigar Road Karachi
Tel :021-32455909 Fax:021-99212517

Section II Instructions for Preparing Quotation

- 1. Scope of Procurement:** Business Support Services Department, as the representative of Purchaser, invites Quotations for procurement of **“Supply and Support of Network Equipment”** as described in the Technical Specifications attached hereto. The successful bidder will be expected to complete the delivery of goods by the Required Completion Date specified in the Technical Datasheet.

- 2. Eligibility to Bid:** Bidders who are Manufacturer and or **Authorized OEM agents** and duly registered with tax authorities may be eligible to participate only if they are also:
 - a) Submit Proof of registration with the Income Tax Department and Sales Tax Department with the quotations. (Failure to enclose these documents would result in rejection of Quotations)

 - b) Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004

 - c) Submit only one Quotation, either individually, or as a partner in a joint venture. All quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

 - d) Enclose attested copy of **Dealership Certificate** for current year.

- 3. Qualification of the Bidder:** To qualify for award of the Contract, a Bidder shall meet the following minimum qualifying criteria:
 - a) Bidders must have **at least two years of experience** in service providing similar to these mentioned above.

 - b) Documentary evidence, inter alia, Authorized Dealership Certificate must be provided with the quotation from the Manufacturer

- 5. Contents of Bidding Documents:** The set of Bidding Documents comprises the Sections listed below:

Section I	Invitation for Quotations
Section II	Instructions for Preparing Quotation
Section III	Specifications
Section IV	Form of Quotation
Section V	Form of Contract Agreement
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract

- 6. Documents Comprising the Quotations:** The Quotations submitted by the Bidder shall comprise the following documents:
 - (i) Form of Quotation (as per sample attached)
 - (ii) Qualification and Experience Information
 - (iii) Copies of taxation documents
 - (iv) Manufacturer’s Authorization (currently valid)

7. Quotation: The Contract shall be for the whole supplies as described in Clause 1 of the Invitation and shall be based on the unit and total price for fixed unit rate contract inclusive of Taxes, duties as applicable. Prices shall be quoted entirely in Pak Rupees. All duties, taxes and other levies payable by the Bidder under the Contract or any other cause, as of the date fifteen (15) calendar days prior to the deadline for the submission of Quotations, shall be included in the rates, prices, and total Bids submitted by the Bidder.

8. Validity of Quotation: The price Quotation shall remain valid for the period of ninety (90) calendar days counted from the date of submission of the quotations specified in Clause 11 below. The Purchaser may request the Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidder's responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Quotation validity in which case he may withdraw his Quotation without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Quotation.

9. Language of the Quotation: All documents relating to the Quotation and contract shall be in the English language.

10. Preparation and Sealing of Quotation: The Bidder shall prepare one original of the documents comprising the Price Quotation as described in Clause 6 above, with the Form of Quotation, and clearly marked "Original". In addition, the Bidder shall also submit one copy, which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Quotation shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Quotation where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Quotation. Sealed Quotation shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for Bids opening as defined in Clause 7 of Invitation for Quotations. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Quotation.

11. Place and Deadline for Submission of Quotation: The Price Quotation shall be delivered to the Purchaser **NO LATER than Wednesday, August 25, 2010 at 11.00 hours. at the address given in Paragraph 7 of the Invitation for Quotations.** Any Quotation received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. Modification and Withdrawal of Quotation: No Quotation shall be modified after the deadline for submission of Quotation specified above in Clause 11. Withdrawal of a Quotation between the deadline for submission of Quotation and the expiration of the validity of the Quotation as specified in Clause 8 above will result in the Bidder being excluded from the list of Bidders for a period of two years.

13. Opening of Quotations: The Purchaser will open the Quotation, including modifications, in the presence of the Bidders' representatives who choose to attend, at the time, date, and in the place specified in Paragraph 7 of the Invitation for Quotations. The Bidders' names, the Quotation (Bid) prices, the total amount of each Quotation (Bid), any discounts, and Quotation modifications and withdrawals will be announced by the Purchaser at the Quotation opening.

14. Process to be Confidential: Information relating to the examination, clarification, evaluation and comparison of Quotation and recommendation for the contract award shall not

be disclosed until the award to the successful Bidder has been announced. Results of the evaluation would be made known in reasonable time.

15. Evaluation and Comparison of Quotations: The Purchaser will award the Contract to the Bidder whose Quotation has been determined to be substantially responsive to the proposal documents and who has offered the lowest evaluated Quotation. In evaluating the Quotation, the Purchaser will determine for each proposal the evaluated Quotation by adjusting the Quotation by making any correction for any arithmetic errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Bidder refuses to accept the correction, his Quotation will be rejected.

Below are the evaluation criteria for both packages:

For Package 1

- Technical 40%
- Financial 60%

For Package II

- Financial 100%

16. Purchaser's Right to Accept Any Quotation and to Reject any or all Quotation: The Purchaser reserves the right to accept or reject any Quotation, and to cancel the process of competition and reject all Quotation, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision.

17. Purchaser's Right to Increase or Decrease Quantities: The Purchaser, reserves the right to increase or decrease quantities of supplies

18. Notification of Award and Signing of Contract: Results of evaluation would be known in a reasonable time, Bidders are instructed not to approach the Purchaser after opening of Quotations until the finalization of award. The Bidder whose Quotation has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Quotation by registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply, installation, and commissioning of the Supplies by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

19. Quotation Submitted without Quotation Form will be rejected.

Section III Specifications

PACKAGE-1 - Layer 2 Switch (QTY: 02)

48 port 100/1000 auto negotiation Automatic media-dependent interface crossover (MDIX)UTP Ports	1
Two 10 Gigabit Fiber Ports for uplinks with 6 LC-SC Fiber Interface cables of 7 meter	2
Minimum 100 Mpps forwarding rate for 64byte packet*	1
Minimum 160Gbps Full Duplex Switching bandwidth*	1
Spanning Tree Protocol(802.1d) and Rapid Spanning Tree Protocol (802.1w) function	1
<ul style="list-style-type: none"> • Layer 2 Threat Defense Mechanism <ul style="list-style-type: none"> • MAC address flooding • DHCP server spoofing • "Man-in-the-middle" attacks using gratuitous ARP • IP host spoofing 	4
Dynamic Trunking IEEE 802.1q functionality	1
IEEE(803.ad) Link Aggregation Protocol Support*	1
IEEE 802.1x and MAC based Security	2
SPAN and RSPAN Support*	2
Support for (802.1P) QoS marking	1
RADIUS and AAA Support*	1
SNMP Version 3 with supply of MIBs*	1
NTP Support	1
Telnet Connection	1
SSH*	1
Web based management Support*	1
One year Warranty with OEM Support Package that should meet SLA of 8 x 5x NBD with a backup replacement provision*	2
*Mandatory	

PACKAGE-2 - Firewall Interface Cards (QTY: 03)

4-Port GE SSM - Four 10/100/1000BASE-T (RJ-45) cards for Cisco ASA 5500 Series

Timeline

Supplies will have to be completed **within 06 weeks** from the date of issue of the Purchase Order to the successful bidder.

Section IV
Form of Quotation

_____ (Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to execute the Contract for "**Network Equipment**" in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____). We propose to complete the Supplies described in the Contract within a period of _____ words and number) _____ calendar days from the Start Date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number _____

Fax Number, if any _____

Price Schedule in Pak. Rupees

Name of Bidder _____ . IFB Number _____. Page of ____

Package – I

Equipment Make & Model	Country of Origin	Qty	Unit cost	Total cost
		2		

Package – II

Equipment Make & Model	Country of Origin	Qty	Unit cost	Total cost
Cisco ASA 5500 Series 4-Port GE SSM - Four 10/100/1000BASE-T (RJ-45)		3		

Section V
Form of Contract Agreement

AGREEMENT

This Agreement, made the _____ day of _____ 2010_____, by and between

(name and address of Purchaser hereinafter called "the Purchaser") and

(name and address of Supplier hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute supplies, of

(name and identification number of Contract hereinafter called "the Supplies")

and the Purchaser has accepted the Quotation submitted by the Supplier for the installation and commissioning of such Supplies *and the remedying of any defects therein over a warranty period of at least one year after supply.*

Now this Agreement witnessed 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 hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Supplies and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the supply, installation and commissioning of the Supplies and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the said

in the presence of :

Binding Signature of Purchaser:_____

Binding Signature of Supplier:_____

Section-VI General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - (a) **The Contract** is the Contract between the Purchaser and the Supplier to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
 - (b) **The Purchaser** means the organization purchasing the Goods, as named in Form of Contract
 - (c) **The Supplier** is a person or corporate body whose Bid to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
 - (d) **The Supplier's Quotation** is the completed document (Invitation for Quotations together with attachments) submitted by the Supplier to the Purchaser.
 - (e) **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - (f) **Days** are calendar days; **months** are calendar months.
 - (g) **A Defect** is any part of the Supplies not completed in accordance with the Contract.
 - (h) **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
 - (i) **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Supplier's expense

2. **Scope.** The Supplier would provide supplies on the basis of supplies listed at Schedule of Requirements at Appendix-I, or any other requirements pursuant to GCC-9 hereto, during the period of the contract.

3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract

4. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC

5. **Performance Security:**
 - 5.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

 - 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

 - 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents

5.4 The performance security will be discharged by the Purchaser and returned 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, unless specified otherwise in SCC.

6. Payments. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

6.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

7. Taxes. The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract

8. Price Adjustment. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC

9. Change Orders

9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) quantities, or specifications;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

10. Amendment. Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

11. Warranty.

11.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may

develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

11.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC

12. Inspections & Tests

12.1 The Purchaser 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 Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, to the inspectors at no charge to the Purchaser.

13. Supplier's Risks. The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.

14. Liquidated Damages. Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Supplies within the period(s) specified in the Contract, the Purchaser 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 SCC of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24

15. Quality of Supplies & Penalties: No variation in quality/substance etc. from approved sample will be allowed. In case of delayed/defective supply or non-supply, a suitable penalty will be imposed or Purchased Order would be cancelled in part or in full. The Purchaser will recover the cost of items with substandard quality i.e. other than original/genuine quality, from Performance Security. The name of such Suppliers may also be posted on website of the Bank for information of all Procuring Agencies

16. Force Majeure: Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

17. Termination.

17.1 Termination for Default. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience .The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective

18. Resolution of Disputes. The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement

Section VII Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1 (i)—The Purchaser's site is: State Bank of Pakistan, Karachi)

2. Applicable Law & Language (GCC Clause 4)

GCC 4- The other legislative requirements are as follows:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

3. Performance Security (GCC Clause 5) N/A

4. Payment (GCC Clause 6)

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

Supplies for Package- I

i. On Supply/Delivery

Fifty percent (50%) shall be paid upon delivery.

ii. On Installation, Integration and Testing:

Fifty percent (50%) percent after two week of installation by the purchaser

Supplies for Package- II

i. **Hundred percent (100%)** shall be paid upon delivery and testing the working.

5. Price Adjustment (GCC Clause 8)

GCC 8—Prices shall be adjusted if following conditions exists:

Change in legislation insofar it directly impacts the prices from the level they existed 15 days prior to the Quotation opening

6. Warranty (GCC Clause 11)

Sample provision

7. Liquidated Damages (GCC Clause 14)

GCC 14—Applicable rate: One-half (0.5) percent per week

Maximum deduction: Ten (10) percent of the Contract Price

Annex C Integrity Pact



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works

_____ [the Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] 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 GoP.