

ISSUED ON: \_\_\_\_\_

ISSUED TO: \_\_\_\_\_



Aror University  
of Art, Architecture,  
Design & Heritage  
Sindh

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**TENDER DOCUMENT**

**FOR**

**PROVISION OF CANTEEN/CAFETERIA SERVICES**

**TENDER NO. NIT/AUS/PC/2023/08**



Aror University  
of Art, Architecture,  
Design & Heritage  
Sindh

**TENDER NOTICE**  
**Tender# NIT/AUS/PC/2023/08**

Sealed bids are invited from Restaurants/Contractors/Caterers/Firms registered with Income Tax and Sales Tax Department having vast experience in respective fields for the following items on **"Single Stage Two Envelope basis"**.

S.NO.	ITEMS
01	PROVISION OF CANTEEN/CAFETERIA SERVICES

Details of specifications and quantity are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order for Rs. 2000/= (Non-refundable) in favor of **The Aror University of Art, Architecture, Design and Heritage**, from the office of the Procurement Officer, on any working day from **June 24, 2023 to July 14, 2023**. The last date for submission of bids is July 14, 2023 up to 03:00pm. The technical bids will be opened on the same day at 03:30pm in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/opened. Bid security is 4 % of total annual rent (Refundable) in shape of bank draft/pay order in the name of **The Aror University of Art, Architecture, Design and Heritage** must be attached with the bid document. The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25 of said Rules and as per PPRA rules.

**PLEASE SEND YOUR QUERIES: ZAHEER ASLAM TAGAR "procurement.officer@aror.edu.pk"**

**Aror University of Art, Architecture, Design & Heritage Sukkur**

RCW Rohri Bypass, Sukkur, Sindh.

Web: www.aror.edu.pk Ph: 071-9311305

## **INSTRUCTIONS TO BIDDER**

### **1. GENERAL**

#### **1.1 Introduction**

The Aror University of Art, Architecture, Design and Heritage intend to hire the services of well reputed Restaurants/Contractors/Caterers/Firms.

#### **1.2 Scope of Work**

1.1.2 Bidder would be hired as per evaluation criteria of this document to provide services. Successful bidder would enter in to a **Framework Contract** as per Rule- 15 (B) of SPPRA Rules (Amended to date).

1.2.2 Bidding shall be conducted under Rules 46 (2) "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended to date). The contract shall be awarded as per evaluation criteria mentioned in this document.

1.2.3 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

#### **1.3 Source of Funds**

13 The Aror University of Art, Architecture, Design and Heritage has allocated funds towards the cost of "**PROVISION OF CANTEEN/CAFETERIA SERVICES**" from its own resources.

### **2. ELIGIBLE BIDDERS**

The bids which meet the following minimum **ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT)** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Documentary Evidence must be attached in respect thereof:**

2.1. Original Tender Purchase Receipt / Pay Order of Tender Fee

2.2 Bidder should have a branch in Sukkur. Office details at Sukkur and all provincial headquarters (if any) with Phone Numbers /Addresses.

2.3 Copy of CNIC of signatory of the Bid Forms.

2.4 Bidder must be available on „**List of Active Tax Payers**“ of **FBR website** (for Income Tax).

2.5 Bidder must be available on „**List of Active Tax Payers**“ **SRB website** (for Sales Tax).

2.6 Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at **Appendix-I**.

### **3. COST OF TENDERING**

- 3.1** The company shall bear all costs associated with the preparation and submission of its documents, while The Aror University of Art, Architecture, Design and Heritage, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **4. CLARIFICATIONS OF TENDERING DOCUMENTS**

- 4.1** A prospective company requiring any clarification(s) may notify to The Aror University of Art, Architecture, Design and Heritage or an Officer authorized on its behalf in writing. The The Aror University of Art, Architecture, Design and Heritage or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 working days** or more to the deadline set for the submission of bids. Copies of The Aror University of Art, Architecture, Design and Heritage response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

### **5. AMENDMENT OF TENDER DOCUMENT**

- 5.1** At any time prior to the deadline for submission of bids, the The Aror University of Art, Architecture, Design and Heritage may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the tender document by issuing corrigendum / addendum.
- 5.2** Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the The Aror University of Art, Architecture, Design and Heritage may at its discretion extend the deadline for submission of bids.

### **6. LANGUAGE OF DOCUMENTS**

- 6.1** Bid Documents and related correspondence will always be in the English language.
- 6.2** The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3** All the relevant technical literature in English Language should be attached with the bid.

### **7. BID PRICE**

- 7.1** Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure-F**.
- 7.2.** The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3** The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 7.4** If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or

reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.

- 7.5 The price / bid offer shall be entered against each personnel / material / equipment/services for the whole duration of contract period.
- 7.6 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

## **8. BID SECURITY / EARNEST MONEY**

- 8.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of Call Deposit or Pay Order or Demand Draft or a Bank Guarantee in favor of The Aror University of Art, Architecture, Design and Heritage issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 8.2 Any bid not accompanied by an acceptable bid security shall be rejected by the The Aror University of Art, Architecture, Design and Heritage as non-responsive.
- 8.3 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 8.4 The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement.
- 8.5 **The bid security / earnest money may be forfeited / confiscated:**
- i. If a bidder withdraws his bid during the period of bid validity.
  - ii. If the bidder does not accept the correction of his bid price.
  - iii. In the case of a successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
  - iv. If the bidder fails to provide the requisite services.
  - v. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

## **9. VALIDITY OF BIDS**

- 9.1 All bids shall remain valid for **90 (ninety) days** from the date of opening of bids.

## **10. CLARIFICATIONS / CORRECTIONS OF BID**

- 10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

**10.2** Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
- ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## **11. RESPONSIVENESS OF BIDS**

- 11.1** The valid bid security / earnest money is submitted (**Copy of the requisite Bid Security without showing the rates must be attached with the Technical Bid**).
- 11.2** The bid is valid till required period.
- 11.3** The bidder had quoted all the items / services exhibited at **Annexure-C & F (Schedule of Requirement / BoQ)**.
- 11.4** The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 11.5** Compliance to all terms and conditions of tender document on specified formats.
- 11.6** The bidder is eligible for tendering and possesses the requisite experience.
- 11.7** The bid does not deviate from basic requirements.
- 11.8** The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
- 11.9** The bid is generally in order.

## **12. SUBMISSION OF BIDS**

12. Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage – Two Envelope Procedure.
  - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
  - (b) Envelopes shall be marked as “**FINANCIAL PROPOSAL**” and **TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
  - (c) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;
  - (d) Envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened;

- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
  - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
  - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and
  - (h) Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
- 12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 12.3 Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
- i. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - ii. bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
  - iii. Opened or e-mailed or faxed or telexed bids will not be accepted.
  - iv. Any bid received by the The Aror University of Art, Architecture, Design and Heritage after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
  - v. Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
  - vi. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
  - vii. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
  - viii. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

### **13. DEADLINE FOR SUBMISSION OF BID**

- 13.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

### **14. OPENING OF BID**

- 14.1 Procurement Committee will publicly open the Sealed Technical Bids first at the date, time and place given in the NIT in the presence of bidder's representatives who choose to be present, while the Financial Bids of all prospective bidders would be kept in safe custody at The Aror University of Art, Architecture, Design and Heritage. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.
- 14.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The Aror University of Art, Architecture, Design and Heritage reserves the right to reject any one or all bids / proposals or scrap /cancel the tender as per relevant SPPRA Rules 2010 (Amended to date).

### **15. EVALUATION OF BIDS**

- 15.1 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 2 and Responsiveness of Bid according to Clause 11 shall not be eligible for further Technical Evaluation.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive submitted by an eligible bidder.
- 15.3 The bids shall be evaluated on complete package basis (all groups basis). The bids for partial / limited items / limited groups shall not be considered and rejected.
- 15.4 It will be examined in detail whether the canteen/cafeteria services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection (if required).
- 15.5 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no deviation / stipulation shall be taken by the company.
- 15.6 Technically qualified / successful bidder(s) / Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.7 The Price evaluation will include all duties, taxes (Federal/Provincial/Local) and



expenses etc. In case of any exemption of duties and taxes made by the Government (Federal/Provincial/Local), the contractor shall be bound to adjust the same in the Financial Proposal. The benefit of exemption from or reduction in the SST / GST / Income Tax during the contract period shall be passed on to The Aror University of Art, Architecture, Design and Heritage.

- 15.8 The Aror University of Art, Architecture, Design and Heritage shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.
- 15.9 Bidder shall be bound to produce the original documents for verification on the request of The Aror University of Art, Architecture, Design and Heritage. If bidder failed to produce the original documents within the prescribed time schedule their Bid will be rejected.

## 16. BID EVALUATION CRITERIA

- 16.1 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 16.2 Bidders achieving minimum **70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

### TECHNICAL EVALUATION CRITERIA

S.No	Qualification Criteria	Total Marks	Marks Obtained
01	Active Income Tax payer in FBR	10	
02	Active Tax payer in SRB	5	
03	Similar work experience with other Universities/MNCs Each Org. 04 marks, Max.20 marks	20	
04	License from Sindh Food Control Authority	15	
05	Personal capabilities/ Staff Organization Chart showing Name, CNIC & Cell Numbers of the Employees.	5	
06	Financial Soundness of Firm / Company; annual turnover more than 5M, Income tax returns supported with copies of CPR & Audited reports for last 3 years. 05 marks for each year	15	
07	SECP registration certificate	10	
08	Feedback from Previous/Existing Organization Each Feedback 02 Marks, Max 10 Marks	10	
09	Undertaking of not Blacklisted on PKR 100 Stamp Paper	10	
	<b>Total Marks</b>	<b>100</b>	

Note: Please attach documentary evidence in support of your claims in technical proposal.

**FINANCIAL EVALUATION CRITERIA:** Bidder who offers highest annual rent and the most responsive bid will be accepted.

## **17. REJECTION / ACCEPTANCE OF BID**

- 17.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
- 17.2 The bid shall be rejected if:
- i. it is substantially non-responsive in a manner prescribed in this tender document; or
  - ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
  - iii. bidder has conflict of interest with The Aror University of Art, Architecture, Design and Heritage; or
  - iv. bidder engages in corrupt or fraudulent practices in competing for Contract award; or
  - v. bidder tries to influence the bid evaluation / Contract award; or
  - vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - vii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
  - viii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - ix. any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended to date). In case; or
  - x. qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly; or
  - xi. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
  - xii. bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2); or
  - xiii. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ; or
  - xiv. bid submitted with shorter bid validity period; or
  - xv. bidder fails to meet the minimum evaluation criteria requirements; or
  - xvi. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
  - xvii. bidder refuses to accept the corrected Total Bid Amount / Price; or
  - xviii. the Bidder has been blacklisted by any public or private sector organization; or
  - xix. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
  - xx. rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

## **18. PROCESS TO BE CONFIDENTIAL**

- 18.1 No company shall contact The Aror University of Art, Architecture, Design and Heritage on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 18.2 Any effort by a bidder to influence The Aror University of Art, Architecture, Design and Heritage in the evaluation, comparison or selection decision may result in the rejection of its bid.

## **19. COMPLIANCE CERTIFICATE**

- 19.1 The company should agree with the terms and conditions as mentioned in **Annexure – B**.

## **20. AWARD CRITERIA**

- 20.1 Subject to Clause 21, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

## **21. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 21.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

## **22. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**

- 22.1 The Procuring agency reserves the right to increase and/or decrease the quantity and/or drop the any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

## **23. REQUIREMENT / FORMAT OF BID**

- 23.1 All bidders shall quote their firm and final rates including all the taxes, duties, levies etc. on the format given at **Annexure – F** and attach the requisite Bid Security / Earnest Money in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

## **24. ALTERNATIVE BIDS**

24.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

## **25. NOTIFICATION OF AWARD OF CONTRACT**

25.1 Prior to expiration of the bid validity period or extended bid validity period, The Aror University of Art, Architecture, Design and Heritage will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by email. The notification of award will constitute the formation of the contract.

## **26. PERIOD OF CONTRACT**

26.1 The contract will be awarded initially for one year. If required, the contract may be extended for further period on mutually agreed terms.

## **27. CONTRACT AGREEMENT**

27.1 Subject to the fulfillment of all codal formalities, the The Aror University of Art, Architecture, Design and Heritage will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. The Aror University of Art, Architecture, Design and Heritage and Bidder will sign the Contract Agreement on the stamp paper.

27.2 The Aror University of Art, Architecture, Design and Heritage reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit / Performance Bond and any amount due to the Contractor/Agency. The Contractor / Agency shall reproduce draft contract agreement provided by The Aror University of Art, Architecture, Design and Heritage on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates.

27.3 The Contractor / Agency shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the The Aror University of Art, Architecture, Design and Heritage for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the The Aror University of Art, Architecture, Design and Heritage.

27.4 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the The Aror University of Art, Architecture, Design and Heritage.

## **28. PERFORMANCE SECURITY**

28.1 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favor of The Aror University of Art, Architecture, Design and Heritage issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.

## **282 FORFEITURE OF PERFORMANCE SECURITY**

- (a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- (b) In that event, acquiring of the said services may be taken from the next lowest bidder vide the same Work Order at contractors' risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- (c) If any equipment / instrument or property of The Aror University of Art, Architecture, Design and Heritage is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

283 Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

## **29. CANCELTION OF CONTRACT**

29.1 If the successful bidder fails to provide the satisfactory services, the The Aror University of Art, Architecture, Design and Heritage shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Aror University of Art, Architecture, Design and Heritage shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

## **30. TERMINATION FOR DEFAULT**

30.1 The Aror University of Art, Architecture, Design and Heritage without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the The Aror University of Art, Architecture, Design and Heritage; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of The Aror University of Art, Architecture, Design and Heritage has engaged in corruptor fraudulent practices in competing for or in executing the Contract.  
12 For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders

(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

### **31. FORCE MAJEURE**

- 31.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of The Aror University of Art, Architecture, Design and Heritage in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the contractor shall promptly notify The Aror University of Art, Architecture, Design and Heritage in writing of such condition and the cause thereof. Unless otherwise directed by The Aror University of Art, Architecture, Design and Heritage in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **32. TERMINATION FOR INSOLVENCY**

- 32.1 The Aror University of Art, Architecture, Design and Heritage may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the The Aror University of Art, Architecture, Design and Heritage.

### **33. TERMINATION FOR CONVENIENCE**

- 33.1 The Aror University of Art, Architecture, Design and Heritage, by written notice sent to the Contractor, 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 The Aror University of Art, Architecture, Design and Heritage’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

### **34. RESOLUTION OF DISPUTES**

- 34.1 In the case of a dispute between the The Aror University of Art, Architecture, Design and Heritage and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended to date).

### **35. GOVERNING LANGUAGE**

- 35.1 The Contract shall be written in the ENGLISH language All correspondence

and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

### **36 APPLICABLE LAW**

36.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Sukkur - Pakistan shall have exclusive jurisdiction.

## BID DATA SHEET

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>ITB 1.1</b>	<b>Name and address of Procuring Agency:</b> The Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh
<b>ITB 1.2</b>	<b>Name of Contract:</b> PROVISION OF CANTEEN/CAFETERIA SERVICES
<b>ITB 4.1</b>	<b>Postal Address:</b> The Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh Phone: 071-9311305 Email: procurement.officer@aroruniversitiesindh.edu.pk
<b>ITB 6.1</b>	Language of the bid shall be ENGLISH.
<b>ITB 7.1</b>	The price quoted shall be in <b>Pakistani Rupee</b>
<b>ITB 7.2</b>	The price shall be fixed during the contract period.
<b>ITB 8.1</b>	Amount of bid security <b>should be 4% of the total annual rent/bid price of one year (12 months).</b>
<b>ITB 9.1</b>	Bid validity period shall be <b>90 days</b>
<b>ITB 13.1</b>	<b>Deadline for bid submission:</b> As notified in the NIT.
<b>ITB 14.1</b>	<b>Date, Time and Place of Bid opening</b> <i>03:30pm, 14-07-2023, Conference Room at Aror University of Art, Architecture, Design &amp; Heritage Sindh.</i>
<b>ITB 28.1</b>	Amount of Performance Security <b>shall be 10% of the total annual rent/contract value of one year (12 months).</b>
<b>ITB 28.2</b>	<b>Eligibility Criteria</b>
	<ul style="list-style-type: none"> <li>• Original Tender Purchase Receipt / Pay Order of Tender Fee</li> <li>• Bidder should have a branch in Sukkur. Office details at Sukkur and all provincial headquarters (if any) with Phone Numbers /Addresses.</li> <li>• Copy of CNIC of signatory of the Bid Forms.</li> <li>• Bidder must be available on „List of Active Tax Payers“ of FBR website (for Income Tax).</li> <li>• Bidder must be available on „List of Active Tax Payers“ SRB website (for Sales Tax).</li> <li>• Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at Appendix-I.</li> </ul>





## ANNEXURE-B

### **TERMS & CONDITIONS OF CONTRACT FOR PROVISION OF CANTEEN/CAFETERIA SERVICES AT THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE**

1. The agreement shall be valid initially for a period of one year from the date of agreement and if required, the contract may be extended for further period on mutually agreed terms.
2. The price list as attached herewith (Annexure-C) will be made an attachment to this agreement and will be valid for one year but can be reviewed during the period of this agreement only once after six months with mutual discussions except cold drinks and other standard packaged items supplied in canteen. Prices of these articles will be revised whenever manufacturers revise them. The contractor will supply only such items specifically approved by the management. However, more items can be included in the menu with prior approval of the Management.
3. The contractor will be responsible for providing all food items mentioned in Annexure-C. For any additional items, which the contractor intends to supply, the weight/quantity of such items should be specified while quoting the proposed sale price of such item.
4. The contractor will also supply food & services in our miscellaneous events wherein large numbers of local and foreign delegates are participating, if required at any time.
5. Following facilities will be provided free of cost by the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE and contractor will be responsible for proper handling and safe custody. Repair and maintenance of the below equipment will be carried out by the Contractor at his own cost. Contractor will not claim any reimbursement of expenses on this account.
  - ✓ Furniture
    - Chairs
    - Tables
6. Following essential equipment / items will be arranged by the CONTRACTOR at his own cost and contractor will be responsible for proper handling and safe custody. Repair and maintenance of the below equipment / items will be carried out by the Contractor. Contractor will not claim any reimbursement of expenses on this account from university.
  - ✓ Modern Kitchen, (approx. 21/12 sq. ft.) has following:
    - One (01) Hot Basin Marie
    - One (01) Cashier Cabinet
    - Two (02) Tray Collection Trolleys

- One (01) Base Cabinet
  - One (01) Wall Shelf
  - One (01) Dumping Table
  - One (01) Soiled Table
  - One (01) Sink Unit
  - One (01) Working Table
  - One (01) Storage Rack
  - One (01) Serving Table
  - One (01) Deep Fat Fryer
  - One (01) Hot Plate
7. In case of any food poisoning / Contamination the contractor will be held fully responsible, and he will bear all the expenses caused due to food poisoning/Contamination.
  8. The Contractor will employ adequate number of staff (should be of 18 years & above age to avoid / discourage child labor) to maintain efficiency to standard desired by THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE.
  9. All persons engaged by the contractor shall be the Contractor's own employees and they will claim no privileges from THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE. The Contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behavior.
  10. The Contractor will get all his workers medically examined from approved Registered Medical Practitioner recognized by the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE, to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform wearing name plates. The Contractor will also ensure that neat and clean uniforms are provided to his staff.
  11. The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures, and fittings, etc. in the kitchen as well as the canteen hall. The organization will not provide any cleaning materials/dusters, etc. for the same.
  12. Very high standards of hygiene and cleanliness shall be observed in the running of the kitchen, the Canteen Hall and connected services by the Contractor and workers engaged by Contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.
  13. The Canteen shall be opened for catering during office hours on all working days. The working hours presently are from 08:00 am to 06:00 pm. The Canteen will also

function on 5 days a week. In case the Canteen is to be opened on holidays / weekends and kept open beyond office hours, the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE has the option to direct the Contractor to do so and permission to do so would be specific.

14. THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to faculty, officers, staff, and students in their personal capacity, which will be wholly to the risk of the Contractor.
15. (a) The Cafeteria shall be for the use of the students & employees of the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE and their guests and any other persons allowed by the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE. The Contractor shall be responsible for the quality of the eatables supplied and for the service. Only the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE students, officers and staff shall be entitled to eat in the Cafeteria hall the food and refreshment items brought by them from outside. No outsider will be served without the permission of THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE.  
  
(b) Room service will be required to be always done by the Contractor to all points in the office and in meeting rooms from 9:00 to 18:30 hrs, however there will be no room service during lunch hours (including lunch).  
  
(c) The Contractor will not take out of THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE premises any articles or stores without a Gate-Pass to be issued by the University.
16. In the event of failure, to supply the approved items without notice by the Contractor, the same will be arranged by the Organization at the Contractor's risk and cost.
17. The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE.
18. The Contractor will have to furnish the statement showing the names and wages of all the employees engaged for THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE Canteen. Any addition/deletion must be communicated to THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE.
19. Any, of the Contractor's employees proceeding on leave shall immediately be replaced by the Contractor so as to maintain satisfactory level of service at all time.
20. THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND

HERITAGE shall have the right to search the Contractor's employees at any time while going out of the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE premises and there shall be no grievance expressed/felt on this account either by Contractor or his employees. The Contractor will issue ID Cards to the Contractor's workers in the format approved by THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE.

21. THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE nominees reserve the right to take samples of the edibles/ raw material from the canteen for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by authorized person/persons in the manner.
22. University Food Committee will be nominated by THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE to inspect and oversee functioning of Canteen with a view to ensure hygiene and sufficient service in the canteen. In case there are repeated failures or lacuna noticed by the Committee due to failure of Contractor, the Secretary / Chairman of the Canteen Committee can impose a fine up to Rs. 5,000/- at one time to be recoverable from bills due to the Contractor.
23. The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.
24. The Contractor will deposit with THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE a sum of Rs. 50,000 (Rupees fifty thousand only) as security deposit towards security against any other loss, tear and acts of outside criminal interference, or material causes and riots etc. THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE will recover it from the security of Rs. 50,000 in part, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Contractor on completion of Contract. The security deposit will bear no interest.
25.
  - (a) The Contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody or reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.
  - (b) The Contractor shall be responsible for all damages or losses to THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by and an act of God.
  - (c) THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE will not be in any way responsible for any loss or damages

accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises including kitchen and other rooms.

26. For termination of this agreement **one month's notice will be required from either side** in writing. The Contractor shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided, from time to time and the decision of the university. THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE, shall be final and binding upon the Contractor. The Contractor shall be free to remove without any damage to the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE property like furniture, fittings, crockery, cutlery, utensils, and other articles that might have been brought by the Contractor.
27. The Contractor shall keep in a conspicuous place in the cafeteria the approved rate list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE. The contractor shall inform THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him from time to time.
28. In case of any dispute the matter shall be referred to the Registrar, THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE, and his decision will be final and binding on the Contractor.
29. The Contractor has a bare permission only to run a canteen in the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE premises during the contract period and nothing contained in this document shall be construed as demise in law of the said THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE premises or any part thereof and shall not give any legal title or interest to the Contractor.
30. The Canteen Contractor will bring all crockery/utensils for the purpose of making, serving.
31. Working experience in catering or running of canteen in reputed organizations/ Academic institutions at least of 2 years or more
32. Contractor will present List of offices or organization where the canteen had been running or presently running.
33. The earnest money of **4% of total annual rent offered** (Refundable) should be submitted along with the tender in the form of Bank Draft in the name of the THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE.
34. The electricity, gas charges will be paid as per actual, separate sub-meters installed at

Canteen by the Contractor within due dates.

35. The Monthly Rent / Charges must be deposited, with THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE on the date approved by the Competent Authority in the Contract, by the Contractor
36. The Contractor will be responsible to clear monthly Utilities against the installed SEPCO Sub-Meter and the Tap Water charges to be used in Canteen.

**(Signature of Contractor)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact No.** \_\_\_\_\_

## ANNEXURE-C

### PRICE LIST OF AROR UNIVERSITY CAFETERIA ITEMS

S.No	Name of Item	Unit	Rate to be Charged (Rs.)
1	Lunch 1. Chicken Biryani ( _____ grams) 2. Mutton Biryani ( __ grams) 3. Vegetable Biryani ( __ grams)	Per Plate	
2	Special Lunch 1. Chicken Qorma ( _____ grams) 2. Mutton Qorma ( __ grams) Chicken Karhai ( _____ grams) Mutton Karhai ( _____ grams)	Per plate	
3	Seasonal Vegetable (150 ml)	Per Plate	
4	Special Vegetable (150 ml)	Per Plate	
5	Chholey (150 ml) Dal (150 ml) Karhi (150 ml) Curd (150 ml) Raita (150 ml)	Per Plate	
6	Dal-Rice (150 ml+150 ml) Mutton Palav (150 grams)	Per Plate	
7	Expresso Coffee Tea Vending Machine Tea Bag Tea Coffee (Vending Machine)	150 ml	
8	Cold Drinks of different Varieties	As per market Price	
9	Biscuit sweets/salted of different varieties	As per market Price	
10	Green Salad	Per Plate	
11	Sweet dish Custard (150 ml)	Per Plate	
12	Ice Cream	As per market Price	
13	Chapati Nan Paratha Puri	Per Piece	



14	<b>Snacks</b> of Good quality in the Morning/Evening Samosa Pakora Chicken Roll Chicken Sandwich Chicken Burger Vegetable Roll Vegetable Sandwich Vegetable Roll	Per Piece	
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**DECLARATION OF ANNUAL TURNOVER  
AND INCOME TAX RETURN**  
(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Re: Tender NIT/AUS/PC/2023/08\_\_\_\_, Dated \_\_\_\_\_ 2023, for  
“PROVISION OF CANTEEN/CAFETERIA SERVICES”.

I/we hereby declare that, our firm's Annual Turnover is as follow:

<b>F. Y. 2020 – 21</b>	<b>F. Y. 2021 – 22</b>	<b>F. Y. 2022 – 23</b>
PKR_____(Million)	PKR_____(Million)	PKR_____(Million)

And

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e., 2020-21 & 2021-22 & 2022-23. Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

**Authorized Signature [In full and initials]:**

**Name and Title of Authorized Signatory:**

**Name of Bidder:**

**Stamp / Seal:**

**VALID LIST OF CLIENTS DETAIL**

(On Bidder / Company / firm's Letterhead)

*[Location, Date]**To: [Name and address of Employer]***Re: Tender NIT/AUS/PC/2023/08\_\_\_\_, Dated \_\_\_\_\_ 2023, for “PROVISION OF CANTEEN/CAFETERIA SERVICES”.***Dear Sir,*

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last five (05) years**, supported by copy of agreements / contracts / work orders for your reference:

<b>S#</b>	<b>Client Name / End User</b>	<b>Nature of Client (Govt./ Semi Govt./ Bank /Embassy/ Private Sector)</b>	<b>Starting Date</b>	<b>Completion Date</b>	<b>Total contract/ Project value (PKR)</b>	<b>Status (Ongoing / Completed)</b>

Yours faithfully,

*Authorized Signature [In full and initials]:**Name and Title of Authorized Signatory:**Name of Bidder:**Stamp / Seal:*

**ANNEXURE-F**

**BILL OF QUANTITIES**

**THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE  
PROVISION OF CANTEEN/CAFETERIA SERVICES**

<b>RENT OFFERED BY CONTRACTOR</b>	<b>AMOUNT (RS.)</b>
ANNUAL RENT OFFERED	
MONTHLY RENT OFFERED	

**ANNUAL RENT OFFERED (IN WORDS)**

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**Contractor**

**Procurement Officer**

**A F F I D A V I T**  
**(Must be Printed on Rs. 100/- Stamp Paper)**

We, M/s. \_\_\_\_\_ hereby undertake that:

- i. Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii. Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii. We have submitted the correct and complete information along with our bid/offer.
- iv. If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, The Aror University of Art, Architecture, Design and Heritage has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

M/s. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Agency Seal:

**ATTESTED BY NOTARY PUBLIC**

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;  
PAYABLE BY CONTRACTORS.**

Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Contract Title: PROVISION OF CANTEEN/CAFETERIA SERVICES, AT AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SUKKUR.**

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, *[name of 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

*[name of Contractor]* accepts full responsibility and strict liability 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 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 rights 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/ Consultant]* 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 Contractor]* 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.

.....  
**Deputy Director (Procurement)**

.....  
**(Contractor)**