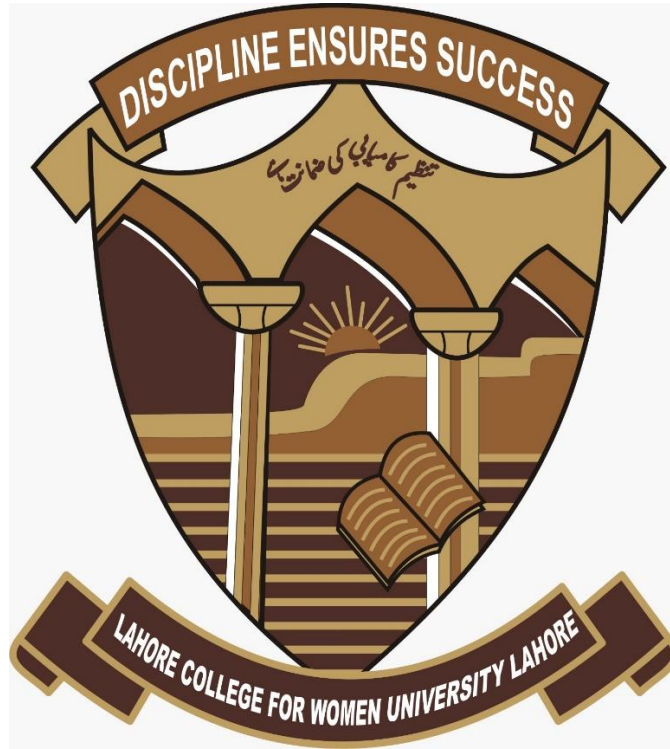


LAHORE COLLEGE FOR WOMEN UNIVERSITY LAHORE

DOCUMENTS FOR THE AUCTION OF MAIN CANTEEN AND INTER CAFETERIA



PUBLIC AUCTION NOTICE FOR MAIN CANTEEN AND INTER CAFETERIA

Lahore College for Women University, Lahore invites applications from interested individuals, firms, or companies, duly registered with the relevant authorities, to participate in the open public auction for the operation of its **Main Canteen and Inter Cafeteria** for a period of three (03) years, subject to annual evaluation of performance and continuation of the contract on the basis of satisfactory performance and approval of the Competent Authority, with an annual increase of 10% in the bid amount, as per the details given below:

Sr. No.	Details of Main Canteen and Inter Cafeteria, Location	Last Date for Submission of Bids	Open Day for Interested Bidders	Announcement of Eligibility Results	Last Date for Submission of Grievances	Date, Time & Venue of Auction
1.	Main Canteen & Inter Cafeteria (including Main Canteen, Tuck Shop, Fruit Shop, New Student Service Centre, Faculty Cafeteria near Examination Branch), Main Campus, Lahore College for Women University, Jail Road, Lahore	04-09-2026	24-08-2026 from 10:00 a.m. to 4:00 p.m.	07-09-2026	08-09-2026	09-09-2026 at 11:00 a.m. Venue: Committee Room, LCWU

- Other Expenses like Water Charges Sui Gas Charges, Electricity Charges (as per meter reading/Consumption), Auction tax, Stamp duty & other taxes will be charged as mentioned in the bidding documents.
- The detailed terms and conditions / auction document may be obtained from the **Purchase Office, Lahore College for Women University, Lahore**, during office hours or downloaded from the official website of the University (<http://www.lcwu.edu.pk>) after publication of this advertisement.
- After publication of this advertisement, any individual, firm, or company intending to participate in the auction shall submit the required documents, along with prescribed bid security, in hard form to the **Purchase Office, Lahore College for Women University, Lahore**, within the stipulated deadline, in accordance with the eligibility criteria provided in the bidding document. The submitted applications/documents shall be scrutinized by the Scrutiny Committee, and only those applicants declared **eligible** shall be allowed to participate in the auction proceedings.
- The reserve price for Main Canteen and Inter Cafeteria shall be for the first year as specified below, with applicable annual increase for subsequent years:

Sr. No.	Details of Main Canteen and Inter Cafeteria	Total Reserve Price (Exclusive of all applicable taxes)	Bid Security
1.	As above	Rs.12,000,000/- per annum (Rs.1,000,000/- per month)	Rs. 360,000/-

- The auction shall commence from the advertised reserve price, and subsequently the offers received must be greater than the previous offer (1% of reserve price + last offer).
- The auction shall be conducted openly in the presence of the Auction Committee. The highest bid offered during the auction proceedings shall be considered for acceptance, subject to approval of the Competent Authority and completion of all codal formalities. The proceedings of the Auction Committee shall be governed in accordance with applicable rules and administrative procedures.
- The interested applicants shall furnish above-mentioned earnest money / bid security in the shape of Bank Draft / Bank Guarantee / Call Deposit Receipt (CDR) / Demand Draft (DD) / Pay Order (PO), issued by any scheduled bank in Pakistan, in favor of the **Vice Chancellor, Lahore College for Women University, Lahore**, and submit the same in original to the **Purchase Office** before the deadline for submission of applications.
- The bidders are encouraged to engage an appropriate proportion of female staff in service delivery, as determined by the University.
- Failure to submit the prescribed earnest money / bid security within the stipulated time shall render the applicant ineligible for participation in the auction. The earnest money / bid security of unsuccessful bidders shall be refunded, while that of the successful bidder shall be adjusted or retained as per terms of the contract.
- In case the closing date of submission of applications or the date of auction falls on a public holiday or non-working day, the next working day shall be considered as the closing date accordingly.
- The successful bidder shall ensure that all staff strictly adhere to the University's code of conduct, discipline, and security protocols. Any misconduct shall render the contractor liable to action under the terms of the agreement.

Note: The University reserves the right to accept or reject any or all applications/bids, or to annul the auction process at any stage without assigning any reason, in accordance with applicable rules.

Women entrepreneurs are strongly encouraged to participate in the auction process. However, all eligible bidders may apply in accordance with the prescribed terms and conditions.

CONVENER

CANTEEN AND COMMERCIAL MANAGEMENT COMMITTEE
LAHORE COLLEGE FOR WOMEN UNIVERSITY, JAIL ROAD, LAHORE

TERMS & CONDITIONS & INSTRUCTIONS FOR BIDDERS

Note: In case of any conflict between provisions of this auction document and any applicable Government policy/rules, the latter shall prevail.

- i. The Applicant shall be a legally registered entity, i.e., sole proprietor, firm, or company, having the formal intent to enter into an agreement.
- ii. The Applicant must be an active taxpayer registered with Punjab Revenue Authority (PRA) and Federal Board of Revenue (FBR), where applicable.
- iii. The Applicant must submit the Copy of Punjab Food Authority License.
- iv. The applicant who are barred, blacklisted, or disqualified by any Government, Semi-Government, Public Sector Organization, Department, Agency, or Authority, or if, during the last five (05) years, has failed to execute the agreement after award or has abandoned the contract or has any outstanding recoverable dues or unresolved contractual liabilities with LCWU, are not eligible to apply. The applicant shall submit an affidavit on stamp paper affirming that none of the above disqualifications are applicable.
- v. Interested individuals / firms / companies shall submit all required documents along with prescribed bid security in hard form to the **Purchase Office, Lahore College for Women University, Lahore** in sealed envelopes, within the stipulated deadline mentioned in the advertisement.
- vi. The Applicant shall provide all relevant documents to substantiate eligibility. Incomplete or incorrect submissions shall be rejected.
- vii. No amendments in the submitted application shall be permitted after the closing date and time.
- viii. The Scrutiny Committee shall scrutinize the submitted documents and evaluate eligibility of applicants and only those individuals / firms / companies declared eligible by the Committee shall be allowed to participate in the auction proceedings.
- ix. The applicants shall be declared **Eligible or Ineligible**, and the result shall be notified by the University on official website of the University.
- x. Applicants may visit the University premises to assess the canteen/cafeteria locations and related facilities before submission of applications.
- xi. Participation in the auction shall be subject to deposit of prescribed bid security and fulfillment of all eligibility requirements.
- xii. Any clarification regarding the auction document may be sought in writing from the **Purchase Office, Lahore College for Women University, Lahore**, at least **07 days prior** to the submission deadline.
- xiii. Any applicant aggrieved by the decision of the Committee may submit a written grievance within the prescribed time. The University shall address such grievances, and the decision thereof shall be final. Mere submission of a grievance shall not warrant suspension or delay of the auction proceedings.
- xiv. The Canteen & Commercial Management Committee shall have the right to inspect the facilities, hygiene standards, and quality of food items at any stage, including during the contract period, to ensure compliance with prescribed standards.
- xv. The auction shall be conducted at the date, time, and venue as specified in the advertisement.
- xvi. The bidding shall commence from the reserve price and each subsequent bid shall be higher than the previous bid.
- xvii. The contract shall be awarded to the highest bidder, subject to approval of the competent authority and reasonability of the offered price.
- xviii. The offered bid amount shall be exclusive of all applicable taxes, duties, and levies, which shall be payable by the successful bidder as per Government rules.
- xix. The bidder offering the highest bid shall be declared successful and shall be issued a **Letter of Award**, subject to fulfillment of all codal formalities and terms & conditions of the auction document.
- xx. The Applicant must undertake on Stamp Paper of PKR 100 regarding the declarations attached in this document as (Annexure- A).
- xxi. **Amendment of Auction Document:** At any time prior to the deadline for submission of applications, Lahore College for Women University, Lahore may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective applicant, modify the auction document by issuing an amendment.

- xxii. In order to allow prospective applicants reasonable time to take any amendment into account, the University may, at its discretion, extend the deadline for submission of applications and/or the date of auction by issuing an addendum/corrigendum.
- xxiii. Where any change becomes essential in the process, such change shall be made in a manner similar to that of the original advertisement. Accordingly, any addendum/corrigendum so issued shall form an integral part of the auction document and shall be communicated through the same channels as the original advertisement, including publication on the University's official website and display at the Purchase Office notice board.

POST AWARD OBLIGATIONS AND SIGNING OF CONTRACT

After issuance of the Letter of Award, the successful applicant shall, within the stipulated time, fulfill the following requirements for execution of the contract:

a. Stamp Duty:

Provide stamp duty as applicable under the relevant Stamp Act.

b. Performance Security:

The successful bidder shall, within the prescribed time after issuance of the Letter of Acceptance, furnish Performance Security equivalent to 10% of the annual contract amount applicable to the first year of the Contract, in the form of Bank Draft, Bank Guarantee, Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO), or Banker's Cheque issued by a scheduled bank operating in Pakistan, in the prescribed form and manner. The Performance Security shall remain valid throughout the contract period and shall be released upon successful completion of the Contract, subject to clearance of all outstanding dues and fulfillment of all contractual obligations, whereupon the Bid Security of the successful bidder shall be released, while the Bid Security of all other bidders shall be returned after finalization of the auction process in accordance with applicable rules.

Advance Payment:

Deposit **35% of the total annual contract amount**, along with all applicable taxes.

c. Payment Schedule:

The remaining contract amount shall be paid as per the following schedule:

Installment	Description	Timeline
1st Installment	35% of the total annual contract amount	Within the prescribed period of issuance of the Letter of Award
2nd Installment	35% of the total annual contract amount	During the first week of the 5th month of the contract period
3rd Installment	30% of the total annual contract amount	During the first week of the 9th month of the contract period

Note: In the event that the University remains officially closed for students for more than fifteen (15) working days in any calendar month, for reasons other than the scheduled summer or winter vacations, the Contractor may be granted proportionate waiver of rent for the actual period of such closure. For this purpose, the Contractor shall submit a written request to the Convener, Canteen & Commercial Management Committee through the Estate Officer, accompanied by the relevant notification issued by the Registrar Office. The rent must be quoted keeping in view the fact that the contract is being made on lumpsum basis therefore rent for regular summer and winter vacations will not be waived off.

Failure to Comply

Failure to deposit the contract amount, applicable taxes, or performance security within the prescribed time (including any extension granted by the University) shall result in:

- Cancellation of the award
- Forfeiture of earnest money / bid security and any other deposited amount
- Declaration of the bidder as defaulter
- Extension of the offer to the next highest eligible bidder, where applicable, or re-auction of the contract as may be decided by the Competent Authority in accordance with the applicable rules.

Commencement of Services

The contractor shall ensure that the canteen/cafeteria services are fully operational in all respects within **three (03) days** from the date of signing of the contract.

Duration of Contract

The contract shall be valid for a period of **three (03) years** from the date of signing of the agreement, subject to annual evaluation of the contractor's performance and continuation of the contract on the basis of satisfactory performance and approval of the Competent Authority. The bid amount shall be increased by **10% annually** for each subsequent year of the contract.

Properties and Assets

- a. The contractor may undertake renovation, improvement, extension or installation of energy-efficient measures, including solar panels, subject to prior approval of the Canteen and Commercial Management Committee and Competent Authority, with technical supervision of the Engineering Cell. The scope, nature and cost of such works shall be mutually determined by the University and the contractor before commencement. The cost of such works shall be borne entirely by the contractor, and no financial liability in this regard shall accrue to the University.
- b. The contractor shall be responsible for handing over all assets and properties received from the University, in good condition, upon completion or termination of the contract.
- c. The contractor shall obtain a certificate from the University confirming proper handing over of all assets and clearance of dues, after which the performance security shall be released.
- d. The University reserves the right to shift the allocated area to any other suitable location or dismantle the same, in the public interest, due to unavoidable circumstances, by providing reasonable notice.
- e. All fixtures, including iron sheds, infrastructure, and any permanent installations made during the contract period, shall remain or become the property of Lahore College for Women University, Lahore, without any compensation to the contractor.

ELIGIBILITY CRITERIA FOR REGISTRATION

The applicants must fulfill the following basic eligibility criteria (relevant documents to be attached):

1. Applicant shall be a legally registered entity as sole proprietor, firm or company with the formal intent to enter into an agreement. The applicant shall provide Copy of firm registration certificate from registrar firms / SECP. In case of sole proprietor, applicant must be registered in FBR.
2. Valid C.N.I.C
3. Valid NTN, GST, Professional Tax Certificate & PRA.
4. Must be Active Tax payer
5. Valid license from Punjab Food Authority.
6. Joint Venture / Consortium is not permissible.
7. Earnest money / bid security of prescribed amount.
8. The Applicant shall be required to submit an undertaking on stamp paper of PKR 100, in the prescribed format as provided at **Annexure-A**, failing which the application shall be liable to rejection.
9. Proof of active income tax status for last three financial years. (attach last three years income tax returns)
10. The Applicant must provide audited financial statements, including Balance Sheet, Income Statement and Cash Flow Statement, for the last three (03) financial years, demonstrating a **positive cash flow** and a **minimum average annual turnover exceeding the reserve price**, duly supported by relevant financial records and bank statements.
11. The applicant must have at least two (02) years' experience in running and managing a cafeteria, food outlet or restaurant in a public or private sector organization. Relevant experience certificates, contracts/agreements or other verifiable documentary evidence including evidence of the applicant's current/most recent engagement shall be attached. Experience in educational institutions shall be considered an added advantage.
12. The applicant who are barred, blacklisted, or disqualified by any Government, Semi-Government, Public Sector Organization, Department, Agency, or Authority, or if, during the last five (05) years, has failed to execute the agreement after award or has abandoned the contract or has any outstanding recoverable dues or unresolved contractual liabilities with LCWU, are not eligible to apply. The applicant shall submit an affidavit on stamp paper affirming that none of the above disqualifications are applicable.
13. Valid EOBI Registration (if employing five (5) or more employees).
14. Valid PESSI Registration (as per applicable laws of the Government of the Punjab).

SCOPE OF SERVICES

The scope of work/services includes, but is not limited to, the following:

1. Food Quality and Standards

- i. The Service Provider shall sell only fresh, hygienic, and high-quality food items duly approved by the Canteen and Commercial Management Committee (CCMC) and fully compliant with the regulations of the Punjab Food Authority (PFA).
- ii. Raw materials and ingredients shall be of standard quality and sourced from approved and reputable brands. Drinking water shall be from recognized brands (e.g., Nestle, Aquafina, Dasani) or as approved by the CCMC.
- iii. Soft drinks/carbonated beverages shall not be permitted for sale or consumption within the University premises, in accordance with the applicable Government orders/instructions.
- iv. The quality of food shall be strictly maintained at all times. Any substandard food item causing health issues shall be the sole responsibility of the Service Provider, including compensation to affected persons and any legal consequences arising therefrom.
- v. Frozen items shall be stored at appropriate temperatures, and proper segregation of cooked and uncooked food shall be ensured at all times.
- vi. Expired food products shall be immediately removed from the premises. Discovery of any expired item within the canteen shall result in penalties and may lead to termination of the contract.
- vii. The Service Provider shall prepare and submit a Standard Operating Procedure (SOP) for food storage, handling, and safety to Lahore College for Women University, Lahore for approval, and shall strictly adhere to the approved SOP.
- viii. In case of any health issue arising from the use of substandard food or ingredients, the Service Provider shall be solely responsible for all consequences, including compensation and legal proceedings. The University shall bear no liability in this regard.

2. Pricing and Subsidized Rates

- i. The selling price of food items shall be reasonable and affordable for the students, employees, and visitors of Lahore College for Women University, Lahore.
- ii. Government-notified rates (DC rates) and printed prices, wherever applicable, shall be strictly observed and complied with.
- iii. For items not covered by Government-notified/DC rates, the prices shall be reasonable, subsidized and competitive, and shall not exceed the prevailing retail market rates for comparable quality and quantity. The proposed menu and price list shall be submitted to and approved by the Canteen & Commercial Management Committee (CCMC) within 15 (fifteen) days of commencement of services.
- iv. The Service Provider shall maintain the approved rates and shall not increase the prices without prior approval of the CCMC. The Service Provider may be required to submit supporting market-price information/periodic price reports to the CCMC, as and when directed.
- v. A standardized and approved rate list, duly approved by the Canteen & Commercial Management Committee (CCMC), shall be prominently displayed at a minimum of three (03) visible locations within the canteen premises.

3. Hygiene, Cleanliness, and Maintenance

- i. The Service Provider shall maintain the canteen, kitchen, and dining areas in strict accordance with Punjab Food Authority (PFA) hygiene and safety standards.
- ii. New porcelain crockery or equivalent quality utensils and furniture shall be provided and properly maintained. Any repair or replacement shall be carried out within three (03) days.
- iii. Separate and clearly marked hand-washing facilities shall be provided and maintained in hygienic condition.
- iv. The Service Provider shall ensure continuous cleanliness of all cooking, preparation, and serving areas, as well as furniture and utensils.
- v. A proper waste disposal system shall be maintained in compliance with applicable Waste Management Rules. Waste shall not be allowed to accumulate within the premises or surrounding areas.
- vi. Dustbins shall be placed appropriately, including at dining areas, and shall be emptied regularly to maintain cleanliness and hygiene standards.

4. Staffing and Training

- i. All canteen staff shall be medically fit, properly groomed, and adequately trained in food hygiene, safety practices, and customer service.
- ii. Periodic medical checkups, including relevant laboratory tests (e.g., Hepatitis B & C, HIV, and other communicable diseases as required), shall be conducted at least once every six (06) months. Proper record of such medical examinations shall be maintained and made available to the University/CCMC upon request.
- iii. All staff shall wear clean and proper uniforms (including head caps and other protective gear, where applicable) as approved by the Canteen & Commercial Management Committee (CCMC).
- iv. The Service Provider shall ensure deployment of an adequate number of trained personnel, including a manager/supervisor, cooks/chefs, serving staff, and cleaning staff, to ensure efficient operations.
- v. Security clearance of all staff shall be obtained, and complete staff records (including CNIC and contact details) shall be maintained and provided to the University.
- vi. The Service Provider shall comply with all applicable labour laws, rules, and regulations, including those relating to wages, working conditions, and employee welfare.

5. Equipment and Infrastructure

- i. The Service Provider shall provide and maintain all necessary kitchen appliances and equipment, including but not limited to refrigerators, freezers, microwaves, cooking ranges, and other required operational tools.
- ii. The canteen shall ensure appropriate and organized seating arrangements, taking into consideration the University's environment and requirements.
- iii. The Service Provider shall be responsible for proper maintenance and upkeep of all electrical fixtures (including lights, fans, and air-conditioning units), plumbing systems, sanitary fittings, and floor/wall finishes within the allocated premises.
- iv. Adequate fire safety arrangements, including fire extinguishers and emergency response measures, shall be installed and maintained in accordance with applicable safety standards.

6. Compliance and Regulations

- i. The Service Provider shall comply with the Punjab Food Authority Act, applicable rules, and all other relevant laws and regulations of the University.
- ii. A valid food business license issued by the Punjab Food Authority shall be mandatory and must be maintained throughout the contract period.
- iii. Valid medical certificates of all staff shall be available at the canteen and produced upon demand by the University.
- iv. In case food quality standards are not met, Lahore College for Women University, Lahore reserves the right to discard such items at the cost and risk of the Service Provider.
- v. The use of frozen vegetables and pre-prepared frozen food for sale shall be strictly prohibited.

7. Additional Responsibilities

- i. The Service Provider shall ensure the availability of clean and free filtered drinking water for students, staff, and visitors.
- ii. Proper and visible signage for the canteen shall be installed and maintained.
- iii. The Service Provider shall not sublet, assign, or transfer the canteen operations to any third party.
- iv. A complaint box shall be installed at a prominent location, and all grievances shall be addressed promptly and recorded.
- v. The Service Provider shall be responsible for any loss or damage to University property caused by its staff or operations.
- vi. Any misconduct by staff shall result in appropriate action, including penalties or termination of the contract.
- The Service Provider shall issue and ensure wearing of identification cards (ID cards) by all staff during duty hours.

8. Food Safety Standards

- i. All food shall be prepared using fresh, high-quality ingredients. Use of expired or substandard items shall be strictly prohibited.
- ii. Proper refrigeration, storage, and cooking temperatures shall be maintained at all times to prevent foodborne illnesses.
- iii. Rice used shall be of good quality, preferably Super Kernel Basmati or equivalent standard.
- iv. Only whole wheat flour shall be used for preparation of roti and parathas.
- v. Standard and reputable brands shall be used for kitchen essentials and ingredients.

9. Security and Conduct

- i. Smoking, use of tobacco products, and consumption of alcohol are strictly prohibited within the canteen premises.
- ii. Any unlawful, unsafe, or inappropriate activity or misconduct shall not be tolerated.
- iii. Emergency contact numbers and first aid facilities shall be readily available at the canteen.
- iv. The Service Provider shall promptly inform the University/security staff in case of any hazardous or suspicious situation.

10. Waste Management

- i. The Service Provider shall ensure proper waste management and disposal in accordance with applicable rules.
- ii. Food waste shall be segregated from plastic, aluminum, and other non-biodegradable waste.
- iii. The Service Provider is encouraged to adopt environmentally friendly practices, including the use and recycling of eco-friendly utensils and cutlery, where feasible.

11. Penalties and Enforcement

- i. Any violation of the terms and conditions of the contract shall render the Service Provider liable to penalties, as determined by the University.
- ii. Lahore College for Women University, Lahore reserves the right to impose fines, issue warning notices, or terminate the contract in case of repeated or serious violations.
- iii. Sale or provision of stale, expired, or substandard food or beverages shall result in immediate penalties and may lead to issuance of warning notice(s) and/or termination of the contract.
- iv. Failure to comply with prescribed hygiene, safety, and quality standards may result in penalties, suspension of operations, or termination of the contract, depending upon the severity of the violation.

12. Catering for Official Events

The Second Party shall also provide catering services for official University events, functions, and meetings as required. Payment for such services shall be made strictly in accordance with rates approved by the Competent Authority / Syndicate, subject to prior approval and certification of satisfactory performance by the concerned office/committee. Any service rendered without prior approval or at unapproved rates shall not be admissible for payment.

13. Mobile / Temporary Service Points

The Service Provider may, with prior written approval of the University Administration / Canteen & Commercial Management Committee (CCMC), establish and operate mobile or temporary service points (including kiosks, carts, or stalls) at designated locations within the University premises for the purpose of facilitating service delivery during peak hours, events, or special requirements.

Such mobile outlets shall:

- Comply with all food safety, hygiene, and quality standards as applicable to the canteen(s);
- Operate strictly at locations and timings approved by the University;
- Not result in any permanent occupation or encroachment of space;
- Be subject to additional charges, conditions, or restrictions as may be determined by the University from time to time.

The University reserves the right to withdraw permission for such mobile service points at any time in the public interest.

RATE LIST OF EDIBLES AND FOOD ITEMS

Display a big size flex of rate list at prominent and public place. The rates may be revised with the approval of Canteen & Commercial Management Committee.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The **Arbitrator** is the person as provided in SCC.
- b) “**Contract**” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “**Institution administration**” means the administration of Lahore College for Women University.
- d) “**GCC**” means General Conditions of Contract;
- e) “**Government**” means Government of the Punjab;
- f) “**Local Currency**” means Pak Rupee (PKR);
- g) “**Party**” means the Institution administration or the contractor, as the case may be, and “**Parties**” means both of them;
- h) “**Personnel**” means persons hired by the contractor as employees and assigned to the performance of the Canteen Services or any part thereof;
- i) “**Contractor**” is a person or corporate body whose offer to provide the Canteen services has been accepted by the Institution administration;
- j) “**SCC**” means Special Conditions of Contract by which the GCC may be amended or supplemented;
- k) “**Specifications**” means the specifications of the Canteen Services
- l) “**Canteen services**” means the services and activities to be performed by the Applicant/Contractor under this Contract, as specified in the Advertisement, Scope of Services and other applicable provisions of the Auction Document.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the terms & conditions and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by **specified in the SCC**.

1.5 Location

The Canteen services shall be performed at such locations as are specified in Scope of Canteen Services, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Institution administration may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Institution administration or the Contractor may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Institution administration

The Contractor shall permit the Institution administration to inspect its accounts and records relating to the performance of the Canteen Services and to have them audited by auditors appointed by the Institution administration, if so or as and when required. Any penalties, taxes, fees or levies of any sort pointed out by any audit team / auditors (internal or external), the Contractor must settle the same immediately and not later than 7-days from the date of demand by the Institution administration.

1.8 Taxes and Duties

The Applicant shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law from time to time.

1.9 AAT (Advance Acceptance):-

- I. The Applicant with the highest auction price, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be issued AAT, within the original or extended period of offer validity.

- II. The contractor shall submit Stamp Duty as per Stamp duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.
- III. The Applicant with the highest auction price is bound to submit the acceptance of the AAT along with e- Stamp 10% performance security within the specified period, if the Applicant fails to do so, Earnest money / bid security will be forfeited and the Institution administration may make the offer to the next highest evaluated Applicant in line or re-advertise the auction process.
- IV. The Earnest money / bid security of the Applicants will be retained till the finalization of contract or as deemed appropriate by the University administration.

1.10 Contract: -

Successful Applicant fails to comply with the Contract within specified period for management of canteen in Lahore College for Women University, Lahore, then the Applicant shall be blacklisted minimum for two years from this institute and the 10% performance security will be forfeited. In such situation, the Institution administration may make the offer to the next highest evaluated Applicant or may opt for re-advertisement.

1.11 Performance Guarantee

The successful Applicant shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount (first year). The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

Failure of the successful Applicant to comply with the requirement of instructions to the applicants shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the Earnest money, in which event the Institution administration may make the offer to the next Applicant or opt for re-advertisement.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Canteen Services

2.2.1 Work Program

Before commencement of the Canteen Services, the Applicant shall submit to the Institution administration for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Canteen Services shall be carried out in accordance with the approved Work Program as updated.

2.2.2 Starting Date

The Applicant shall start carrying out the Canteen Services after the date of the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3. Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.5, the Applicant shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Applicant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5. TERMINATION

2.5.1. By the Institution administration

The Institution administration may terminate this Contract, by not less than thirty (30) days' written notice of termination to the contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.5.1:

- a. if the contractor does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Institution administration may have subsequently approved in writing;
- b. If the contractor stops paying all or any types of dues timely despite of reminder/s.
- c. If or its staff / workers get involved in any misconduct such as overcharging to visitors or involve in any theft of vehicles or its contents / parts, the Institution administration have the right to recover all losses or serve a notice of termination in case of no settlement satisfactorily followed by legal action if not settled amicably.
- d. If the contractor becomes insolvent or bankrupt;
- e. if, as the result of Force Majeure, the contractor is unable to perform a material portion of the Canteen Services for a period of not less than sixty (60) days; or
- f. if the contractor, in the judgment of the Institution administration has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Applicant or contractor in the auction process or in contract execution to the detriment of the Institution administration; or misrepresentation of facts in order to influence auction process or the execution of a contract;
 - ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "Collusive practices" is an arrangement among Applicants (prior to or after offer) designed to establish offer prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Institution administration of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - iv. "Coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - v. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

2.5.2 By the Contractor

If, as a result of Force Majeure, the contractor is unable to perform a material portion of the Canteen Services for a period of not less than sixty (60) days, the contractor may request termination of the Contract by giving not less than thirty (30) days' written notice to the Institution; upon approval of such termination, the Performance Security shall be released without forfeiture, subject to verification, settlement of all outstanding dues, and satisfactory handover of the premises, while any losses attributable to the contractor outside the scope of Force Majeure shall remain recoverable in accordance with the Contract.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

The contractor shall perform the Canteen Services in accordance with the Specifications and Scope of Canteen Services,

and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The contractor shall always act, in respect of any matter relating to this Contract or to the Canteen Services, as faithful adviser to the Institution administration, and shall at all times support and safeguard the Institution administration's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 *Contractor Not to Benefit from Commissions and Discounts.*

The remuneration of the contractor pursuant to Clause 6 shall constitute the contractor's sole remuneration in connection with this Contract or the Canteen Services, and the contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Canteen Services or in the discharge of their obligations under the Contract, and the contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 *Contractor and Affiliates Not to be Otherwise Interested in Project*

The contractor agrees that, during the term of this Contract and after its termination, the Applicant and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Canteen Services (other than the Canteen Services and any continuation thereof) for any project resulting from or closely related to the Canteen Services.

3.2.3 *Prohibition of Conflicting Activities*

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- b. during the term of this Contract, neither the contractor nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to contractor to perform any activity under this Contract;
- c. After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 *Confidentiality*

The contractor, his Subcontractors, and the Personnel of either of them shall not, either during the term or within the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Canteen Services, this Contract, or the Institution administration's business or operations without the prior written consent of the Institution administration.

3.4 *Insurance to be Taken Out by the Applicant*

The contractor (a) may take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Institution administration, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Institution administration's request, shall provide evidence to the Institution administration showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 *Applicant's Actions Requiring Institution Administration's Prior Approval*

The Applicant shall obtain the Institution administration's prior approval in writing before taking any of the following actions:

- a. entering into a subcontract for the performance of any part of the Canteen Services,
- b. appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- c. changing the Program of activities; and
- d. any other action that may be **specified in the SCC**.

3.6 *Reporting Obligations*

The contractor shall submit to the Lahore College for Women University, Lahore the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

3.7 *Documents Prepared by the contractor to Be the Property of the Institution administration*

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor in accordance with Sub-Clause 3.6 shall become and remain the property of the Institution administration, and the

contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Institution administration, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The contractor shall pay liquidated damages to the Institution administration at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. Payment of liquidated damages shall not affect the Canteen Services Provider's liabilities.

3.8.2 Liquidated Damages due to Lack of performance

If the contractor has not corrected a Defect within the time specified in the Institution administration's notice, a liquidated damage for lack of performance will be paid by the contractor. The amount to be paid will be **specified in the SCC**.

4. CONTRACTOR'S PERSONNEL

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out the Canteen Services of the contractor's Key Personnel are described in Scope of Canteen Services.

4.2. Removal and/or Replacement of Personnel

- a. If the Institution administration finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Applicant shall, at the Institution administration's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Institution administration.
- b. The Applicant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE INSTITUTION ADMINISTRATION

5.1. Assistance and Exemptions

The Institution administration shall use its best efforts to ensure that the Government shall provide the contractor such assistance and exemptions as **specified in the SCC**.

5.2. Canteen Services and Facilities

The Institution administration shall make the Canteen Area available to the contractor and facilities listed under Scope of Canteen Services. Provision of site free from all encumbrances for construction/renovation activity shall be the responsibility of the Institution administration.

6. PAYMENTS TERMS

6.1. Payment

The contractor shall charge fixed Canteen Services as specified in Form of Contract and any overcharge will trigger the penalty (as per SCC) of minimum Rs.2,000/- per complaint and maximum Rs.5,000/- per complaint, depending on the Severity as determined by the Canteen Management Committee and may also cause termination if recurrence continues despite of warnings and charging of penalties.

Lump-Sum Remuneration

The Applicant shall pay a fixed lump-sum amount within the prescribed timeline as specified in the Form of Contract to the Institution administration. Notwithstanding anything herein, the Applicant shall at its own cost carry out the Canteen Services described in scope of Canteen Services.

6.2. Contract Price

The price Rupees (PKR) is set **forth in Form of Contract**, payable to the Institution administration in Pak Rupee.

6.3. Payment for Additional Canteen Services

For the purpose of determining the price for additional Canteen Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided as per BDS / FIN-2.

7. QUALITY CONTROL

7.1. Identifying Defects

The principle and modalities of Inspection of the Canteen Services by the Institution administration shall be as **indicated in the SCC and scope of Canteen Services**. The Institution administration shall check the contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Applicant's responsibilities. The Institution administration may instruct the contractor to search for a Defect and to uncover and test any Canteen Services that the Institution administration considers may have a Defect.

7.2. Correction of Deficiencies, and Non- Performance Penalty

- a) The Institution administration shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- b) Every time notice of Deficiency is given, the contractor shall correct the notified Deficiency within the length of time specified by the Institution administration's notice.
- c) If the contractor has not corrected a Deficiency within the time specified in the Institution administration's notice, the Institution administration will assess the cost of having the Deficiency corrected, the contractor will pay this amount, and a Penalty for Non- Performance calculated as described in Sub- Clause 3.8.

8. SETTLEMENT OF DISPUTES

8.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. In case of failure of amicable settlement, any dispute arising between Lahore College for Women University, Lahore and the Canteen Service Provider, whether during execution or after completion of the Services, shall be referred to the Vice Chancellor, Lahore College for Women University, Lahore, acting as sole Arbitrator, in accordance with the provisions of the Arbitration Act, 1940, whose decision shall be final and binding upon the Parties.

8.3. The Arbitrator shall render a reasoned decision in writing within twenty-eight (28) days from the date of receipt of reference of the dispute.

9. ARBITRATOR

The Vice Chancellor, Lahore College for Women University, Lahore, shall act as the sole Arbitrator for all disputes arising out of or in connection with this Contract.

10. DEFAULT IN SUBMISSION OF MANDATORY DEPOSITS

In case the successful contractor does not deposit the following within the prescribed time of the issuance of advance acceptance, the Institution administration will have the right to cancel the contract and forfeit the Earnest money / bid security.

- i. **Stamp duty as per stamp duty act.**
- ii. Performance Guarantee @ 10% of first year of contract value.
- iii. 35% of total annual Contract amount

11. PUNJAB FOOD AUTHORITY

The Service Provider shall abide all the rules and regulations of Punjab Food Authority and is liable to be fined and trialed under Punjab food authority rules & regulations.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Supplements to, Clauses in the General Conditions of Contract
The Arbitrator is: <u>The Vice Chancellor</u>
The Service Provider name is: [Insert the Name of Service Provider]
The Institution is: Lahore College for Women University, Lahore.
The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
The language is: <u>English</u>
<u>The addresses of the:</u> [Lahore College for Women University, Lahore] Attention: [Vice Chancellor Lahore College for Women University, Lahore.] Tel: Email: <u>Service Provider Details:</u> Attention: Tel: Email: Current Address:
The tentative date on which this Contract shall come into effect is _____
The tentative Starting Date for the commencement of Services is _____
The liquidated damages rate is <u>0.05 %</u> per day of the Total Contract Value. The total amount of liquidated damages under the contract shall not exceed ten percent (10%) of the first year of Contract Price.
In case of any Liquidated Damages and/or penalties imposed on the Service Provider, the Service Provider upon written instruction of the Institution shall pay such amount(s) within 14 days of receipt of such instruction. The payment of Liquidated Damages and /or Penalties shall not release the Service Provider from performance of its obligation under the Contract.

UTILITY CHARGES:

- i. Gas, Water & Sewerage charges shall be subject to revision by the Canteen & Commercial Management Committee (CCMC) in case of any levy, tax, or tariff changes, and the Service Provider shall abide by such determination; Sui Gas shall be charged on actual consumption based on meter reading through installation of a sub-meter, and in case an independent meter is not installed, consumption shall be determined through a sub-meter installed by the University or otherwise assessed by the CCMC; during the interim period prior to installation of such meter, the contractor shall make its own arrangements at its own cost and shall remain liable to pay such provisional or lump-sum charges as determined by the CCMC.
- ii. All Utility charges shall be paid on monthly basis.

Sr. #	Particulars	Sui Gas Charges	Water & Sewerage	Electricity Charges
1.				
2.				
3.				
4.				

Note: *Advance Income Tax of first year will also be deposited along with 1st installment of Auction amount*

FINES & PENALTIES

Sr. #	Description	Fine Amount (Rs.)
1.	Cleanliness of the Canteen	Rs.5,000/- – 10,000/- per complaint
2.	Hygiene of the environment and the workers	Rs. 5,000 – 10,000 per worker per inspection
3.	Worker without Uniform	Rs. 500/- per worker per inspection
4.	Medical Certificate not submitted	Rs. 1,000/-per worker per inspection
5.	Ensure SOPs of cooking healthy hygienic food	Rs. 5,000/- per complaint
6.	Holidays without Govt. Holidays	Rs. 10,000/- per day
7.	Un resolved public complaint (misconduct / misbehavior)	Rs. 3,000 per complaint
8.	Any other unsatisfactory performance under the contract or non-compliance	Rs. 5,000 – 20,000 per event
9.	Selling items in excess of agreed rate	Rs. 1000/Item
10.	Selling item in less than agreed quantity	Rs. 1000/Item
11.	Improper storage of items	Rs. 1000/Item
12.	Using unhygienic/old dishes, cups or utensils etc.	Rs. 1000/Item
13.	Unclean uniforms/improper trimming of hair or nails	Rs. 500 per employee/Day
14.	Litter or spillage in sitting area	Rs. 5000
15.	Litter or spillage in cooking area	Rs. 5000
16.	Storage and Sale of STALE eatables/Drinkables etc	Rs. 5000/- per Dish or Eatable
17.	In case of fine / penalty imposed by Food Authority Lahore College for Women University, Lahore will not impose any fine on same issue but if the canteen is sealed by Food Authority or any other authority other than Lahore College for Women University, Lahore fine Rs.20,000/- of fine and penalties will be imposed.	
18.	The Canteen & Commercial Management Committee reserves the right to inspect such complaint book and in case of any unresolved complaint impose penalties to the Service Provider Rs.20,000/-	

AREA OF MAIN CANTEEN AND CAFETERIA

Sr. No.	Details of Main Canteen and Inter Cafeteria	Location Main Campus	Covered Area
1.	Main Canteen	Near Staff Gate	Ground Floor: 2686 Sft 1 st Floor: 1186 Sft
2.	Student Cafeteria	New Student Service Centre Building	Ground Floor: 3392 Sft 1 st Floor: 2763 Sft
3.	Faculty Cafeteria	Old Gym Room near Examination Branch	1 st Floor: 2570 Sft
4.	Fruit Shop	Near Staff Gate	504 Sft
5.	Tuck Shop	Near Staff Gate	310 Sft

Area of each canteen to be taken over by the Contractor in accordance with the approval of LCWU Management and as per measurements mentioned above under the (Covered Area). Any act or action in occupying or encroaching any extra area would be considered as breach of agreement/contract and can result in termination of contract or a penalty as decided by the LCWU management.

Before submitting the application, the contractor must ensure that the allocated space of canteen is inspected and verified. Additionally, the contractor shall not use any other space except the designated area for the cafeteria, and any subsequent damage or misuse will not be accepted.

CONTRACT AGREEMENT

This Contract is made at Lahore College for Women University, Lahore on [Insert Date], between [Lahore College for Women University, Lahore hereinafter referred to as the LCWU administration"] (which expression shall include successors, legal representatives and permitted assigns) of the **First Part**;

&

M/s _____ registered under the laws of Pakistan and having its registered office at _____ (hereinafter called the "Contractor") (which expression shall include successors, legal representatives and permitted assigns) of the **Second Part** (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Lahore College for Women University, Lahore invited offers for Services for Canteen, situated at Lahore College for Women University, Lahore where of M/s _____ offered the Highest offer in open auction; and

Whereas, the Lahore College for Women University, Lahore has accepted the offer by the Service Provider as per following detail;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING:

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a) This Contract Form
 - b) The General Conditions of Contract
 - c) Special Conditions
 - d) Integrity Pact
 - e) Performance Guarantee / Security
 - f) Acceptance of highest offer
 - g) Scope of Services
 - h) Fines & Penalties
 - i) Schedule of Payment
 - j) All the terms & conditions mentioned in the auction documents.
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
3. **The Term of the Contract:** This contract shall become effective from Insert date and remain valid till Insert date from the date of signing, unless amended by mutual consent. This contract shall be valid for a period of **three (03) years** from the date of signing of the agreement, subject to annual evaluation of the contractor's performance and continuation of the contract on the basis of satisfactory performance and approval of the Competent Authority, with an annual increase of 10% in the bid amount.
4. **The Contractor declares as under: -**
 - i. M/S _____ hereby declares that it has not obtained or induced the procurement / auction of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, M/S _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the auction of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

- iii. M/s certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. M/s accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to LCWU administration under any law, Contract or other instrument, be voidable at the option of administration.
- v. Notwithstanding any rights and remedies exercised by Lahore College for Women University, Lahore in this regard, M/s agrees to indemnify Lahore College for Women University, Lahore any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Lahore College for Women University, Lahore in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s ___ as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
- vi. In case of any dispute between the Lahore College for Women University, Lahore and the service provider(s) the matter shall be referred to the Arbitrator. The Vice Chancellor, Lahore College for Women University will be the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the service providers to accept and abide.

Any other matter connected with this lease that has not been specified in the aforementioned clauses, shall be dealt with and decided by the Committee after affording opportunity of hearing to the contractor. The contractor shall abide by such decision and shall not go in litigation against such decisions before arbitration.

IN WITNESS WHEREOF the parties to this agreement have put their signatures hereto in the presence of the witnesses mentioned below on the day and year, first above mentioned.

First Party

Second Party

REGISTRAR

Lahore College for Women University Lahore

Name: _____

CNIC No. _____

Witnesses

TREASURER

Lahore College for Women University

Lahore

Name: _____

CNIC No. _____

(Annex-A)

AFFIDAVIT / UNDERTAKING

(To be executed on PKR 100 Stamp Paper, duly attested by Oath Commissioner)

I, _____ S/O _____, resident of _____, holding CNIC No. _____, do hereby solemnly affirm and declare as under:

1. That I am the Sole Proprietor / CEO / Director / Authorized Representative of M/s _____ and am duly authorized to submit this bid and undertake obligations on behalf of the firm.
2. That we have carefully examined the Auction Document, including all Terms & Conditions and Scope of Services, and undertake to perform the work in accordance with the requirements thereof.
3. That our offer has been prepared independently, without any consultation, communication, agreement, or understanding with any other bidder for the purpose of restricting competition.
4. That all financial instruments submitted, including Bank Draft / Bank Guarantee / Call Deposit Receipt (CDR) / Demand Draft (DD) / Pay Order (PO) / Banker's Cheque issued by a scheduled bank operating in Pakistan, are genuine.
5. That there are no personal, financial, or business conflicts of interest that may affect the performance of the contract, if awarded.
That:
 - a. We have not been blacklisted, suspended, or declared defaulter by any Government, Semi-Government, or Autonomous Body.
 - b. That neither I nor M/s _____ has, during the last five (05) years, has failed to execute an agreement after the award of contract or abandoned the contract, has any outstanding recoverable dues or unresolved contractual liabilities with LCWU.
 - c. We are not involved in any proceedings relating to bankruptcy, insolvency, or poor financial standing.
 - d. No decree or order of any court remains unsatisfied against us.
6. That:
 - a. We have not been convicted of any offence concerning professional misconduct.
 - b. We have not been convicted of corruption or bribery.
 - c. We are not involved in any litigation with any Government or Semi-Government Department.
 - d. We have not failed in the completion of any Government or Semi-Government contract.
7. That we undertake to bear all costs incurred in connection with the preparation and submission of this bid and any subsequent pre-contract expenses.
8. That we are not employees of Lahore College for Women University, Lahore, nor acting on behalf of any employee of the University in this bidding process.
9. That we acknowledge that Lahore College for Women University, Lahore is a women-centric institution and undertake to maintain a respectful, safe, disciplined, and women-friendly environment within the University premises.
10. That we shall strictly comply with all applicable laws, including tax laws, and undertake to pay all applicable taxes imposed by the Government of Punjab and/or Government of Pakistan during the contract period, without seeking any additional financial support from the University.
11. That:
 - a. No tobacco products, cigarettes, narcotics, or any prohibited items shall be sold, stored, or kept within the University premises.
 - b. The canteen shall be operated strictly in accordance with the rules, security protocols, and administrative instructions issued by Lahore College for Women University, Lahore from time to time.
12. That we have provided complete and authentic information and documents. In case any information or document is found to be false, fabricated, or misleading at any stage, we shall be liable for legal action, including but not limited to:
 - Cancellation of bid/contract
 - Forfeiture of bid security / performance security
 - Blacklisting as per applicable rules

13. That we possess the necessary capacity, experience, and resources to commence and perform the services within the prescribed timeframe.
14. That we fully accept the decisions of Lahore College for Women University, Lahore regarding the bidding process and undertake not to challenge the same except as provided under applicable rules.
15. That all statements made herein are true and correct to the best of our knowledge and belief, and nothing has been concealed.

DEPONENT

1. Name of Bidder / Firm: _____
2. Name of Authorized Representative: _____
3. CNIC No.: _____
4. Address: _____
5. Contact No.: _____
6. Email: _____
7. Signature: _____
8. Official Stamp: _____
9. Date: _____

VERIFICATION

Verified on this ____ day of _____, **20**____, that the contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

DEPONENT

NOTIFICATION OF AWARD/ADVANCE ACCEPTANCE

No. _____

Date: _____

(DD-MM-YYYY)

To,
M/ _____

SUBJECT: ADVANCE ACCEPTANCE OF OFFER FOR THE AUCTION OF CANTEEN SERVICES INSIDE LAHORE COLLEGE FOR WOMEN UNIVERSITY, LAHORE FOR THE F.Y.

Reference your offer against Auction Reference No. _____ on the subject cited above.

- The offer of your firm has been approved by the Competent Authority, subject to the condition that you shall deposit **the following within the prescribed period from the date of issuance of this letter**, so that the contract may be awarded in accordance with the rules at the earliest.

- Performance Guarantee / Security in the form as prescribed in the auction document equivalent to 10% of the first year of Contract amount having validity of entire contract period from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner for a sum of PKR. ____/- (Rupees (Amount in words Only) in favor of **(Insert Details here)**,

- Income Tax [@ INSERT TAX RATE%] of the contract price along with the first installment;
- Stamp duty valuing [INSERT VALUE OF STAMP DUTY] of the total contract amount;
- Submission of contract dues as per following schedule;

Auction Reference No.	Installments	Installment Amount (PKR)	Due Date / Timeline
INSERT AUCTION REFERENCE NO. HERE	1st Installment – 35% of Total Annual Contract Amount	[INSERT AMOUNT]	Within prescribed period of issuance of Letter of Award
—	2nd Installment – 35% of Total Annual Contract Amount	[INSERT AMOUNT]	During the first week of the 5th month of the contract period
—	3rd Installment – 30% of Total Annual Contract Amount	[INSERT AMOUNT]	During the first week of the 9th month of the contract period

Please note that Failure to deposit the contract amount/taxes/performance guarantee/stamp duty within the prescribed time (including any extended time period granted by the Institution administration) shall result in cancellation of the award and Earnest money / any other deposit shall stand forfeited beside declaring the contractor as defaulter.

AUTHORIZED OFFICER

NO & DATE EVEN:

1. _____
2. _____
3. _____

**CONVENER CANTEEN &
COMMERCIAL
MANAGEMENT COMMITTEE**

REGISTRAR

CHECK LIST FOR SCRUTINY OF APPLICATIONS / BIDS

(To be attached with each application and verified by the Scrutiny Committee)

All applicants are required to submit complete documents as per the Bidding Document. The following checklist shall be filled by the Applicant and verified by the Scrutiny Committee.

PART – I: TO BE FILLED BY THE APPLICANT

Sr. No.	Description of Documents	Attached (✓/X)	Remarks
A. Basic Documents			
1	Application duly signed & stamped		
2	Copy of CNIC of Applicant / Authorized Representative		
3	Firm Registration Certificate (SECP / Registrar Firms) OR FBR Registration (for sole proprietor)		
4	NTN Certificate		
5	GST Registration Certificate (if applicable)		
6	PRA Registration Certificate		
7	Professional Tax Certificate		
8	Proof of current Active Taxpayer Status (ATL)		
B. Mandatory Licenses / Registrations			
9	Valid Punjab Food Authority License		
10	Valid EOBI Registration (if employing five (5) or more employees).		
11	Valid PESSI Registration (as per applicable laws of the Government of the Punjab).		
C. Financial Requirements			
12	Earnest Money / Bid Security (as specified in the auction document) shall be submitted in original in the form of Call Deposit Receipt (CDR), Pay Order (PO), Demand Draft (DD), or Bank Guarantee, issued by a scheduled bank in Pakistan.		
13	Income Tax Returns for last three (03) financial years		
14	Audited Financial Statements, including Balance Sheet, Income Statement and Cash Flow Statement, for the last three (03) financial years.		
15	Proof of minimum average annual turnover exceeding the advertised reserve price during the last three (03) financial years.		
16	Bank Statements for the last twelve (12) months.		
D. Experience & Capacity			
17	Minimum two (02) years' relevant experience supported by verifiable experience certificates, contracts/agreements/work orders, including current/most recent engagement, where applicable.		
E. Undertakings / Affidavits			
18	Affidavit / Undertaking on Stamp Paper (Annex-A)		
19	Affidavit regarding non-blacklisting		
20	Declaration of No Conflict of Interest		
F. Additional Requirements			

21	Signed & stamped copy of complete Bidding Document		
22	Detailed Operational Plan outlet wise with Standard Operating Procedures as mentioned in Scope of Services and applicable contractual provisions before signing of contract.		
23	Any other supporting document (if applicable)		

UNDERTAKING BY THE APPLICANT

It is certified that all the above-mentioned documents have been attached and the information provided is true and correct to the best of my/our knowledge and belief. In case of any deficiency or misrepresentation, the application shall be liable to rejection.

- Name of Firm / Bidder: _____
- Name of Authorized Representative: _____
- CNIC No.: _____
- Present Address: _____
- Email: _____
- Contact No: _____
- Signature: _____
- Official Stamp: _____
- Date: _____