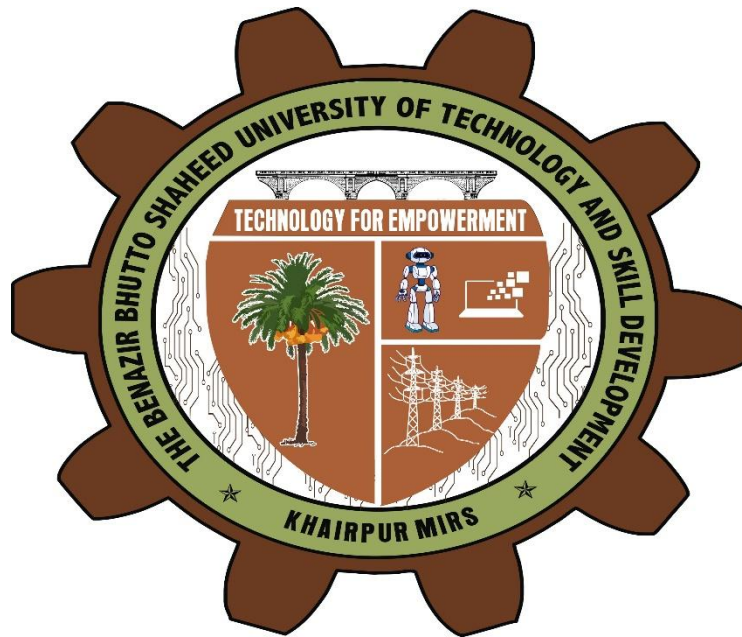


**THE BENAZIR BHUTTO SHAHEED  
UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT  
KHAIRPUR MIRS**

Phone No.0243-9280167, Fax: 0243-9280171; E-mail:  
[ppo@bbsutsd.edu.pk](mailto:ppo@bbsutsd.edu.pk)

**TENDER DOCUMENT**

**PROCURING CAMPUS MANAGEMENT SYSTEM  
(CMS) AND ENTERPRISES RESOURCE PLANNING  
(ERP) SOFTWARE FOR THE UNIVERSITY BBSUTSD,  
KHAIRPUR MIRS**



**(Single Stage Two Envelope Procedure)  
(National Competitive Bidding)**



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Phone No.0243-9280167, Fax: 0243-9280171; E-mail: ppo@bbsutsd.edu.pk

**CORRIGENDUM**

**NOTICE INVITING TENDERS**

All the interested Contractors / Firms / Parties / Service Providers / Manufacturers and Sole Distributors meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of Good/Services, registration with the Sindh Revenue Board in case of procurement of Works and Services and registration with Pakistan Engineering Council as the case may be and not black listed by any procuring agency or authority, is invited to participate in full / item rate tender for the following work:

S#	Name of Good/Service	Tender Fee	Completion Time	Earnest Money	Date of Issuance of Bid Documents	Date of Submission of Bids	Purchase From
1.	Procuring Campus Management System (CMS) and Enterprises Resource Planning (ERP) Software for the University	3000/-	06 Months	5%	28-03-2025 To 15-04-2025	15-04-2025 up to 10:00 A.M	(Office of the Purchase & Procurement Officer)

The details and terms & conditions are as under:-

1. The tender documents can be had from above office or can be downloaded from SPPRA website i.e. on EPADS at <https://portalsindh.eprocure.gov.pk> and University website [www.bbsutsd.edu.pk/tenders-notices](http://www.bbsutsd.edu.pk/tenders-notices) on the payment of amount noted above (non-refundable) on any working day except the day of opening of tenders. The sealed tenders on prescribed proforma along with 5% earnest money of offered bid in the form of Pay Order in favour of Director Finance, BBSUTSD Khairpur Mirs are to be submitted in the office of purchase and procurement officer. Tenders will be opened on 15-04-2025 at 11:30 (A.M) in presence of the bidders/representatives. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares holiday the tender shall be submitted & opened on the next working day at the same time & venue. Any Conditional Bid or un-accompanied of the earnest money, tender will not be considered in the competition.

2. The Method of Procurement is Single Stage – Two Envelope procedure (Technical & Financial).
3. The Bidders are required to submit proposals in accordance with the terms & conditions / requirements mentioned in the Bidding Documents.
4. The Bidders must have at least 03 years' experience of same services in any University or large Organization.
5. The Bidders must be registered with tax paying agencies which would be verified through concerned agencies.
6. The Bidders must not be Black Listed by any procuring agency (Affidavit is required).
7. The average Annual Financial Turn-over during last three years shall not be less than thrice the amount of quoted bid of the respective work/service.

***The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended to date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules***

**Purchase & Procurement Officer,  
The Benazir Bhutto Shaheed University of Technology and  
Skill Development Khairpur Mirs  
E-mail: ppo@bbsutsd.edu.pk**

**Checklist (Mandatory Documents required with the Proposal)**

**Before the bidders submit their proposals within the stipulated time mentioned in this RFP document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification.**

<b>S. No.</b>	<b>Checklist Item</b>	<b>Mark (Yes/No)</b>	<b>Remarks</b>
1.	Proof of Certificate of Incorporation or Registration or equivalent		
2.	Proof of NTN Certificate		
3.	Proof of Sindh Revenue Board Certificate		
4.	Affidavit that Contractor/Firm not involve in any litigation with any procuring agency.		
5.	Affidavit that Contractor/Firm have never been blacklisted with any procurement agency		
6.	The method of selection is: Quality and Cost Based Selection Method		
7.	Bid Security Pay-Order/Bank Draft up to 90 days validity from date of advertisement is attached		

# TECHNICAL EVALUATION

TECHNICAL EVALUATION (Mandatory to answer and provide your remarks and feedbacks)

Before the bidders submit their proposals within the stipulated time mentioned in this RFP document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled.

S. No.	Description	Mark (Yes/No)	Remarks/Comments
1	Integration of all requested modules possible i.e., HRMS, TMS & Pay-Roll, CMS, Finance, Procurement.		
2	Customization and scalability: Is it in-house developed product		
3	The application is Web Based?		
4	Dashboard, Analytics & Reporting available?		
5	Self-Service Employee Portal is available in application?		
6	Auto Time tracking and Attendance management via Attendance Machines that are easily available in market		
7	End-to-End Automated Payroll System		
8	Tax standards defined as per Government laws		
9	The offered application is provided on Perpetual License		
10	The solution is hardware neutral (i.e. Can be installed on any server machine)		
11	The solution is Cloud Hosted?		
12	The bidding firm has physical presence in Karachi, Lahore and Islamabad (Office and/or Team)		

# A: INVITATION TO TENDER

## SUBJECT OF THE TENDER:

HIRING OF FIRM FOR Campus Management System, And Enterprises Resource Planning (ERP) Software for the University for The Benazir Bhutto Shaheed University of Technology and Skill Development, Khairpur Mirs

### 1. GENERAL INFORMATION:

- THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS invites sealed technical and financial bids from eligible applicants for the above subject service/s.

### 2. BIDDING DOCUMENTS:

- The bidding documents can be collected from THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Office from (date & time) by sending an email request to (email) or can be collected from office of (THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS office address mentioned below)
- (THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS – Address)

### 3. BID SUBMISSION GUIDELINES:

- The bids should be submitted in two separate envelope
- The envelope containing proposals must be marked as “Technical Proposal” and “Financial Proposal”.
  - The envelope marked as Technical Proposal - Original will contain technical proposal and all associated technical documentation.
- The envelope marked “Financial Proposal” will contain financial quotation with 5% Bid Security/Pay Order.
- The Bid Money Pay-Order must be submitted in a separate envelope attached with the envelope of Financial proposal (Outside of the main financial proposal envelope)
- All the envelopes must be properly sealed and stamped.
- Any mention of proposed financial its figures or details of budget in technical proposal is prohibited and may lead to the disqualification of the bidder.

- RFP REFERENCE NUMBER

Sealed offer should be delivered to

THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS.

On or before **(15-04-2025, 10:00 am)**. Bids received after this time will not be considered.

**4. PRE-BID MEETING:**

- A pre-bid meeting will be held at the THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS, to provide any clarification of points or questions that are raised before the closure of submissions date.

**5. BID OPENING:**

- Bid Opening committee will open technical bids in the presence of bidders at (15-04-2025 @ 10:00) on the closing date of submission. Financial bids will be opened for those bidders, who have qualified the technical evaluation process only.
- All bids received that are not properly marked and sealed as per instructions OR bids received after the indicated deadline for submission will be automatically rejected and will not be considered. Any bid received after deadline date due to delay by courier service will not be considered as well.

**6. BID DISCLAIMER**

- **Any party trying to influence the Evaluation Committee will be automatically disqualified from the competition. Evaluation Committee reserves the right to accept or reject any tender/s without assigning any reason. The decision of the Evaluation Committee will be final and binding on all. If required, the evaluation committee may adopt other suitable evaluation criteria/s as seemed necessary.**
- **This document is not a commitment to purchase order on the part of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS. Bidder/s not completing or not agreeing to the requirements set out in ITB documents will be automatically disqualified from this competition and will not be further evaluated.**

# **B: NOTES TO INTERESTED VENDORS / COMPANIES**

## **Important notes for Bidding Companies for bid submission**

1. Please answer all questions.
2. Supplementary pages may be photocopied and inserted if required.
3. Please retain a copy of your complete submission.
4. If a joint venture is proposed, all companies are to respond to all questions.
5. Documents delivered late will not be considered.
6. Every price that is not clear or is changed should be stamped by bidder.
7. Prices mentioned will not be negotiable nor can be changed

# C: BIDDING DOCUMENT'S RECEIPT

Bidding Company Name\*:

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*\* In case of Joint Venture/Partner the leading Partner details must be provided*

I hereby acknowledge receipt of one set of tender documentation for the above supply.

1. Invitation to Tender
2. Notes to Interested Vendors/Companies
3. Bidding Documents Receipt
4. General Conditions for Bids
5. General Terms and Conditions
6. Scope of work - "CMS & HRMS"
7. List of districts for services
8. Qualifications summary
9. Declaration of eligibility (**On Official Company Letter Head with Sign and Stamp**)

Name:	
Company Name & Address:	
Signature:	
Date and Time:	



# D: GENERAL CONDITIONS FOR BID

## 1. SCOPE:

THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS invites sealed tenders for the services described and summarized in accordance with procedures, conditions and contract terms, scope of work as prescribed in the tender documents as well as in advertisement. THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Committee reserves the right to vary the quantity of services specified in the tender documents without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers without assigning any reason.

## 2. LANGUAGE:

The offers prepared by the bidders and all correspondence and documents relating to the bids by the bidder and THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS shall be written in ENGLISH language only.

## 3. CURRENCY OF BID:

- The offered price should be in Pak Rupees (PKR) only. Prices Offered should be mentioned exclusive of all applicable Government taxes.

## 4. (a) BID SECURITY:

- The bidder shall provide 5% of the total bid amount in form of pay order / demand draft / bank guarantee (refundable) as bid security in favor of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS.
- The Bid Security Pay-Order must be valid for 90 days.
- Failure by the bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the validity of their bid. Bid Security will be returned to unsuccessful bidder once final selection result has been announced. The unsuccessful bidder will be required to submit request for release of bid security on their company letter head.

## 4. (b) Performance Security

- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## 5. VALIDITY OF QUOTATIONS / SELECTION:

- The offered quotation shall remain valid for 90 days from opening date of the bids. The contract should be valid for one year for successful bidder for all the relevant support required for the smooth error-free operations software.

## 6. AMENDMENTS OF SOLICITATION DOCUMENTS:

- At any time prior to the deadline for submission of bids, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, modify the solicitation documents by amendment.
- Any amendment will be published in the same manner as the present ITB or it can also be communicated via email to save time. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BBSUTSD, Khairpur

UNIVERSITY, KHAIRPUR may at its discretion, extend the deadline for the submission of the bids.

**7. RIGHTS OF THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS:**

- Partial, unsealed, incomplete and late bids shall be rejected. Please note that THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS will not be responsible for postal delays in the delivery of the documents or non-receipt of the same.

## 8. TECHNICAL/FINANCIAL QUALIFYING AND SELECTION CRITERIA:

- Applications are expected from financially sound insurers. The main criteria and qualification for admission to the tender are as follows:
  - Be a registered company (Certificate of legal Registrations to be provided).
  - Minimum experience of 10 years in Bidder development.
  - Proven track-record of similar services (references from previous clients, preferably enterprise to be provided).
  - Not be bankrupt.
  - Not to be in situation of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission)
  - Not be declared as serious fault of implementation owing to a breach of their contractual obligations.
  - Quality and Cost Based Selection Method.
    - **Terms of Reference are well defined and quality is prime consideration, while cost is secondary consideration.**

## 9. TECHNICAL AND FINANCIAL EVALUATION CRITERIA

Technical and financial proposals evaluation criteria is hereunder.

The project award criteria will be highest total score based on the following weightage ratio.

• **70 % Technical score and**

• **30 % Financial score**

Technical Evaluation, 70% weightage:

The formulae for determining the Technical score is as following.

Technical marks obtained X 70 / 100

minimum qualifying marks for Technical Proposal 70

Financial Evaluation, 30% weightage

The formulae for financial evaluation is as following. Lowest

financial bid offered X 30 / Financial bid offered

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened. The lowest evaluated Financial Proposal will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:-

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C; and so on.

Financial scoring of the lowest bidder will be = 100

Financial scoring of the second lowest bidder will be =  $(A/B) \times 100$

Financial scoring of the third lowest bidder will be =  $(A/C) \times 100$ ; and so on.

Award of Contract (Contract will be awarded to the Best Evaluated Bid). After Technical and Financial Evaluation, the contract shall be awarded to the consultant with the best evaluated bid, that is, the bid with highest accumulative technical and financial score, wherein, proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 70%, the weight given to the Technical Proposal; F = 30%, the weight given to the Financial Proposal; T + F = 1) indicated as:  $S = St \times T\% + Sf \times F\%$ . The bidder achieving the highest combined technical and financial score shall be declared as winning bidder and shall be awarded contract

**10. TENDER BASIS:**

- All Tender documents must be completed in full; and fulfill the qualifying terms and conditions otherwise the application will be disqualified.
- It is intended by the Tendering Committee to invite tenders for Lump-Sum Contracts/agreements only.
- All bids shall be made in accordance with the Tender Documents including technical specification, and/or service schedule and the draft of the contract intended to sign with the successful applicant.
- All Applicants will receive identical documents, No applicant should add, omit, or changes any, term or condition on original papers.
- Each applicant can make one bid only. More than one financial quote will disqualify vendor.

**11. BID SUBMISSION:**

- The bidders may submit their offers by courier service or by hand and the sealed envelope shall be addressed to:

**THE BENAZIR BHUTTO SHAHEED  
UNIVERSITY OF TECHNOLOGY AND SKILL  
DEVELOPMENT, KHAIRPUR MIRS (old  
National High way)**

Financial and Technical bid in separate envelopes properly sealed (See Bid Submission Guide Lines) shall be placed in a single outer envelope/box clearly marked

**To  
The Secretary Procurement  
Committee The Benazir Bhutto  
Shaheed University of Technology  
and Skill Development, Khairpur  
Mirs Address “RFP Reference  
Number”**

**Note:** if the envelopes are not sealed and not marked as per instructions, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS will not assume responsibility for the bids misplacement or premature opening and may be disqualified from competition. Bids received through courier and delivered by hand will be placed in a sealed tender box placed at THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS.

**12. DEADLINE FOR SUBMISSION OF BIDS:**

- All bids must be received through EPADS at <https://portalsindh.eprocure.gov.pk> by specified under Clause 10 no later than (15-04-2025 up to 10:00 am)

**13. ADDITIONAL REQUESTS / CONDITIONS BY BIDDERS:**

- If a bidder has any queries & requests or any additional communication related to RFP, the bidder shall do all the communication on the following email address any other channel of communication may lead to disqualification of the bidder. (Email address for communication)

**14. LATE BIDS:**

- Any bid received by THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS after the deadline for submission, pursuant to Clause 11 Deadline for the submission of bids, will not be considered for evaluation.

**15. OPENING OF BIDS:**

- THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS will open all sealed bids on (15-04-2025 up to 11:30 pm) in the presence of a Bid Opening Committee formed by THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS and in presence of bidders or their representative/s.

**16. CLARIFICATION OF BIDS:**

- To assist in the examination, evaluation and comparison of bids, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS may at its discretion, ask the bidders for clarification of their bids, where required. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**17. PRELIMINARY EXAMINATION:**

- THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

**18. ARITHMETICAL ERRORS**

- Arithmetical errors will be rectified on the following basis:
  - If there is a discrepancy between words and figures the amount in figure will prevail, if the bidder does not accept the correction of error/s, their bid will be rejected.
  - In case of discrepancy between unit price and total, the unit price shall prevail or the offer may be rejected by the Procurement Committee.
  - In case there is any confusion or clarification required regarding technical documents, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS
  - Trust Committee may request for clarification in writing from the bidder.

**19. AWARD CRITERIA, AWARD OF CONTRACT:**

- THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS reserves the right to accept or reject any bid, and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bid or bidders of the grounds for the THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS 's action.
- Prior to expiration of period of bid/s validity, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS will notify the successful bidder in writing by letter or email that his/her bid/s has been accepted.

**20. PURCHASER’S RIGHT TO VARY REQUIREMENTS AT TIME OF AWARD:**

- THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS reserves the right to increase or decrease the feature or to make split orders of any at the time of issuance of contract.

**21. SIGNING OF THE CONTRACT / PURCHASE ORDER:**

- Within 3 days of receipt of the notification, the successful bidder shall sign and date the contract / Purchase Order and return it to THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS .

**NOTE:**

THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Procurement Committee reserves the right to accept or reject any or all bids thereof without assigning any reasons. The decision by THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Procurement Committee will be final and binding on all.

# E: GENERAL TERMS AND CONDITION

Please note that the General Terms and Conditions for Goods and Services will be an integral part of the Purchase Order and the bidders shall fully comply with the provisions of this document.

## 1. ACCEPTANCE OF CONTRACT:

- This contract may only be accepted by Bidding Company's signing and returning an acknowledgement copy of the contract. Acceptance of this contract shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this contract, including these general terms and Conditions. No additional or inconsistent provisions proposed by Bidding Company shall bind THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS unless agreed to in writing by a duly authorized official of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS.

## 2. PAYMENT

- Payment will be made in Pak Rupees only for completion where request shall be made by the Bidder or any of its authorized representative against formal letter with a single invoice submitted to THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS.
- One invoice is received and approved the THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Finance Department will make payment through cross cheque in the name of Bidding Company within 30 days from the receipt of the invoice.
- Module wise payment structure will follow.
- The applicable tax in accordance of the laws of Pakistan extended by both Provincial and Federal Government shall be mentioned at the time of invoices
- The acceptable procedure for tax deduction as per applicable law in Pakistan. The bidder may submit tax exemption certificate if the applying entity is tax exempted.
- At the time of invoice, the Bidder Company accordingly authorizes THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS to deduct from the bidder company invoice any amount representing such taxes, duties or charges.
- All payments made against purchase will be subject to deductions of withholding tax, as applicable under the Income Tax Ordinance, 2001 and any other law promulgated in this regard by the Federal Board of Revenue (FBR) from time to time.

## 3. INTELLECTUAL PROPERTY INFRINGEMENT:

- The Bidder Company warrants that the use or supply by THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS of the goods/services sold under this Contract/Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Bidder Company shall, pursuant to this warranty, indemnify, defend and hold THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS harmless from any actions or claims brought against THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS or its project offices pertaining to the alleged infringement of a patent, design, trade-name or trade- mark arising in connection with the goods/services under this Purchase Order.

## 4. INTELLECTUAL PROPERTY RIGHTS:

- The THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS only looking forward to acquire user license where the IPR will remain with the bidder company for its software.

**5. RIGHTS OF THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS**

- In case of failure by the Bidder Company to fulfill its obligations under the terms and conditions of this Contract/Purchase Order, including but not limited to failure to obtain necessary services, or to make delivery of all or part of the services by the agreed delivery date or dates, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS may, after giving the Bidder Company reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights.
  - Procure all or part of the goods from other sources, in which event THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS may hold Software Company responsible for any excess cost occasioned thereby.
  - Refuse to accept delivery of all or part of the services.



**6. ASSIGNMENT AND INSOLVENCY:**

- Should the HRIS Software Company become insolvent or should control of the HRIS Software Company change by virtue of insolvency, THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the HRIS Software Company written notice of termination.

**7. USE OF THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS NAME OR EMBLEM:**

- The HRIS Software Company shall not use the name, emblem or official seal of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS for any purpose.

**8. PROHIBITION ON ADVERTISING:**

- The HRIS Software Company shall not advertise or otherwise make public that it is furnishing goods or services to THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS without specific permission of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS in each instance.

**9. TERMINATION OF CONTRACT:**

- The contract with successful bidder will automatically be terminated in case of breach of any of the instructions, terms & conditions mentioned in the ITB documents.

○

**10. SETTLEMENT OF DISPUTES:**

- The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof.
- In the case of dispute, Pakistani courts are exclusively competent and Pakistani Law is exclusively Applicable.

**11. OFFICIALS NOT TO BENEFIT:**

- The Contractor warrants that no official of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**12. AUTHORITY TO MODIFY:**

- Only THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Authorized Official possess the authority to agree on behalf of THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. However, the whole process will be mutually agreed between both parties without any disputes and the impact will be incorporated in the contract as well. This amendment in Contract shall be signed by the Contractor and by the THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS Authorized Official jointly

# F: SCOPE OF WORK

## Bills of Quantity

Sr. No.	Description	Qty	Unit Rate	Amount
<b>Campus Management Solution (CMS) &amp; Enterprise Resource Planning (ERP)</b>				
<b>1</b>	<p><b>Campus Management Solution (CMS)</b></p> <ul style="list-style-type: none"> <li>• CMS Core</li> <li>• Student Admissions Portal</li> <li>• Course Curriculum Management</li> <li>• Timetables Management System</li> <li>• Course Enrollments (Admin / Self)</li> <li>• Attendance Management System</li> <li>• Examination /Result Management System</li> <li>• Outcome Based Education (OBE)</li> <li>• Surveys</li> <li>• Research Thesis Tracking Management</li> <li>• Student Projects</li> <li>• Research Portal</li> <li>• Student Financials Management</li> <li>• Scholarships Management</li> <li>• Student Clearance</li> <li>• Hostel Management</li> <li>• Mess Management</li> <li>• Transport Management</li> <li>• Internship Portal</li> <li>• Student Portal</li> <li>• Faculty Management System</li> <li>• Faculty Portal</li> <li>• QEC Portal</li> <li>• Library Management</li> <li>• Event Management System</li> <li>• Complaints Management System</li> <li>• Feedback System</li> <li>• Document Management System</li> <li>• SMS Integration System</li> <li>• Integrated Modules</li> <li>• Dashboards Reporting</li> <li>• End to End Solution as per customer need.</li> <li>• Source Code is the intellectual property of the BBSUTSD University</li> <li>• The Software Customized as per institute requirements</li> </ul> <p><b>Computer Based Entry Test</b></p> <ul style="list-style-type: none"> <li>• Integration with Online Admissions</li> <li>• Paper Generation (Custom Templates)</li> </ul>	<b>01</b>		

	<ul style="list-style-type: none"> <li>• Result Generation</li> <li>• Dashboard Reporting Module</li> <li>• Integrated Modules</li> <li>• End to End Solution as per customer need.</li> </ul> <p><b>Enterprise Resource Planning (ERP)</b></p> <ul style="list-style-type: none"> <li>• Finance &amp; Accounting</li> <li>• Audit Procedure &amp; Management System</li> <li>• Procurement Management System</li> <li>• Fixed Assets</li> <li>• Vendor Portal</li> <li>• Budgeting and Control Structure</li> <li>• Connect</li> <li>• HR &amp; Payroll System</li> <li>• Inventory Management System</li> <li>• Maintenance</li> <li>• Employee Portal</li> <li>• Fees (API) Integration with banks</li> <li>• Dashboard Reporting Module</li> <li>• Integrated Modules</li> <li>• End to End Solution as per customer need.</li> <li>• Cloud-Based solution with complete maintenance and 01 Year of Technical support, Hosting/Migration and Manage VDS</li> <li>• Complete training for Staff/ End Users/IT Team</li> <li>• Source Code is the intellectual property of the BBSUTSD University</li> </ul>			
<b>2</b>	<b>VDS (Virtual Dedicated Servers) Hosting</b>			
	<p><b>VDS (Virtual Dedicated Servers)</b></p> <ul style="list-style-type: none"> <li>• 8 CPU Cores</li> <li>• 16 GB RAM DDR5</li> <li>• 450 GB NVMe SSD</li> <li>• Managed Server</li> <li>• Unlimited Bandwidth</li> <li>• 2 IPv4 Dedicated IP</li> <li>• 10 IPv6 Dedicated IP</li> <li>• Technical Support, Hosting/Migration and Manage VDS</li> <li>• Complete training for Staff/ End Users/IT Team</li> <li>• 01 Year subscription</li> </ul>	<b>02</b>		
<b>Required Technical Details</b>			<b>Remarks (Filed by Bidders)</b>	
01	What technology stack is the ERP system built on? (e.g., .NET, Python, PHP, Java, etc.)			
02	What database does the system use? (e.g., MySQL, PostgreSQL, SQL Server, etc.)			
03	Is there built-in support for data migration from our existing systems			
04	What backup and disaster recovery measures are in place			

## 1. ADDITIONAL FEATURES

- Flexible organizational structure
  - Setting up multiple companies, divisions, departments, locations etc.
- Comprehensive employee profiles:
  - Capture contact details, next of kin, photos, education, qualifications, career history, etc.
- Full employment records:
  - Manage multiple employment contracts and assignments, and track career history
- Multiple working-time patterns:
  - Cope with part-time workers and multiple shifts management
- Training management:
  - Plan, allocate, record and track requested and delivered development activities and the associated costs
- Compensation records:
  - Keep a full history of all the elements, including base salary, bonuses, benefits and pension status; import pay slips; and exchange data with payroll systems
- Record assets:
  - Keep track of company laptops, mobile phones etc.
- Legislative compliance:
  - Dedicated screens for grievance & disciplinary, health & safety etc., with alerts and notifications
- HR portal & social workspaces:
  - Share documents, announcements and links. Invite feedback and tailor to different groups of employees
- Document management:
  - Upload or generate personalized documents, such as contracts or salary awards, with the option of document tracking
- Dedicated dashboards and reports:
  - Fast access to key information, such as headcount, demographics and turnover
- On Premises (Cloud based) Solution:
  - Fully deployed on premises (Cloud Based) solution for internal use with flexibility to be connected on internet.
- Time Management System:
  - Capable of getting linked with biometric devices for Time Management, Attendance Marking, Shift scheduling etc.

# G: Technical Forms

*(In Case of Joint Venture / Partner; all partners have to provide the relevant information in technical forms)*

## 1. TECHNICAL FORM 1: BID SUBMISSION LETTER

To:

Secretary Procurement  
BBSUTSD, Khairpur

Sir,

We, the undersigned, offer to provide the services for development of Procuring Campus Management System (CMS) and Enterprises Resource Planning (ERP), **Pay-roll and Financial Management System** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is six (06) calendar months from the date of advertisement.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of

Signatory: Name of Firm:

## TECHNICAL FORM 2: FIRM AND BIDDER ELIGIBILITY/QUALIFICATION CRITERIA

(Based on scoring method)

### Technical Evaluation Criteria

After qualifying mandatory qualification requirements as per Section-I (I) and keeping in view the complexity of the project works, criteria for qualification has been evolved as mentioned below:

Sr.#	Category	Weightage/Marks
i.	General Capabilities	15
ii.	Financial Soundness	15
iii.	Certification	10
iv.	Experience Record	25
v.	Personal Capabilities	15
vi.	Understanding of the Project	20
<b>Total:</b>		<b>100</b>
<b>Passing Marks (Min)</b>		<b>70</b>

### 1. GENERAL CAPABILITIES

Sr.#	Description	Marks Assigned	Criteria for Marks Obtained
a)	Overall Company Profile	5	a) No marks will be given if profile is not provided. b) 5 marks will be given for relevancy of profile.
b)	Litigation History in which Decision has been given against the firm(s)	5	a) No marks in case of original affidavit is not attached. b) 05 marks will be given In case the firm is not involved in any litigation.
c)	Office in Karachi, Lahore and Islamabad	5	a) 5 marks only.
Total Marks Allocated			15

## 2. FINANCIAL SOUNDNESS

Sr.#	Description	Marks Assigned	Criteria for Marks Obtained
a)	Bank Statement/ Certificate (Evidence in Original or True Certified copy from Guarantor Bank)	2	a) No marks if Bank Statement/ Certificate not attached or Bank True Certified Copy. b) Bank Statement/ Certificate 2-Marks.
b)	Audited Balance Sheet for at least last Two (02) years audited by reputable charter accountant firm	3	a) No marks will be given if Audited Balance Sheet are not attached. b) 3 marks will be given if Audited Balance Sheet are attached.
c)	Average turnover in last Three (03) years	10	a) 5 Marks are given if the available average turnover for last three years is equal to 25 Million. b) For the capital less than 25 million use following weightage: $5 \times (A/25)$ c) For the capital more than 25 million but less than 30 million use the following weightage: $5 + ((A-25)/15) \times 5$ A = Average turnover in last three years. d) Full marks are given in case of limit is 30 million or more.
Total Marks Allocated			15

### 3. CERTIFICATION

Sr. #	Description	Marks Assigned	Explanation for Marks Obtained
a)	Pakistan Software Export Board (PSEB) Certification	10	a) No marks will be given if the firm is not having no PSEB Certification. b) 10 Marks for PSEB Certification.
Total Marks Allocated			10



#### 4. EXPERIENCE RECORD

Sr. #	Description	Marks Assigned	Explanation for Marks Obtained
a)	No of years of incorporation	5	a) No marks will be given if the firm does not attach resignation/ incorporation certificate. b) No marks for incorporation less than 3 years. c) 2 marks for incorporation between 3 and 5 years. d) 3 marks for incorporation between 5 and 7 years. e) 5 marks for incorporation above 7 years.
f)	No. of Software Development/ MIS Implementation related projects, completed or in Hand in last Five (05) years in any Govt. Department or Private sector (Work order must be attached)	10	a) 2 marks for Each Project. Documentary evidence required. (Max 10 Marks)
g)	No. of Consultancy projects (Fully out sourced) related to automation of business process/BRP, completed or in Hand in any Govt. Department or Private Sector (Work order must be attached)	10	a) 5 marks for Each Project. Documentary evidence required. (Max 10 Marks)
Total Marks Allocated			25

## 5. PROJECT PERSONNEL CAPABILITIES

Sr.#	Description	Marks Assigned	Explanation for Marks Obtained
a)	<b>Lead Consultant/ Team Lead</b> Qualification, Certification & Experience of the Project Manager for Similar Nature Technology Projects.	5	a) 05 marks will be given for Project Manager with IT/Computer Science/Software Engineering Degree, Certification and Experience of more than 10 years. b) 03 marks will be given for the Project Manager with IT/Computer Science/Software Engineering Degree, Certification and Experience 7-10 Years.
b)	Experience of the staff assigned for the Project Execution & Service Delivery.	10	At least 2 IT/CS/SE qualified resources should be in the team besides Project Manager for the Project. a) No marks for allocated resources with experience less than 3 years. b) 5 marks for each allocated resource with experience above 3 years. (max = 10 marks)
Total Marks Allocated			15

## 6. UNDERSTANDING OF THE PROJECT

Sr.#	Description	Marks Assigned	Explanation for Marks Obtained
a)	Proposed Methodology & Work Plan	10	a) Project Plan - 3 Marks b) Methodology / Approach - 3 Marks c) QA Plan – 2 Marks d) Technical/ Advisory Services Plan - 2 Marks
b)	Presentation & Understanding of the project	5	Excellent- 5 Marks Average- 2 Marks Below Average- 0 Marks
c)	Clarity and Completeness of Technical Proposal	5	Incomplete Proposal = 0 Marks 5 Marks will be given only if all required forms, documentary evidence, brochures, etc. are attached with the technical proposal.
Total Marks Allocated			20

**TECHNICAL FORM 3: CLIENT REFERENCE**

<b>Reference 01</b>	<b>Response &amp; Remarks</b>
Company Name	
Contact Name and Title	
Company address/phone	
Industry	
Application/Modules installed	
Comments	
<b>Reference 02</b>	<b>Response &amp; Remarks</b>
Company Name	
Contact Name and Title	
Company address/phone	
Industry	
Application/Modules installed	
Comments	
<b>Reference 03</b>	<b>Response &amp; Remarks</b>
Company Name	
Contact Name and Title	
Company address/phone	
Industry	
Application/Modules installed	
Comments	

**TECHNICAL FORM 4: PROJECT RESOURCE PROFILING**

Profile				
Name of Staff	Area of Expertise	Position Assigned	Full Time/Project based	Level of Involvement (%)

**TECHNICAL FORM 5: PROJECT KEY RESOURCE RESUME (Maximum 3)**

Proposed Position	
Name of Staff	CNIC#
Date of Birth	Age:
Nationality/Origin	No of Year with Company
Educational Qualification:	
Membership in Professional Societies:	
Employment Record	
Relevant Work Experience	
Certifications:	
I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me my qualification and my experience.	
Signature of Candidate	Signature of the Authorized Representative of the firm
Date:	
Email and Contact Number	

**Note:**

THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS reserves the right to demand the documented proof of all relevant degrees and certificates mentioned.

## Financial Proposal Form 1

To:

Secretary Procurement Committee  
THE BENAZIR BHUTTO  
SHAHEED UNIVERSITY OF  
TECHNOLOGY AND SKILL  
DEVELOPMENT, KHAIRPUR  
MIRS  
Pakistan  
Email: [ppo@bbsutsd.edu.pk](mailto:ppo@bbsutsd.edu.pk)

Sir,

We, the undersigned, offer to provide the services for Development & deployment of Campus Management System, And Enterprises Resource Planning (ERP) Software for the University for The Benazir Bhutto Shaheed University of Technology and Skill Development, Khairpur Mirs in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal sealed under a separate envelope. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is eight (08) calendar months from the date of advertisement.

We understand you are not bound to accept any proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name

of Firm:

## Financial Proposal Form 2

Breakdown of Cost by Activity:

Bidders shall submit their financial proposal according the format given below

<b>Sr. No</b>	<b>Description of Deliverable/ Services</b>	<b>Quoted Price</b>	<b>Total</b>
<b>01</b>	Procuring Campus Management System (CMS) and Enterprises Resource Planning (ERP) Software		
	<b>Sub-total excluding Taxes</b>		
	<b>Taxes (GST/Service Tax)</b>		
	<b>Total including Taxes</b>		

**Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of 20\_\_\_\_\_ between THE BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT, KHAIRPUR MIRS (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain services, viz., **Development & deployment of Campus Management System, and Enterprises Resource Planning (ERP) Software for the University for** The Benazir Bhutto Shaheed University of Technology and Skill Development, Khairpur Mirs has accepted a bid by the Supplier for the solution of those services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications.
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the services/Solution and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## Integrity Pact

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

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Contract Title: \_\_\_\_\_

[Name of Supplier/Contractor/Consultant] 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 Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of 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 Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA. [Procuring Agency] [Supplier /Contractor/Consultant]

\_\_\_\_\_  
[Procuring Agency]

\_\_\_\_\_  
[Supplier /Contractor/Consultant]