

TENDER DOCUMENT

Contract of Cafeteria Services

at

Khwaja Fareed University of Engineering and Information
Technology Rahim Yar Khan

Tender Price Rs:1000

Last Date of Submission: _____

For Office Use Only

Serial No _____

Sold to _____

Date of Sale _____

Bank Challan No _____

Date _____

1. Overview

Khwaja Fareed University of Engineering & Information Technology, Rahim Yar Khan intends to establish a cafeteria. This document provides complete instructions for contractors intending to participate in this Tender

2. Instructions for Bidders

- a. Single Stage Two Envelop procedure will be required for participation in the bid.
- b. All bids must be submitted by filling the Annex "A". Bidder must use the same numbers and labels used in this Request for Proposal.
- c. The Original Tender document duly signed and officially sealed by the bidder must be submitted in whole with proposal. Any conditional, ambiguous, incomplete supplementary or revised offer after the opening or tender shall not be entertained.
- d. Any queries regarding this proposal should be directed to the designated Technical Contact Person listed below.

Dr. Zaheer Ahmad, Tel +92 3007824900, Email: zaheer@kfueit.edu.pk

- e. Tenders shall be delivered at the address given below.

Director Procurement

Khwaja Fareed University of Engineering & Information Technology

Abu Dhabi Road, Rahim Yar Khan

Tel. 068-5882420,0685882464

Brief Introduction of the Contractor / Company

Sr.	Factors	Description
1	Name of the Company / Contractor :	_____
2	Date of Establishment :	_____
3	Corporate Status :	_____
4	Owner / Proprietor / MD / CE Name :	_____
5	CNIC No. :	_____
6	Mailing Address :	_____
7	Contact No(s). :	_____
8	Cell No(s). Fax No(s).	_____
10	Email Address :	_____
11	NTN No. :	_____
12	GST No.	_____
13	Bank Name & Account No. (for which statement is enclosed) :	_____
14	Attachments: :	a) Attested copy of valid NTN & G.S.T Certificate; b) Affidavit that company had never been black-listed; c) Copy of 'Bank Statement' of last 6 months or copy of 'Financial Soundness' certificate d) List of Clients with contact person (regular and occasional)

Company's Stamp

Signature

SECTION I SUMMARY OF TERMS & CONDITIONS OF CONTRACT FOR RUNNING A CAFETERIA AT KFUEIT

Terms and Conditions of the Tender

1. Eligibility Criteria

Bidder should have at least 3 years satisfactory experience of providing cafeteria service in hotels/guest houses of reputed training or educational institutes of government. **(Please enclose proof)**

Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and undisputed liability.

The Contractor will employ adequate number of staff (should be of 18 years & above age in order to avoid / discourage child labor) in order to maintain efficiency to standard desired by the KFUEIT.

2. Documentation

The bidder shall furnish, as part of its tender offer, documents establishing the bidder's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the vendors qualifications to perform the Contract, shall establish to KFUEIT satisfaction that the vendor is eligible as per the criteria outlined in the Eligibility Criteria at Para 1 above.

3. Earnest Money Deposit

Bidder must submit Earnest Money Deposit for Rs.15,000/- (Fifteen Thousand only/-) in form of an Demand Draft in favour of Director Procurement, KFUEIT, will returned to the Bidders who could not qualify bid.

4. Preliminary Scrutiny

The University will scrutinize offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The University may, at its discretion waive off any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and University the right for such waivers.

5. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, University may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder may be required to give presentation on the proposed offer.

6. Technical inspection and Performance Evaluation

University reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of the offers made by short listed bidders on the given evaluation proforma & percentage of weight age already assigned. This may also include site visit of the current engagement of the bidders.

7. Verification

The University reserves the right to verify any or all statements made by the vendor in the tender document and to inspect the vendors facilities, if necessary, to establish to its satisfaction about the vendors capacity to perform the job

8. No Commitment to Accept Lowest or Any Tender

The University shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including incomplete offers without assigning any reason what so ever. University reserves the right to make any changes in the terms and conditions of the work. University will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

9. Short listing of Bidders

The University will create a shortlist of technically qualified bidders and the commercial offers of only these bidders will be opened. After opening Commercial Offers of the short listed tenders, if there is a discrepancy between word and figures, the amount indicated in words will prevail.

10. Resolution of Disputes

The University and the vendor shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days, from the commencement of such informal negotiations, University and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration. The Vice Chancellor, KFUEIT, shall appoint a sole Arbitrator for the dispute who will not be related to the contract and whose decision shall be final and binding and cannot be challenged in any court of law.

11. Duration of Contract

The contract will be for a period of **1 Year**. It can be extended by mutual agreement. Management reserves the right to **Terminate** the contract at any time on **one month prior notice**. However, the contractor will give **03 month** notice in writing if he desires to vacate the canteen before the expiry of the contract. If extension is allowed by the university, 15% increase in Monthly rent fee of previous year is applicable.

12. Income Tax may be deducted at source as per rules.

13. Penalty

Quality Control Committee for Cafeteria will be nominated by KFUEIT to inspect and oversee functioning of Canteen with a view to ensure hygiene and sufficient service in the canteen. In case there are repeated failures or lacuna noticed by the Committee due to failure of Contractor, the Secretary / Chairman of the Committee can impose a fine up to Rs. 2,000/- at one time to be recoverable from Contractor by issuing a Challan.

14. Rent

The Monthly **Rs. 25,000/-** (Rupees Ten Thousands Only), Rent / Charges must be deposited, with the KFUEIT on the date approved by the Competent Authority in the Contract, by the Contractor

15. Timing

The Canteen shall be opened for catering during office hours on all working days. The working hours presently are from 07.00 am to 8.00 pm. The Canteen will also remain functional on 7 days a week. In case the Canteen is to be opened on holidays and kept open beyond office hours, the KFUEIT has the option to direct the Contractor to do so and permission to do so would be specific.

16. Disqualification

The contractor will not be allowed to sub-let the work to any other firm(s) / person(s) or contractor(s). This act leads to prompt disqualification of the contract

17. Rate

The rates of food items will be decided by the university, and the service provider will be bound to sell the food items on the rates decided by the university. The service provider will also sign a undertaking on stamp paper of Rs:100/- to assure his bindings towards the rates of items to be sold at Cafeteria. The approved rates will be displayed at the cafeteria by fixing a fit board for information of customers.

18. Govt. Employees

The Govt. employees are not allowed to participate in Tenders.

19. Other Issues

The University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to faculty, officers, staff and students in their personal capacity, which will be wholly to the risk of the Contractor.

Arrangements at Cafeteria by Contractor:-

The contractor shall provide, inter-alia, the following services in the Campus cafeteria on an on-going basis:-

1. The contractor shall provide cooking raw materials as per the standard quality certification and comply with regulations of Food Safety and Standards Authority i.e Punjab Food Authority wherever applicable.
2. To provide cafeteria services in the main cafeteria as well as other units like Administrative Block, Faculty and any other such unit which is set up subsequently.
3. The cleanliness and hygiene of the working and cafeteria area including its surroundings will be the sole responsibility of the contractor. The contractor will also ensure that the manpower engaged will maintain requisite standards of personal hygiene. All the cafeteria staff including the stewards/bearers will wear distinct uniform. All the staff employed by the contractor will be required to provide medical fitness certificate from time to time.
4. Rate List will be displayed all the time prominently on the notice board of the cafeteria and its constituent units Menu items would be provided as per the displayed rate list. The University would constantly monitor quality and price of the items provided.
5. Contractor shall ensure to arrange the cooking oil, utensils (both cooking & serving), and other materials required for serving. The contractor shall also arrange for standard/better quality cutlery.
6. Contractor shall equip the kitchen with cooking stoves, refrigerators, insect repellants and other gadgets required for smooth provision of services in the cafeteria.
7. It will be the responsibility of the contractor for removal and proper disposal of waste material, garbage etc. from the Cafeteria.
8. The contractor shall keep adequate stock of cooking materials/food ingredients of acceptable standard at least for one fortnight and he shall procure seasonal fruits on daily basis.
9. The contractor would also be required to make arrangements for organizing special lunch/dinner/high tea etc. for occasions such as seminars/symposium/conferences/related activities organized by different departments of University.
10. The electricity consumption charges as per actual consumption would be payable by the Canteen Contractor.
11. The contractor or any of his employees will not reside in the campus at night.

Facilities provided by University to Contractor at Cafeteria:-

Following facilities will be provided free of cost by the KFUEIT and contractor will be responsible for proper handling and safe custody. Repair and maintenance of the below equipments will be carried out by the Contractor at any cost . Contractor will not claim any reimbursement of expenses on this account

- 1- Cafeteria (premises);
- 2- Water facility;

Section II. Bidding Data Sheet

A. General	
	The Procuring Agency is: <u>Director Procurement Khwaja Fareed University of Engineering and Information Technology Rahim yar Khan</u>
	The name and identification number of the Contract is: <u>Provision of Cafeteria/Catering Services in KFUEIT</u> Bid / Contract Number No:
	Service provider shall provide affidavit/undertaking that it is not blacklisted by any government or private institute. A list of debarred/blacklisted firms is available at PPRAs website: www.ppra.punjab.gov.pk
B. Bidding Documents	
	The number of copies of the Bid to be completed and returned shall be: <u>One (1) original, and one (1) copy</u>
C. Preparation of Bids	
	This document has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
	The bidding document to be submitted shall comprise of following: 1. <u>Technical proposal:</u> a. Power of Attorney to sign the Proposal b. Tech-1 c. Tech-2 d. Tech-3 e. Tech-4 f. Tech-5 g. Tech-6

	<p>2. Financial proposal: (Financial offers will be in term of monthly rent competitions.</p> <p>3. FIN-1</p> <p>4. Bid Security;</p> <p>5. Undertaking/affidavit to certify service provider is not blacklisted by any government or private institute</p> <p>6. and any other materials required to be completed and submitted by bidders</p>
	<p>Technical and Financial Proposals shall be sealed separately, both enclosed in one common envelope.</p> <p>The currency used for the purpose of this document is: <u>PKR (Pakistani Rupees)</u></p>
	<p>The period of Bid validity shall be 60 days after the deadline for Bid submission specified in the BDS.</p>
	<p>The Bidder shall provide Bid Security in the shape of :</p> <p><u>CDR, Demand Draft, Pay Order or Bank Guarantee</u></p>
	<p>The amount of Bid Security shall be PKR 15000/-</p>
	<p>Alternative bids are not permitted.</p>
<p style="text-align: center;">D. Submission of Bids</p> <p>The Procuring Agency's address for the purpose of Bid submission is</p> <p><i>Director Procurement</i></p> <p><i>Khwaja Fareed University of Engineering and Information Technology, Abu Dhabi Road, Rahim Yar Khan</i></p> <p>Country: <i>Pakistan</i></p> <p>Telephone: +92 (68) 5882420</p> <p>Electronic mail address: <u><i>dp@kfueit.edu.pk</i></u></p>	

For identification of the bid the envelopes should indicate:

Contract: **Provision of Cafeteria/Catering Services in KFUEIT**

Bid / Contract Number: _____

The deadline for submission of bids shall be **18th July 2017 till 11:00 am**

The bidder shall **NOT** have the option of **submitting** their **Proposals electronically**

CRITERIA FOR AWARD OF TENDER

The license will be awarded only on the basis of combined high ranking/marks obtained from technical evaluation, and further offering of high monthly rates in Financial proposal.

E. Bid Opening and Evaluation

<p>Bids will be opened at 11:30 am of the same day 18th July 2017 at the following address: <u>Khwaja Fareed University of Engineering Abu Dhabi Road Rahim Yar Khan</u></p> <p>1. <u>Mandatory Prerequisites/Basic Eligibility:</u></p>	
<p>It is mandatory for the bidders to provide below mentioned documents to be considered for further evaluation.</p>	
Sr.	Description
01	<p>Bidder should be a firm/Company, Joint Venture of companies, Consortium. (Bidders as individuals shall not be entertained)</p> <p>Certificate of Incorporation/registration as a legal entity (i-e company/partnership/sole proprietorship etc.</p> <p>For verification documents required to be attached</p>
02	<p>Copy of Registration with FBR/PRA and proof of tax submission since Incorporation/registration</p> <p>For verification documents required to be attached</p>
03	<p>A certificate/affidavit that firm is not black listed by any private/public organization in Pakistan.</p> <p>For verification documents required to be attached</p>
04	<p>The bidder must have the annual turnover of Rs. 05 million per year</p> <p>The bidder must have at least 3 food related business outlets in Pakistan</p>

The Service Provider must have net worth of Rs. 5 million.

For verification documents required to be attached

Bidders need to get at least **65 marks** to qualify for the financial proposal opening.
Copies of all the required documents shall be submitted:

Criteria and point system for the evaluation of the Technical Proposals
Evaluation Criteria

Sr	Category	Marks
i.	Relevant Experience (No. of Outlets) Documents must attach for necessary verification	30
ii.	Quality of Methodology, Work Plan, Quality of Ingredient of the meals be provided by the service provider Documents must attach for necessary verification	20
iii.	Professional and Technical Experience of Team Documents must attach for necessary verification	20
Iv	Annual Turnover Documents must attach for necessary verification	05
V	Financial Strength(Bank statements for 1 Documents must attach for necessary verification	05
VI	Demonstration (Presentation, Dressing, Cleanness, Taste and Quality of Food & Crockery):	20
		100
		65

(i) **Relevant Experience:** [30
 Points]

The bidder is required to provide the details of 3 most relevant (involving running cafeteria/catering services in public/private sector or as outlet) and best projects undertaken in the last 5 years. The procuring agency shall evaluate the aforementioned projects on the basis of their similarity, methodology, quality and output. The procuring agency may require additional information or request visit of the site by its technical team, if deemed necessary.

(ii) **Quality of Methodology, Work Plan :**

[20 Points]

The bidder shall submit working methodology, work plan and time schedule for completion of the required services. The procuring agency shall evaluate the methodology on following parameters:

- Working methodology is clear and responds to TORs: 05 Points
- Time Schedule is aligned with the timelines of project 05 Points
- Sufficient staff is available to carry out execution on intended scale 05 Points
- Quality of Ingredient of the meals be provided by the service provider Points 05 Points

(iii) **Professional and Technical Experience of proposed staff in carrying out the operation and Maintenance of Cafeteria** *[20-Points]*

(iv) **Annual Turnover** *[05-Points]*

(v) **Financial strength to execute the contract** *[05-Points]*

The bidder is required to provide details of Total Assets and Total Revenue and bank statement for last 3 years. The procuring agency will evaluate the financial strength of company. Bidder with sufficient financial muscle will be awarded full points.

(vi) **Demonstration (Presentation, Dressing, Cleanness, Taste)** [20- Points]

The bidder will submit the certificates of different organizations as a proof of his excellence in the relevant field.

Evaluation Summary
Technical Scores/Ranking

Criteria	Total Score	Obtained Score
Experience One year experience 10 Score Two Year experience 20 Score Three Year experience 30 Score	30	
Methodology/Work Plan Methodology is clear 05 Score Time schedule is aligned with time line of project 05 Score Sufficient staff 05 Score Quality of ingredients of meal 05 Score	20	
Professional & Technical Experience of Staff Cafeteria Supervisor 05 Score Head Chef 05 Score Cafeteria Workers 01 worker= 01 Score 05 Score Tandoorchi & Dishwasher (2.5+ 2.5) 05 Score	20	
Annual Turnover Certified Document 05 Score	05	
Financial Strength Attested bank statement 05 Score	05	
Demonstration, Presentation, Dressing ,Cleanliness, Taste Certificate from one organization 05 Score Certificate from two organizations 10 Score Certificate from three organizations 15 Score Certificate from four organizations 20 Score	20	
Total score^a	100	
Rank		

	Bidders must state the Earliest Event Time time-period for transfer of cafeteria back to procuring agency.
	F. Award of Contract
Last	Expected date and address for Award of Contracts: week of July, 2017 <i>Address: Khwaja Fareed University of Engineering & Information Technology</i>
	<i>Abu Dhabi Road, Rahim Yar Khan</i> Expected date for the commencement of the Services:

Ten (10) days after Award of contract.

<p>The Performance Guarantee acceptable to the Procuring Agency shall be in the attached standard form and amounting PKR 2,000,00 in shape of CDR, Demand Draft, Pay Order or Bank Guarantee which shall be discharged to the bidder not before the successful completion of the Contract</p>

Section III. Bidding Forms

Standard Bidding Forms shall be used for the preparation of the Technical and Financial Proposal according to the instructions provided in Section II

{Notes to Bidders shown in brackets { } throughout Section III provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

TECH 1: Technical Proposal Submission Form

[date]

To: Director Procurement, KFUEIT, Rahim Yar Khan.

Abu-Dhabi Road, Rahim Yar Khan

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated (insert date here) _____. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelop

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)*]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, .
.
- (c) We meet the eligibility requirements as stated in Term & conditions, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per term & condition

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives. Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Service Provider (company's name)

Address:

Contact information (phone and e-mail):

TECH 2: Bid Security

*(Bid Security to be furnished by the Bidder in the amount specified in Data sheet in **the form of Demand Draft, pay order or CDR or Bank Guarantee**)*

TECH 3: Team/Staff Composition

{ Please describe the structure and composition of your team/staff, including the list of the Experts and administrative support staff. }

	Name	Position	Years of Experience (General)	Years of Association with firm	Proposed Salary	
EXPERTS/COOK						
1	{e.g., Mr. Abbbb}	Head Cook/Master Chef	[6 years]	[1 year]		
2	{e.g., Mr. Abbbb}	[Waiter]				
3						
4						
Administrative/support staff						
1	{e.g., Mr. Abbbb}	{Supervisor}	5 years	2 years		
2						

TECH 4: Approach, Methodology, and Work-plan

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your working methodology:

a) Approach and Methodology

b) Work Plan }

a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client),. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. }

TECH 5: Organization and Experience

1. Individual

Bidders or

Individual

Members of

Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of relevant Services performed in five years, in the currency specified in the BDS: *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a **similar nature and volume over the last three years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Name of client and country	Type of Services provided (brief description) and year of completion	Duration	Value of contract
{e.g., Ministry of}	{e.g., "Improvement quality of..... ": designed master plan for rationalization of ; }	e.g., Jan.2011– Apr.2012} – 15 Months	{e.g., PKR 3 mill}

1.4 **Description of equipment** proposed for carrying out the Services. List all information regarding equipment required in Section V (Specification)/ Annexure B.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.4 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment,
- shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS.

CHECKLIST OF FORMS

Required (√)	FORM	DESCRIPTION	<i>Page Limit</i>
√	TECH 1	Technical Proposal Submission Form.	<i>N/A</i>
“√” If applicable	TECH 1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	<i>N/A</i>
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture/consortium, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	<i>N/A</i>
√	TECH 2	Bid Security Form	<i>N/A</i>
√	TECH 6	Firm’s Organization and Experience.	<i>N/A</i>
√	TECH 4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>N/A</i>
√	TECH 5	Work Schedule and Planning for Deliverables	<i>N/A</i>
√	TECH 3	Team Composition, Key Experts, admin staff etc	<i>N/A</i>

FIN 1: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is more than the amount mentioned *in the Data Sheet, which is PKR_____* The amount can be adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2} Our Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FIN 2: Financial Model

Rent decided by the Procuring Agency	Rate Offered by Service provider	Validity	Term Of Contract
25000 Per Month		60 Days	01 Year

FIN 3: Breakdown of Costs

A. HR Cost (???)						
Sr. #	Description of Staff	No. of Staff	Service period (Months)	Minimum Salary per worker per month (Rs.)	Total Rate per worker per month (inclusive of all taxes, and Insurance) (Rs.)	Total Cost for 1 Year (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(6)x (4) x(3)
1	Supervisor		12			
2	Cook		12			
3					
B. Equipment Purchased (whether it is required or not)						
Sr. #	Description of Equipment (Purchased)	Quantity Purchased	Cost per Unit (Rs)	Total Cost per Unit (Inclusive of all Taxes) (Rs.)	Total Cost (Rs)	
(1)	(2)	(3)	(4)	(5)	(5)x(3)	
1	<Equipment Name>					

Letter of Acceptance

[Letterhead paper of the Procuring Agency]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Time period (EET) of *[in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

We accept that *[name proposed by University]* be appointed as the Arbitrator

or

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Procuring Agency]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely,

[name of Service Provider] and *[name of Service Provider]* (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for time period of.....;
- (c) the Employer has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
 - (b) the Special Conditions of Contract;
 - (c) the General Conditions of Contract;
 - (d) the Scope of Services;
 - (e) Performance Specifications and Drawings;
 - (f) Annexures; and
 - (g) the Service Provider's Bid.
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments, if any, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section A: General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

- a) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed on Form of Contract of such signed Contract;
- b) “Employer” means the party who employs the Service Provider.
Also referred as procuring agency in the contract
- c) “GCC” means these General Conditions of Contract;
- d) “Government” means the Government of the Punjab;
- e) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- f) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- g) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- h) “Service Provider’s Bid” means the completed bidding

document submitted by the Service Provider to the Employer

- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C

(scope of service) ; in the Service Provider's Bid and annexures.

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 binding 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 registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix D and E, in the specifications listed in Appendix F-I, and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Inspection and Audit by the Procuring Agency The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

1.7 Taxes and Duties The Service Provider, and their Personnel shall pay under the Applicable Law such taxes, duties, fees, and other impositions as may be levied

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 Services

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

2.2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date 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 2.6, the Service Provider shall complete the activities by the Intended Completion Date, **specified in the SCC of this contract and EET in bid proposal**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 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.

2.5.2 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.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within ten

- (a) (10) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer 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, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement 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 bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency 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.

**2.6.2
TerminationBy
the Service
Provider**

The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Employer. such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within Thirty days (30) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope, 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 Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service

Provider

Not to

Benefit

from

Commissio

ns and

Discounts.

The remuneration of the Service Provider pursuant to Clause 6

shall constitute the Service Provider's sole remuneration in

connection with this Contract or the Services, and the Service

Provider 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 Services or in the

discharge of their obligations under the Contract, and the Service

Provider shall use their best efforts to ensure that the Personnel,

and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service

The Service Provider agree that, during the term of this Contract **Provider** and after its termination, the Service Provider and its affiliates, as **and** well as any Subcontractor and any of its affiliates, shall be **Affiliates** disqualified from providing goods, works, or Services (other than **Not to be** the Services and any continuation thereof) for any project resulting **Otherwise** from or closely related to the Services.

Interested in Project

3.2.3 Prohibition of Conflicting Activities Neither the Service Provider 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 Service Provider 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 service provider 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 Service Provider, and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall **Taken** 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 Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

Actions Requiring Employer Prior Approval

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

The Service Provider shall submit to the Employer the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

3.6 Documents Prepared by the Service Provider to Be the Property of Employer All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all the such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages defined in the SCC. The Service Provider shall pay liquidated damages to the Employer 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. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-Payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages.

3.8.3 Lack of performance Penalty If the Service Provider has not corrected a Defect within the time specified in the Employers notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in the SCC

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer at the time of signing the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Personnel are described in Scope of services and Appendix B.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the parties

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix D. Responsibility for cleaning site free from all encumbrances for construction activity shall be decided between service provider and Procuring Agency at the time of award of contract. Failure to provide a clear-site is a compensation event

Payments to the Service Provider

- 6.3 Payment for Additional Services** 6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided in Appendix C.

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC and scope of services.**

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. The building defects liability period is 4 months, starting from date mentioned on "Completion Certificate".

7.2 Correction of Deficiencies, and Non-Performance Penalty

- (a) The Employer shall give notice to the Service Provider 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 Service Provider shall correct the notified Deficiency within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Employer's notice, the Employer will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-

Performance calculated as described in Sub-Clause 3.8.

Section B. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator/Arbitrator is: <u>As Nominated by the Vice Chancellor</u>
1.1(b)	The contract name is: <u>Provision of Cafeteria and Catering Services in KFUEIT,RYK</u>
1.1(e)	The Employer is : <u>Khwaja Fareed University of Engineering & Information Technology</u> <u>Rahim Yar Khan</u>
1.1(j)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	<p>The addresses are:</p> <p style="text-align: center;"><u>Director Procurement, Khwaja Fareed University of Engineering and Information Technology, Abu Dhabi</u></p> <p>Employer: <u>Road Rahim Yar KhanUnit,</u></p> <p>Attention: <u>Director Procurement</u></p> <p>Tel: _____</p> <p>Email: <u>dp@kfueit.edu.pk</u></p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Email: _____</p>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.3	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Director Procurement</u></p> <p>For the Service Provider: _____</p>
1.4	<p>The date on which this Contract shall come into effect is _____.</p>
1.5	<p>The Starting Date for the commencement of Services is _____.</p>
1.6	<p>The Intended Completion Date is:</p> <p><u>As proposed by the service provider in his accepted bid as Earliest event time (EET).</u></p>
1.7	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
1.8	<p>The liquidated damages rate is <u>0.1%</u> per day</p> <p>The maximum amount of liquidated damages for the whole contract is <u>PKR 200,000 (performance security submitted in form of CDR/PO/DD/Irrevocable Bank Guarantee).</u></p>

Section C: Scope of Services

1. Background:

Southern Punjab where Rahim Yar Khan is located, and is a major city and industrial hub of the region, borders areas of Balochistan and Sindh that are similarly deprived in terms of facilities for higher education in science and technology. Students from the region had to travel hundreds of miles to get engineering and technology education, even when they would be lucky enough to get admission in the face of high competition on limited seats in the public sector engineering universities of the province. Hence, establishment of an Engineering University in the city had been a long standing demand of the people of Rahim Yar Khan. Successive governments over the years had been making unfulfilled promises on this account. However, Mian Muhammad Shahbaz Sharif, Chief Minister Punjab, being a man of action and not mere words, fulfilled this demand on 22 April 2014 by laying the foundation of Khwaja Fareed University of Engineering & Information Technology on Abu Dhabi Road, Rahim Yar Khan. The Government of Punjab started out by providing 220 Acres of land and through the involvement of the University of Engineering & Technology, Lahore under the dynamic leadership of its then Vice Chancellor, Lt.Gen. (Retd.) Akram Khan, a PC-1 of Rs. 3,847 Million was prepared and subsequently approved by the Planning & Development Board, Punjab for the Establishment of Khwaja Fareed University of Engineering & Information Technology, Rahim Yar Khan. M/S NESPAK, the world-renowned National Engineering Services of Pakistan, were engaged as Consultants for Engineering Design and Resident Engineering Supervision for Campus Construction.

The Khwaja Fareed University of Engineering & Information Technology, Rahim Yar Khan Act (Act XVI of 2014) was passed by the Punjab Assembly on 29 May 2014 to provide the legal foundations and framework for the University. Classes were started in four rented classrooms of the Government College of Technology, Shehbazpur Road, some 18 kms away from the actual campus site, on 1 September 2014 for a batch of 200 students equally divided in the four disciplines of Mechanical Engineering, Electrical Engineering, Computer Science and Information Technology.

Now at that time, the university was shifted at its own campus situated at Abu Dhabi Road, Rahim Yar Khan. The strength of staff and students are increasing day by day with the passage of time, at present 1000 students and 400 staff members are working in the university. Keeping in view the food and refreshment requirements for staff and students, it is necessary to establish a state of the art cafeteria in the University campus.

2. Scope of Service

The project is to provide cafeteria/catering services in the University. The scope and description of the cafeteria services to be provided by an interested party bidding for this tender are given below:

- i. Operating kitchens and cafeteria to ensure preparation of three meals a day as well as snacks and beverages around the clock.
- ii. Provision of food items as per agreed rate list. Provision of general amenities such as toothpaste, soap, diapers, mobile accessories, etc.
- iii. Ensure highest levels of hygiene and cleanliness in order to ensure safe and healthy food is provided to students and the University visitors.
- iv. At the end of the Contract Period, the cafeteria building is to be returned to the procuring agency in a properly maintained and operational condition.

3. Terms of Reference

- 1 The mutually agreed rate shall be for the period of 12 months from the date of signing of the contract and extendable for another 12 months on yearly basis with mutual agreement.
- 2 The Service provider would also be required to make arrangements for organizing special lunch/dinner/high tea etc. for occasions such as seminars/symposium/conferences/related activities organized by different departments of University.
- 3 Service Provider shall be responsible to arrange seating of at least 70-100 persons depending upon the premises inside the Cafeteria.
- 4 Service Provider shall be responsible to maintain the temperature inside cafeteria using AC/Dehumidifier etc.
- 5 Service provider shall be responsible for waste management of cafeteria, maintenance of wash rooms and cooking area.
- 6 The service provider may use its brand along with KFUEIT Logo inside the University.
- 7 To provide cafeteria services in the main cafeteria as well as other units like Administrative Block, Faculty and any other such unit which is set up subsequently.

- 8 **The Rate List of Edible items** subject to discount shall be Final and applicable for whole of the contract period irrespective of any change in currency rate in open market.
- 9 **The Service Provider** shall be bound to provide services **24/7 or specified in term & conditions.**
- 10 **The Service Provider** shall be bound to observe the Food Standards, Hygienic conditions and cleanliness measures. The periodic inspection shall be carried out and any slackness can lead to the fine up to Rs.2, 000/- or cancellation of the contract.
- 11 The CAFETERIA staff must be in proper uniform.
- 12 The Service Provider shall be bound to provide the Bio-data of employees, record of medical checkup & vaccination.
- 13 The Service Provider shall arrange Fine quality Crockery & Furniture at his own level.
- 14 The use of Steel/Silver Crockery is prohibited.
- 15 The Service Provider shall not make any alteration/damage to CAFETERIA Building and type of damage made to electric appliances/water supply system/Sanitary
- 16 fitting/Sewerage System irrespective of any cause.
- 17 The Service Provider shall pay the Utility Bills on Commercial Tariff
- 18 Electricity & Water on monthly basis as per the reading of the meters installed and shall submit the copy of cleared bill to the Procurement department
- 19 The Service Provider shall not sell prohibited items i.e. Cigarettes, Pan, Naswar, Gutka and any kind of Narcotics/Drugs.
- 20 **The Service Provider** shall not use CAFETERIA Building for any Un-Social, Immoral and Unlawful activities. The Contractor shall be bound to give the Undertaking on Judicial Stamp Paper of **Rs.100** duly attested & stamped by Notary public; violation may leads to **cancellation of the contract.**
- 21 **The Service Provider** shall also submit the **Character Certificate & Police Verification**
- 22 **& Undertaking** of Non-Black listing in any Public/Private department on Judicial Stamp Paper of **Rs.100** duly attested & stamped by Notary public.
- 23 The contractor must maintain quality.
- 24 The contractor shall ensure use of branded ingredients for preparation of food and high quality Cooking Oil, Tea and spices.
- 25 All food items must be fresh.
- 26 All moving items/stocks shall be purchased by service provider.
- 27 Fridge/freezer and Air Conditioners shall be purchased and installed by service provider
- 28 Hygienic environment in the cafeteria must be maintained.
- 29 All crockery should be kept clean and in good condition.
- 30 The Contract period can be extended further if required by the competent Authority.

- 31 The firm has no right to make any change in the tender once submitted. The firm shall not attach any condition with the tender.
- 32 The firm should be registered in the Income/Sales Tax.
- 33 The rate of items will be decided by the university after observing the market rates and service provider must provide the undertaking on stamp paper of RS;100/-

Note: All assessments and procuring i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014.

4.Operations and Maintenance:

- Service firm shall provide and render the entire kitchen & cafeteria services through fully equipped kitchen and stores comprising of **procurement of raw materials, preparation and serving of three meals a day**: Breakfast, Lunch and Dinner. In addition to this **tea and snacks** shall also be served.
- Moreover the service provider should also **sell general amenity items** such as toothpaste, soap, diapers, calling cards etc. that may be needed by students and visitors to the the University. Service firm and procuring agency shall finalize list of such amenity items at the time of commencement of service.
- Rate list for food items and amenities **shall be decided beforehand in consultation with Cafeteria Committee**. The service provider must adhere to these rates strictly.
- Service provider should maintain proper sanitation and cleanliness in food preparation, service and Service areas and use fresh food and raw materials in preparation of foods.
- All procurement in terms of raw material, vegetables, grocery, dairy, bakery products, cleaning agents etc. to run the kitchen and cafeteria services, would be arranged and paid for directly by service provider.
- All transportation and vehicle costs required for service provider,,s operations, and all applicable taxes shall be borne by the service provider.
- Service provider's supervisors shall maintain a daily awareness of its employees and in specific areas paying particular attention to the signs and symptoms of communicable diseases that can be transmitted by food products. If an employee is suffering from gastrointestinal illness, boils, infected wounds etc., shall be temporarily removed of his duties till cured.
- Annual medical checkup of all staff do be done by Service provider at its own cost including the following tests, and submit a copy of these to the University's focal person:
 - Chest X RAY
 - CBC (Hb, TLC, DLC)
 - Routine Urine Test
 - Routine Stool Test

- Cleanliness of cafeteria and kitchen area shall be the responsibility of the service provider.
 -
 - The service provider shall also wash all dishes, pots and pans that it uses to prepare and serve the food.
 - Remove all trash and garbage to waste receptacles inside the premises of the the University.
 - The Service provider shall provide Staffs as per the category and quantity, if specified, in the Appendix-B. However, the deployment of staff may vary on dynamic basis based on varying requirement of the client with its prior approval. Service provider must share rates of hiring additional staff for each category.
 - The Service provider shall maintain the upkeep of all the equipment for the set-up of services.
 - The monthly schedule of meals to be prepared shall be decided with the University's focal person in advance.
 - The Service provider shall provide list of all its" personnel scheduled to work in the premises of the the University.
 - Service provider shall ensure that the raw material being used in the preparation of food for students and the Cafeteria meet the quality specifications and guidelines.
 - The service provider shall provide all the equipment and appliances in the kitchen for carrying out the food services. Crockery, cutlery and glassware shall also be provided by the service provider.
 - Repair and maintenance of all kitchen equipment and cafeteria fittings will be the service provider's responsibility.
 - In case of loss to any University installation/property due to activities of the service firm, the cost of the same shall be recovered from the service firm.
 - Service provider shall be responsible for all its staff uniforms – a minimum of 2 sets of uniforms to all its employees is to be provided with a pair of shoes.
 - Service provider shall ensure regular training of its staff on hygiene, student interaction and other trainings as may be deemed necessary by the procuring agency.

- The service provider has to use its own equipment to provide the catering service. The University will not be responsible for providing equipment to the bidding firm.
- The University will provide space to the service provider within the University premises for its operations and to provide the Services.
- Ensuring the general safety and fire safety of the space and accommodation provided by the University shall be the responsibility. The service provider shall also wash all dishes, pots and pans that it uses to prepare and serve the food.
- Remove all trash and garbage to waste receptacles inside the premises of the the University.
- The Service provider shall provide Staffs as per the category and quantity, if specified, in the Appendix-B. However, the deployment of staff may vary on dynamic basis based on varying requirement of the client with its prior approval. Service provider must share rates of hiring additional staff for each category.
- The Service provider shall maintain the upkeep of all the equipment for the set-up of services.
- The monthly schedule of meals to be prepared shall be decided with the University's focal person in advance.
- The Service provider shall provide list of all its“ personnel scheduled to work in the premises of the the University.
- Service provider shall ensure that the raw material being used in the preparation of food for students and the Cafeteria meet the quality specifications and guidelines.
- The service provider shall provide all the equipment and appliances in the kitchen for carrying out the food services. Crockery, cutlery and glassware shall also be provided by the service provider.
- Repair and maintenance of all kitchen equipment and cafeteria fittings will be the service provider's responsibility.
- In case of loss to any University installation/property due to activities of the service firm, the cost of the same shall be recovered from the service firm.

- Service provider shall be responsible for all its staff uniforms – a minimum of 2 sets of uniforms to all its employees is to be provided with a pair of shoes.
- Service provider shall ensure regular training of its staff on hygiene, student interaction and other trainings as may be deemed necessary by the procuring agency.
- The service provider has to use its own equipment to provide the catering service. The University will not be responsible for providing equipment to the bidding firm.
- The University will provide space to the service provider within the University premises for its operations and to provide the Services.
- Ensuring the general safety and fire safety of the space and accommodation provided by the University shall be the responsibility of the service firm

5. Utilities and billing

- The service provider shall be ensured the provision of utilities (gas, electricity, and water) for proper functioning of cafeteria by Procuring agency.
- The service provider shall have a separate meter installed with the main electricity connection of University, and shall be responsible for the electricity bill.
- The service provider shall arrange Gas cylinder for arrangement of gas within the University premises
- Maintaining backup options such as LPG cylinders, power generators, Generator/UPS or stored water shall be the responsibility of the service provider.

6. Monitoring and Quality Assurance

- The University's focal person shall conduct surprised rounds of kitchen and cafeteria area in order to monitor cleanliness and hygiene. The service provider shall not obstruct these rounds of university focal person
- In case the contractor is not meeting the required standards fines shall be imposed as follows:

Violation	Fine (Amount in PKR)
Selling items in excess of agreed rate	1,000
Litter or spillage in sitting area	1,000
Litter or spillage in cooking area	1,000
Improper storage of items	2,000
Missing equipment	2,000 per week
Unclean uniforms/improper trimming of hair or nails	100 per employee
Unclean dishes or utensils	500
Unavailability of supervisor	500

- University may send any food sample for testing in medical laboratory in order to ascertain quality.
- Procuring agency and service provider shall mutually agree upon mechanism, to regularly test food taste, at the time of commencement of contract

Part III – Appendices

Appendix A — Key Personnel, and Equipment

Appendix B- Undertaking against Rate

Appendix C - Performance Guarantee

Appendix A — Key Personnel, Rate list and Equipment

List under: A-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-months for each.

A-2 Tentative List of Equipment with specifications to be provided by service provider (To be finalized during negotiation before award of contract. Final list shall include, but not limited to, items listed in A-2).

A-1

S.No.	Manpower description	Qualifications & experience	Nos.
1	<p>CAFETERIA</p> <p>SUPERVISOR</p>	<p>Responsible for overall cleanliness / maintenance of the Cafeteria premises.</p> <p>Act as an interface between the Client and the facility staff.</p> <p>Maintaining duly signed daily audit sheets and complaint registers to record requests and feedback from the contracting authority from time to time and appropriate actions taken.</p> <p>Coordinate any kind of shifting/ relocations of the the University staff and the same shall also be reported to the contracting authority</p> <p>Responsible for the turnout / grooming of the entire facility staff.</p> <p>Decide on the work and staff deployment on a daily basis</p> <p>Determine and coordinate all the work schedules for all cleaning staff</p> <p>Maintain attendance for all the staff.</p>	1

		<p>Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them.</p> <p>Help induce a sense of responsibility, discipline and hygiene in all employees.</p> <p>Help the service provider in submitting the required reporting forms.</p> <p>Should be medically fit</p> <p>Education: Matric Pass</p> <p>Minimum experience: at least two years</p> <p>Age: Less than 40 Years</p>	
2	HEAD CHEF	<p>Cook three meals a day; ensure stocking and preparation of snacks</p> <p>Ensure hygienic and healthy ingredients are used in the preparation of food</p> <p>Ensure general cleanliness of the kitchen area</p> <p>Should be medically fit</p> <p>Education: (N/A)</p> <p>Minimum experience: at least five years</p> <p>Age: Less than 50 Years</p>	1
3	CAFETERIA WORKER	<p>Should be experienced in cafeteria services of high quality assignments which will be proved through documents and photographs.</p> <p>Should have at least one years" experience in the same capacity.</p> <p>Has worked in a large enterprise or public sector company</p> <p>Wait on customers, serve food and collect dirty dishes.</p> <p>Clean up kitchen and cafeteria area, wash dishes and maintain general cleanliness of canteen area.</p> <p>Assist chef as needed in the kitchen.</p>	1 per 5 tables

		<input type="checkbox"/> Education: (NA) <input type="checkbox"/> Minimum experience: at least one year	
		<input type="checkbox"/> Age: Less than 40 Years (Service provider shall provide female staff as well)	
4	Tandoorchi	No Qualification required Age should be less than 40 years	1
5	Dishwasher	No Qualification required Age should be less than 40 years	1

A-2

Ref #	Description	Specification	Min. Quantity
A	Burners and Ovens		
1	Cooking Range, 6 - Burners With Oven	54"x30"x35"	1
2	Stove	24"x30"x18"	1
3	Tandoor	Clay/Metal	1
B	Refrigerators		
1	Single Door Domestic Upright Fridge	Min. 250 Liters	1
2	Single Door Domestic Upright Freezer	Min. 250 Liters	2

3	Glass door refrigerator Single door	Min 250 Liters	1
4	Glass door refrigerator double door	Min 400 Liters	1
3	Display Showcase	60"x30"x58"	2
C	Kitchenware		
1	Stock Pot	25 Liters	2
2	Sauce Pan	2.5 Liters	4
3	Non-stick Frying Pan	At least 20cm across	4
4	Wok	At least 25cm across	1
5	Cooking Spoons/Ladles	Wooden/Steel/Plastic	As needed
	Other Equipment		
1	Air Conditioners Temperature shall not rise above 30 0c	2 ton	3
2	LED TV	40" to 55"	2
3	Fire Extinguishers Water based & DCP	8 Kg	4

4	Air Curtain	Standard Size	2
5	Dehumidifier		1
6	Fire Detector		2
7	Cash Register Machine		1
8	Oven		2
9	Coffee Maker		1

Note: This is minimum requirement of equipment, however service provider is expected to maintain high level of hygiene services and cuisines so service provider will be required to top up the resources and add additional items on need basis.

B2-Undertaking

(Stamp Paper of Rs;100)

I/We do hereby undertake that undersigned must abide by the rates prescribed by the University and shall sell all the items as per rate list provided by the University which will be either on the Local Market Rate or nearly comparable.

In case of non compliance of any term & conditions related to rate list, I/We completely understand and abide that University reserves rights to cancel our contract agreement without any prior notice.

Signature:

Name:

S/o:

CNIC No.:

Address:

Witness-1:

Signature:

Name: _____

S/o: _____

CNIC No.: _____

Address: _____

Witness-2:

Signature:

Name: _____

S/o: _____

CNIC No.: _____

Address: _____

C2 - Performance Guarantee

(Performance Guarantee to be furnished by the Bidder in the amount specified in Data sheet /SCC in the form of Demand Draft, Pay order, CDR or Bank Guarantee