



BID SOLICITATION DOCUMENTS

(Rental Contract FY 2023-26)

Cafeteria Services

For

Gajju khan Medical College (GKMC)-MTI, Swabi,

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

**Manager Material Management
BKMC/GKMC-MTI, Swabi**

**Manager Facilities Management
BKMC/GKMC-MTI, Swabi**

**Dean/CEO
GKMC-MTI, Swabi**

INTRODUCTION:

Medical Teaching Institution (MTI) comprising Gajju Khan Medical College (GKMC) invites sealed bids from the eligible bidders for the rental contract of Cafeteria Services through Open Competitive Bidding under rule 6(2) (a) “*Single Stage One Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Bids complete in all respect must reach the undersigned by _____AM on _____, which will be opened at _____ hrs on the same day in the Committee room in the presence of the procurement committee and the bidders / representatives who choose to be present.
3. All the bidders are required to provide annexure wise complete requisite documents with page marking.
4. Bidding shall be carried out for CFY 2023-26 under Framework contract in light of rule 31-A of KPPRA Rules 2014.
5. The rent quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the rent include all the taxes.
6. If any of the bidder requires any clarification regarding the tender/Document, or any other query, he may visit this Office during working hours till deadline for submission of the bids.
7. The rent quoted shall not be less than Rs. 50,000/-. If the quoted rent was less than Rs. 50,000/-, the bid will be considered as non-responsive / disqualified.
8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.

11. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
12. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without bid security;
 - b. Received after the date and time fixed for its receipt;
 - c. The tender document and the bid unsigned;
 - d. The offer is ambiguous;
 - e. The offer is conditional;
 - f. The bidder is from blacklisted firm in any Federal/Provincial Govt. Deptt:
13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
14. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
15. In case of Bid Tie, the contract will be awarded to the firm who has more experience than competitors.
16. Bidders are required to clearly mark on the envelop as Bid for “Category Name”
17. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the BKMC-MTI, Swabi future bids.
18. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

Bid Security

- a. The bidders are required to submit the Bid security (refundable) drawn in favor of “Dean/CEO Gajju Khan Medical College-MTI, Swabi.”
- b. The bid security may be forfeited:
 - i) If a Bidder withdraws its bid during the performance of the contract period i.e., 30-06-2026.
 - ii) In case of a successful Bidder, if the Bidder fails to sign the contract.

| S # | Description | Bid Security (PKR) |
|-----|--------------------|--------------------|
| 1. | Cafeteria Services | 300,000/- |

Eligibility Criteria

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

| S # | Description | Remarks |
|-----|---|------------------|
| - | Knock Out Clauses | YES/NO |
| 1. | <p>Registration with NTN /Valid Income Tax Registration/ Valid Sales Tax Registration.</p> <p>✓ Experience shall be counted / considered from the NTN Registration or Form "H"</p> <p>✓ Provide copy of certificate of incorporation</p> | Mandatory |
| 2. | The bidder Must be Registered with KPRA (Khyber Pakhtunkhwa Revenue Authority) KNTN (Must be active) | Mandatory |
| 3. | <p>This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.</p> <p>(Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)</p> | Mandatory |
| 4. | The bidder has NOT been defaulter / insolvent nor bankrupt in past from any government department or financial institution. | Mandatory |
| 5. | Bank Statement of at least one million for the last year. | Mandatory |
| 6. | Minimum 01 Year Experience Certificates regarding running cafeteria/Canteen. (To be verified from Performance Certificates from the organization / Institute where firm is providing Cafeteria Services). | Mandatory |
| 7. | Registration with Halal Food Authority | Mandatory |

EVALUATION AND COMPARISON OF BIDS

1. The Department will evaluate and compare the bids which have been determined to be substantially responsive (Eligibility Criteria).
2. Bids shall be evaluated against the terms & conditions mentioned in the Bid Solicitation Documents.
3. Rates of those Firm will be considered for comparisons which approved by the procurement committee.
4. The Highest Offer will be accepted.
5. The Contract shall be valid till 30-06-2026, however may extended for another period up to maximum one year after approval from the competent authority on annual basis.
6. Alternative bids / rates mentioned in Rate Form shall not be considered and shall be rejected by the Competent Authority.

SPECIAL TERMS & CONDITIONS: -

1. Physical/personal visit inspection of the location may be conducted.
2. Monthly rent procedure and 6 months' advance rent
3. 10% increase will be applied every year.
4. Separate Electric connection and Gas meter /Sub meter to be installed by the contractor and will pay his own bills.
5. Rent needs to be paid before 10th of every month in advance otherwise Penalty @ 10% will be charged on rental amount.
6. Contract period validity three-year extendable depending on satisfactory performance.
7. Vendor/Tenant will not be allowed to make any amendments or modification without proper approval by the competent authority.
8. The Quoted rent should be inclusive of all govt. taxes.

The competent Authority holds the right to terminate the contract on below mentioned conditions

9. Non-Payment of Rent for Continuous 2 Months
10. Unsatisfactory Performance
11. Any loss to the College property

OTHER TERMS & CONDITIONS: -

- Contractor will execute at his own cost any order or instruction that may be issued by the Management on matters relating to hours of works efficiency or service & quality of food stuffs as well as requirement of law and rules regulations, order or instructions as may be issued by competent authority from time to time on any matter connected with or concerning the running of the cafeteria.
- Contractor will arrange crockery of good quality duly approved by the Institute at his own cost in the canteen and properly maintain them throughout the period of the contract. Waiters/Bears will not be less than 18 years of age and will be vaccinated. Any change in employment / Discharge of duty of any waiter/bearer along with his identity Card will be communicated to the Management.
- Contractor will maintain adequate supply of fresh, good quality and whole–some food stuff offered for sale and render efficient service.
- Contractor will sell the food stuff at the rates approved by the Authority. The rates approved will be exhibited conspicuously in the cafeteria.
- Contractor will deal directly with the customers and make recoveries from them, otherwise Institute shall not be responsible for such recoveries at any time.
- The furniture of Cafeteria will be arranged by the contractor at his own cost.
- Contractor will keep and maintain a complaint book in a conspicuous place in the cafeteria which will be made available by him to any person who wants to make a complaint by writing therein and complaints book will be submitted once a month for in evaluation to the Management. The Dean/CEO or any other person specifically authorized by him on his behalf shall have the power to inspect the complaint book at any time as and when considered necessary.
- In the event of any default, non-observance of any terms and conditions, false statements, the authority will be competent to terminate the contract. In that case contractor shall vacate the cafeteria and take all his belongings from there within a week of the date of cancellation, failing which it will be lawful for the Authority to forfeit the security deposit and confiscate any material by breaching breaking & opening the locks through its own Security staff and take over the possession of the premises.
- The Dean/CEO, will be competent to cancel the contract under the rules and contractor will vacate the cafeteria immediately when directed to do so.
- Contract period will be for (03) three years and renewable for further one more term on satisfactory performance but first three months will be for observation of performance and in-case of showing unsatisfactory performance during the observation period competent authority may terminate the agreement forthwith.
- Contractor will observe cleanliness of the Cafeteria, Institute has the right for surprise checking for observation of atmosphere and general dealing with clients as and when consider it necessary.

- Health screening of successful Contractor and his all workers will be carried out during contract period by the Institute. List of all workers with their attested ID Cards will be provided by the successful contractor. Contractor or his workers will not indulge in any politics with the connivance of staff internally / externally. (As per KPK Halal Food Authority Guidance.
- The furniture of cafeteria will be arranged by the successful contractor. The contractor will be responsible for damage / repair of the furniture during the contract period.
- The contractor will arrange fiber glass shade for serving area at his own level and cost, where need, after the approval of management.
- The contractor will make the serving area fly/insect proof.
- The Contractor shall ensure that all the raw materials/ingredients/Spices etc., to be used for cooking should be of well-known brand.
- The contractor will not be allowed to sublet the work to any other firm(s)/person(s) or contractor(s).
- The contractor shall be bound to observe the menu so decided by the management.
- In case of any dispute, conflict etc., the decision of the management will be final.
- The contractor shall ensure provision and supply of crockery and catering etc. of acceptable quality and maintain all the crockery, kitchen utensils, deep freezer(s), refrigerator(s) and like items/tools, which are necessary for carrying out the cafeteria services. All such items/tools shall be at the cost and responsibility of the contractor. The contractor also ensure that multiple designs of crockery, catering and furniture may not be used in cafeteria.

Award of Contract:

Contract shall be confirmed through a written agreement signed between successful bidder and the GKMC-MTI, Swabi attached as “Annex-B”.

Bid Security:

The bid security shall be retained till the closing of the contract period i.e., 30-06-2026, from the successful bidders.

Bid Validity:

- i) The bids should be valid for a period of 120 Days.
- ii) In exceptional circumstances, GKMC may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

Financial Quoted Bid

Note: - All the bidders are required to follow the following pattern while preparing financial bids.

| S.No. | Specification | Quoted Rent |
|--------------|--|--|
| 01 | Per Month Rent Provided to the Institute | Rs. _____ / Per Month (The Quoted rent should be inclusive of all govt.taxes.) |

Note:

1. Highest Financial Bid Quoted by any Firm/ Company will be the winner of the Tender.
2. The rent quoted shall not be less than Rs. 50,000/-. If the quoted rent was less than Rs. 50,000/-, the bid will be considered as non-responsive / disqualified.

CONTRACT AGREEMENT (FORMAT)

THIS CONTRACT AGREEMENT is made and agreed today on 00 day of Month, 2023 between **Dean/CEO Gajju Khan Medical College-MTI, Swabi Khyber Pakhtunkhwa** (*hereinafter referred to as the SIDB KP or the first party*) and **M/s XYZ**, (*hereinafter referred to as the Contractor or the second party or he/she, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that: WHEREAS the SIDB KP has made an open competitive bidding for selection and rate contracting for the rental contract of Cafeteria Services of (*xyz item/s*) (*hereinafter referred to services*).

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

Both the parties agreed that: -

- 1) The Second Party is liable to comply with all the legal requirements for obtaining requisite license/s issued by the concerned government organization(s) / authority(s) / institution(s), etc.
- 2) The Second Party shall not compromise on cleanliness of cafeteria.
- 3) The working hours of the cafeteria shall be 07:00 hours to 22:00 hours. However, the timings may be revised on mutual consent.
- 4) The Second Party shall ensure provision of crockery & cutlery etc. of acceptable quality and maintain all the crockery, kitchen utensils, deep freezers, refrigerators, furniture etc. and the like items/tools, which are necessary for carrying out the cafeteria services under this Agreement. All such items/tools shall be at the cost and responsibility of the Second Party. The Second Party also ensure that multiple designs of crockery, cutlery and furniture may not be used in Cafeteria.
- 5) Further to above it is the responsibility of the Second Party that the hired staff is properly dressed in uniform and all their health issues are properly addressed.
- 6) The Second Party shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and rules and the First Party will not have any liability towards them in any manner whatsoever. The Contractor will not engage in any child labor.
- 7) Cleaning of the cafeteria and fumigation of kitchen and halls to be done by the Second Party to ensure proper hygiene.
- 8) Cleaning of crockery, utensils, chairs & tables etc. in the kitchen and dining hall are to be done properly by the Second Party.
- 9) Damaged glass, crockery or cutlery shall not be used in the cafeteria.
- 10) The Second Party shall ensure that all the raw material/ingredients/ spices etc. to be used for cooking should be of well-known brand.
- 11) The Second Party should properly display daily menu on board or circulate through the First Party after getting due approval.
- 12) The First Party may pay random visits to Second Party kitchen as and when required. The First Party has the right to inspect and check the products used and food items provided and supplied by the Second Party at any time.

- 13) The Second Party is absolutely responsible for any injury caused to their staff and workers deputed at First Party premises caused by accidents, acts of nature and dispute among staff and workers of the Second Party.
- 14) The Second Party is responsible for delivery of high-quality food with high standard of hygiene and wholesomeness ensuring health safety to the First Party. The Second Party agrees to take full responsibility and indemnifies the First Party against any health hazard caused by substandard quality, infected or unhygienic food supplied by them to First Party cafeteria that may cause illness or death of First Party cafeteria users.
- 15) Monthly rent procedure and 6 months advance rent. (Agreed rate of rent).
- 16) 10 % Increase will be applied every year.
- 17) Separate Electric connection and Gas meter/ Sub Meter to be installed by the Second Party and will pay his own bills, amount as per MTI standard rate.
- 18) The second party shall ensure provision and supply of crockery and catering etc. of acceptable quality and maintain all the crockery, kitchen utensils, deep freezer(s), refrigerator(s) and like items/tools, which are necessary for carrying out the cafeteria services. All such items/tools shall be at the cost and responsibility of the second party. The contractor also ensure that multiple designs of crockery, catering and furniture may not be used in cafeteria.
- 19) The second party will not be allowed to sublet the work to any other firm(s)/person(s) or contractor(s).
- 20) The second party shall be bound to observe the menu so decided by the management.
- 21) In case of any dispute, conflict etc., the decision of the management will be final.

Termination:

- a) Non-Payment of Rent for Continuous 2 Months
- b) Unsatisfactory Performance
- c) Any loss to the College property
- d) In the event of any default, non-observance of any terms and conditions, false statements, the authority will be competent to terminate the contract. In that case contractor shall vacate the cafeteria and take all his belongings from there within a week of the date of cancellation, failing which it will be lawful for the Authority to forfeit the security deposit and confiscate any material by breaching breaking & opening the locks through its own Security staff and take over the possession of the premises.

Penalties:

Rent needs to be paid before 10th of every month in advance otherwise Penalty @ 10% will be charged on rental amount.

SIGNATURES: The agreement must be read and understood as it is a binding legal document once signed by both the parties.

First Party

Second Party

Signature:

Signature:

Dean/CEO GKMC-MTI

M/s XYZ

Swabi, KPK.

Name:

Designation:

WITNESS NO. 1

Signature:

Name:

Designation:

CNIC No.

CNIC No.

Stamp:

WITNESS NO. 2

Signature:

Name:

Father's Name:

Address:

CNIC No.

AFFIDAVIT / UNDERTAKING

Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper of Rs.100/- (Rs. One Hundred) attached with technical bid at the time of bid submission on the following format.

I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,

1. M/s _____ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for the *IFB No.04/Goods/Sep,2022* are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution Gajju Khan Medical College, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)