

Dow University of Health Sciences



BIDDING DOCUMENTS

Single Stage – One Envelope Procedure

IFB / NIT No: DUHS/P&D/2023/11546, Dated: 15 SEP, 2023

**RUNNING OF CANTEENS ON A RENTAL BASIS
AT DUHS CAMPUSES
(REF NO: DUHS/W&S-NIT/132)**

**OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES,
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL,
KARACHI**

NOTICE INVITING TENDER (NIT)



OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT DOW UNIVERSITY OF HEALTH SCIENCES

Baba-e-Urdu Road, Karachi-74200 Pakistan.

Tel: 9215754-57 Ext:5811 Website: www.duhs.edu.pk

No. DUHS/P&D/2023/11546

Dated: September 15, 2023

TENDER NOTICE

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for following Services from well-reputed Companies / Bidders available on List of Active Tax Payers of FBR websites (for Income Tax) & SRB (For Sales Tax).

S. No:	NAME OF WORK	METHOD OF PROCUREMENT
1.	HIRING OF ADVERTISING AGENCY (REF NO: DUHS/W&S-NIT/131)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
2.	RUNNING OF CANTEENS ON A RENTAL BASIS AT DUHS CAMPUSES. (REF NO: DUHS/W&S-NIT/132)	

Tender Fee	Rs. 2,000/- (<i>Two Thousand Only</i>) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
Security	Bid Security and Performance Security as mentioned in the bidding document.
Purchasing Date & Time	From the date of publishing to 04-10-2023 (10 a.m to 02 p.m)
Bids Delivery & Opening Date & Time	05-10-2023 at 11:00 a.m & 11:30 a.m.

Detailed Specification are mentioned in the prescribed tender documents alongwith terms and conditions. Bidding documents can be download from SPPRA website or Dow University of Health Sciences, website. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time. The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

ADDRESS FOR PURCHASING OF BIDDING DOCUMENTS, SUBMISSION AND OPENING OF BIDS:

Office of the Director Planning & Development, Dow University of Health Sciences (DMC Campus), 5th Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.

DIRECTOR

Planning & Development
Dow University of Health Sciences, Karachi

BIDDING DATA

- (a) **Name & Address of the Procuring Agency:** Dow University of Health Sciences, Karachi,
- (b) **Brief Description of Works:** Running of Canteens on Rental basis at DUHS Campuses.
- (c) **Amount of Bid Security** 10% of Total Annual Rent offered.
- (d) **Security Deposit** 20% of Total Annual Rent offered.
- (e) **Period of Bid Validity** 90 days
- (f) **Deadline of submission of Bids Along with time:** As notified in NIT
- (g) **Venue, Date & Time of Bid Opening:** As notified in NIT
- (h) **Time for Completion from written order of Commence:** 12 Months (One Year)
- (i) **Stamp Duty:** 0.35% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.
- (j) **Eligibility Criteria**
- (i) 05 years' experience as a contractor running canteen at University Level
 - (ii) Turnover of at least last three years that average turnover of last three years should not be less than Rs one million.
 - (iii) Registration with the Federal Board of Revenue (FBR), for Income Tax and Sales Tax Registration with the Sindh Revenue Board (SRB) & Sindh Food Authority
 - (iv) An Affidavit on Stamp Paper that the firm has never been Blacklisted
 - (v) Contract will be awarded who offer higher monthly rent on terms & conditions mentioned in the bidding documents
 - (vi) In case of extension in canteen contract for further one year rent will be increased by 10%.

- (k) **Selection Criteria** Eligible / Qualified Bidders who will offer the highest monthly Rent will be selected / recommended for award of contract. The detail of canteens as under:
1. Dow Medical College for Boys
 2. Dow Medical College for Girls
 3. OPD Block, Ojha Campus
 4. Dow College of Pharmacy, Ojha Campus
 5. Outside Girls Hostel Canteen, Ojha Campus

(l) **Other Terms & Conditions:**

(a) Under the following conditions bid can be rejected;

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| <p>(i) Conditional and telegraphic bids/tenders.</p> <p>(ii) Bids not accompanied by a bid security of 10% Total Annual Rent offered.</p> <p>(iii) Bids received after the specified date and time.</p> <p>(iv) Bid must be signed, named & stamped by the authorized person of the firm / Companies along with authorized letter.</p> <p>(v) The bid(s) shall be rejected if bidder offers more than one Canteen in one bidding document. Hence, separate bidding documents are required for each Canteen.</p> <p>(vi) Blacklisted firms/companies</p> <p>(vii) If bid quoted without government taxes and duties etc.</p> | <p>(viii) Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s)/paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, and also can be obtained from the office of the Director Planning & Development, DUHS, Karachi. Bid(s) with incomplete bidding documents will straightaway be rejected.</p> <p>(ix) Bidders are required to provide their valid E-mail Ids and Contact numbers(s) for effective and timely communication.</p> |
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(m) **Responsive Bidder is required to submit the following documents with their bid (MANDATORY):**

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| <p>(i) List of 03 similar assignments completed/ongoing in the Universities. During the last 03 years. Provide documentary evidence e.g. Work order, agreements</p> <p>(ii) Financial Statement and income tax returns for the last 03 years as FBR records.</p> <p>(iii) Affidavit that the firm has never been blacklisted.</p> <p>(iv) The contractor must be available on the 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites.</p> <p>(v) Average Annual turnover during</p> | <p>(vii) Copy of CNIC / Establishment of Firm / Company etc.</p> <p>(vi) Proof of Registration of NTN, Sindh Food Authority, and SRB</p> |
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the last three financial years demonstrated through Income Tax Returns: a. For CANTEEN at least PKR 1.000 million.

- (n) For any query and clarification about this tender, bidder may contact the Director Planning & Development of this University during working hours.

Dow University of Health Sciences

Proforma to be filled by the Contract

Name of Canteen Applied for: _____

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CE Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Bank Name & Account No. _____

Monthly Rent Offered **Rs in Figure** _____ **Rs**
in Word _____

Company's Stamp	Signature



TERMS AND CONDITION

Name / Title of Canteen_____

1. The contractor will bring/provide the following Items:
 - a. Deep Freezer Refrigerator;
 - b. Cooking Range;
 - c. Micro-wave Oven;
 - d. Chips fryer Machine with Chip Cutter;
 - e. Glass showcase for display of items;
 - f. Crockery & Cutlery
2. The University will provide the following facilities:
 - a. Furniture & Fixture
 - b. Gas connection
 - c. Electricity connection
 - d. Water connection
3. The contractor will be responsible for repair maintenance of Furniture and fixtures if any damage is caused by them. Any damage to the Equipment.
4. The canteen will be kept open from 08:00 AM to 4:30 PM the whole week (except Sunday as per University policy).
5. Security Deposit will remain the Institute as Security Deposit and will be refunded on the expiry of contract, after deduction for damage or loss if any or arrears of rent and utilities.
6. The contractor will maintain the quality of food and services up to the satisfaction of the management However, a penalty up to a minimum Rs. 3,000 and a maximum 5,000 per complaint will be imposed subject to verification by the Management.
7. The contract will be for a period of One Year, It can be extended by mutual agreement. Management reserves the right to terminate the contract at any time on 07 days' notice. However, the contractor will give one month's notice in writing if the desires to vacate the canteen before the expiry of the contract Agreement Annex 'A'.
8. At least three dishes shall be cooked daily (i) Daal (ii) Meat (iii) Rice
9. Edible Oil of better quality will be used for cooking. No recycling of any cooked items is allowed.
10. The contractor will ensure that no "**Stock Out**" of any item from the displayed **Menu List**
11. Fresh Milk will be used for **Tea**

12. Management and Contractor can mutually decide rates of items. However the prices of items should be equivalent to market price
13. The service boys will be neat and clean and will wear proper uniform and badge name.
14. Contractor will be responsible for cleaning, dusting, and washing of kitchen, canteen and furniture of the canteen.
15. Contractor will be responsible for keeping the entire canteen and kitchen premises neat and clean. A penalty of Rs. 1,000/- will be charged if any complaint will be noted during the surprise visit of the management.
16. The contractor will not be allowed to sublet the work to any other firm (s) / person (s) or contractor (s).
17. The University's Management Committee shall visit periodically to check and inspect the hygiene of the kitchen, quality of food ingredients, edible oil, etc and contractor will be bound to follow the recommendations and guidelines of the committee.
18. The Contractor will provide the list of staff along with CNIC Nos and complete details working in canteen and also use identity cards.
20. That the Licensee shall pay rent as per Appendix-B on the 1st week of each month in advance to the Licenser including water charges and use of premises.
21. The Licensee shall pay the total cost of electricity consumed, water & conservancy & sui gas bills.
22. That the Licenser shall not be responsible in any way for the safety of the articles belonging to the Licensee. In case of proven students/employee act, the damages shall be responsibility of Licenser.
23. By the terms / conditions of the premises, inventory of electric water and gas fitting shall be prepared by the Licenser which shall be verified by the Licensee and signed by him.
24. That any shortage or loss found at any later stage of checking shall be made good by the Licensee or in case of revocation of this act before its expiry all fittings shall be handed back by the Licensee to the Licenser in good condition, consideration being given only to genuine wear and tear
25. Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the deed of License or any other questions, matters or things arising out of the terms of the contract or after the expiry or termination of the contract due to some other reason, shall be referred to the Registrar of the DUHS, Karachi, for arbitration in the manner provided by the law relating to arbitration for the time being enforced. After such investigation as the Registrar deems fit, he shall deliver his award which shall be final, conclusive, and shall be binding on the parties hereto.
26. That the Licensee shall not use the canteen space and infrastructure for marketing of any product without getting approval from the licenser.
27. The Licensee will report immediately to DR (P&D) and the registrar about any political and religious activities i.e. Posters, panaflex, etc. in his canteen.
28. The contractor is liable to get the University pass made for him/her and the canteen staff renewable every three months.

29. The Licensee is responsible for ensuring the display of the approved Rate List as issued of the Licensor/ University Authority. The punishment may be imposed if the licensee fails to identify the display of the same during any surprise visit. The Licensee is responsible for placing an electronic Scale on the counter to confirm the weight of items mentioned in the food list.
30. The Licensee will abide by all the above clauses of the agreement & the instruction, which will be issued from time to time by the Licensor, in case of failure/violation, the minor/major penalty may be imposed accordingly.

Company's Stamp	Signature

DEED OF LICENSE / AGREEMENT

This Deed of License is made at Karachi on _____ to be effective from _____ between the Dow University of Health Sciences, through the Registrar (Licensor) duly empowered to execute the license, hereinafter called the LICENSER, which term shall include SUCCESSION and assigns the Dow University of Health Sciences, Karachi of One Part and

_____, C.N.I.C.#. _____ Resident of _____, hereinafter referred to as the Licensee which term shall include the EXECUTOR, legal heirs, Administrator and assigns of the OTHER PART.

WITNESS AS UNDER:

Whereas the licensor is agreed to permit the licensee to run the _____ of the DUHS, Karachi on the terms and conditions hereinafter appearing. The applicant should have experience of running the canteen in a Govt / Semi Govt reputed Private Organization. Suitable documentary evidence is to be submitted along with the application. The licensee shall not use the name of the DUHS in business dealing with other persons or traders.

NOW, THEREFORE, THUS INDENTURE WITNESSETH UNDER:

The contract shall be for a period of one year at the first Instance with effect from the date of signing of the contract, renewable for another year from the date of License. The contract may be terminated without assigning any reason by the licensor, by giving one week notice or by the Licensee on one month notice.

1. (a) That the Licensee shall provide fresh and good, quality Meal / Light snacks prepared with edible oil i.e. Meezan Oil or equal brand, to the Students and Employees of the Dow University of Health Sciences, Karachi. However, if any item is required to be included in the list, prior approval from the management is essential.

1. (b) That the Licensee shall maintain the items/assets in good order already provided by the Licensor in the Canteen. The Licensee will be responsible for repairs of broken

furniture provided that damage is not caused by the students/employee. The Licensee is bound to give information in writing to Licensor, at the same time of any incident resulting in damage to University property.

1. **(c)** That the Licensee shall provide Refrigerator, Deep Freezers and Oven at his / her own cost and keeps them neat and cleans in the Canteen for storing.
2. **(a)** That the Licensee shall arrange good standard type of crockery and cutlery in the premises of the Canteen at his/her own cost and its use in the Canteen shall be subject to the approval of the Authorized Committee, as to their suitability and hygienic condition.
2. **(b)** The licensee will be responsible for **cleanliness** of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the canteen hall. The organization will not provide any cleaning materials/dusters, etc. for the same. The licensee selected for canteen service, will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
- 3.**(a)** The licensee shall be personally responsible for the **conduct and behavior** of his staff. The personnel appointed by the licensee must have proper and clean uniform for their identification. The personnel so appointed should have the basic knowledge of personal hygiene, use of gloves and safe & clean methods of food handling. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease / infection diseases and anybody found suffering from such has to be kept out of engagement till he / she is fully recovered.
3. **(b)** That the licensee shall be responsible for maintaining **cleanliness** in the area surrounded of canteen
4. **(a)** That the Licensee shall arrange at his/her own cost, trained and well behaved servants, waiters, cleaners, and other Canteen staff, shall provide white liveries for them while they are on duty in the canteen. The liveries shall always be kept clean. The employees of a licensee may be required to provide a fitness certificate from any reputable hospital within a couple of weeks after assigning the contract and shall be subject to

periodical checkups during the period of their engagement. The following members of the working Team will be provided by the Licensee for Canteen service.

S. #.	List of Workers.	Nos.
1.	Waiters	
2.	Counter Service	
3.	Cooks	

4. (b) The licensee shall operate the canteen during working days between **08:00 AM to 10:00 PM.** or as per policy of university. The canteen shall remain closed on Sunday and Public holidays except when required by licenser. It may however, not be applicable for Student Resident Canteen and as these canteens will be operative on weekends to facilitate the hostel residents and postgraduate students.

5. (a) That the Licensee shall pay rent on the 1st week of each month in advance to the Licenser including water charges and use of premises and for permission to run the canteen, changeable from time to time by the Licenser.

5. (b) That the Licensee shall pay rent **Rs. _____/-** each month in advance to the Licenser for use of premises and for permission to run the canteen,

6. The Licensee will deposit a fixed amount as a security deposit (mentioned in Annexure II), for this amount towards security against the equipment provided by the licenser in the canteen or any other loss, tear, and acts of outside criminal interference, or material causes and riots etc. It will be recovered by licenser from the security deposit, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the licensee on completion of the Contract. The security deposit will bear no interest.

7. The licensee shall use only good quality raw materials in preparation of eatables in the approved list. The Oil, Ghee, Cereals, etc. He will keep a minimum of one week's stock of these items in the Canteen. The licensee shall keep the canteen premises clean and hygienic and

shall make his own engagement for clearance of canteen waste material/garbage on day to day basis. The licensee keeps all eatable in fly-proof and dust proof containers. In case of any food poisoning/Contamination the licensee will be held fully responsible and he will bear all the expenses caused due to food poisoning/Contamination. There shall be no compromise on the **quality and the prescribed quantity of food** supplied by the licensee and if any such incidence or food adulteration is found, action deemed fit, including termination of the contract/ black listing of the firm/ forfeiting of the security money shall be taken by the Competent Authority. Licensor nominees reserve the right to take samples of the edibles/ raw material from the canteen for the purpose of inspection and testing with a view to maintaining the quality, no substandard/expired food items i.e. oil, ketchup, bread, chicken/meal, juice, cold drinks confection items etc. shall not be sold at any canteen, fresh juices should be prepared with the fresh and best quality of fruits only.

8. That the Licensor shall not be responsible in any way for the safety of the articles belonging to the Licensee. In the case of student/employee act, the damages shall be responsibility of Licensor.

9. That the Licensee shall furnish a pay order of **Rs** _____ /- in favor of the Licensor for full and satisfactory performance of the terms and condition.

a) That in the event of the conditions here of not being fulfilled by the Licensee, the licensor shall have the right to in-case Bank Guarantee and forfeit the amount thereof.

b) That the Licensee shall have the right to take back the Bank Guarantee after the successful and satisfactory completion of the license in the above mentioned clause.

10. That the Licensee shall be liable to make good all damages and losses of the property belonging to the Licensor, provided however that the damages are not caused by the students / employee, which shall have to be adjudged through proper evidence.

11. That the Committee or authorized officer shall be empowered to **impose a fine** minimum of Rs. 3,000/- (Rupees Three Thousand only) and maximum of Rs. 5,000/- (Rupees Five Thousands only) for breach of any clause of contract. This Licensee shall also be liable to be fined for UN whole – some or stale or recycled food being served or the Canteen being kept unhygienic.

12. By the terms / conditions of the premises, inventory of electric, water, and gas fitting shall be prepared by the Licensor which shall be verified by the Licensee and signed by him.

13. That any shortage or loss found at any later stage of checking shall be made good by the Licensee or in case of revocation of this act before its expiry all fittings shall be handed back by the Licensee to the Licensor in good condition, consideration being given only to genuine wear and tear.

14. In case of any dispute, the matter shall be referred to the Registrar, licensor and his decision will be final and binding on the Licensee.

15. That whenever the Licensor feels that the quality and quantity of the edible items are not provided according to specifications as mentioned in the schedule, Licensor will be entitled to **cancel the contract** giving one month notice to the Licensee.

16. The licensee shall not **sublet** or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody or reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.

17. In case of failing to fulfil any of the obligations of the contract at any time during the contract period, action deemed fit including termination of the contract/ black listing of the firm/ forfeiting of the security money shall be taken against the licensee.

18. Whenever, **new items** are introduced prior approval of the quality, quantity and price shall be obtained by the Licensee.

19. The licensee shall bear all the expenses for running the canteen and the Office shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen during discharging their duty.

- 20.** That the licensee is liable to get the **University pass** made for him/ her and canteen staff renewable after every three months.
- 21.** The licensee shall **display the rate** of all such articles preferably near the counter. All articles sold in the canteen by the licensee shall be in accordance with the market price and licensee will not be allowed to charge any extra payment / amount other than the market price. In case of revision / enhancement of the charges for any edible item the prior permission is required.
- 22.** A **complaint book** to record complaints, and this book shall be open to inspection by persons duly authorized by licenser. The licensee shall inform licenser of the action taken by him/her in respect of complaints recorded in the book and shall carry out such directions as may be given to him/her from time to time, the licensee is responsible to place electronic scale on the counter to confine the weight of items mentioned in the list.
- 23.** The Licensee will abide all the above clauses of the agreement and the instruction, which will be issued from time to time by the licenser, in case of failure/violation, minor/major penalty may be imposed accordingly.
- 24.** That the Contractor should ensure his/ her **presence** at the Canteen. If he/ she intends to leave the canteen premises he/ she will require to intimate the nominated officer of the University.
- 25.** All DUHS Campuses are “**NO SMOKING ZONE**”, hence sale and use of tobacco is prohibited.
- 26.** Licensee of Girls Canteens should have only **female attendants** at the serving counters.
- 27.** Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the deed of License or any other questions, matters, or things arising out of the terms of the contract or after the expiry or termination of the contract due to some other reasons, shall be referred to the Registrar of the DUHS University, Karachi, for arbitration in the manner provided by the law relating to arbitration for the time being enforced. After such investigation as the Registrar deems fit, he shall deliver his award which shall be final, conclusive and shall be binding on the parties hereto.
- 33.** **Underage worker** (below the age of 18 year) cannot be permitted to work at any canteen in the University.

34. Waste disposal should be after segregation of items as advised by University Administration. The cleaning of all shops and surrounding area can be carried out on daily basis.

35. The licensee is liable to abide/follow the directions/instructions of University Administration time to time.

Signature
Canteen Contractor
(Licensee)

Signature
Registrar
DUHS, Karachi
(Licensor)

Witness No. 1

Name _____

CNIC No. _____

Signature _____

Witness No.2

Name _____

CNIC No. _____

Signature _____

