

Dow University of Health Sciences



Bidding Documents

Single Stage - One Envelope Procedure

IFB No: DUHS/DP/2021/141 Dated 07 MAY 2021

**RUNNING OF CANTEENS / CAFETERIAS
ON RENTAL BASIS AT OJHA CAMPUS OF
DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**

INVITATION FOR BIDS (IFB)
No. DUHS/DP/2021/141 Dated 07 April 2021

Dow University of Health Sciences, Karachi (DUHS) is a Public Sector University **invites the sealed bids for Running of Canteens / Cafeterias on Rental basis at Ojha Campus of DUHS** from well-reputed contractors available on 'List of Active Tax Payers' of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Bidding Documents Fee	Rs. 1,000/- (Rupees one thousand only) Non-Refundable
Bidding procedure	Single Stage – One Envelope Procedure
Bid security	Five (5%) percent of the total Annual Rent offered by the bidder.
Documents purchasing date	From the date of publishing to 24 May 2021
Deadline for submission of bids	25 May up to 11:00 Hrs.
Bid Opening Date & Time	25 May 2021 at 11:30 Hrs.

Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 1,000/- being bidding documents purchasing fee in favour of Dow University of Health Sciences during office hours. No bidding documents shall be sold on the date of opening of bid. Invitation for Bids and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft of bidding documents fee (Rs. 1,000/-) with their bid, which must be issued by a scheduled bank within the bidding documents purchasing date. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

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 and venue.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids.

Address for Purchasing of bidding documents, submission and opening of bids:

Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Phone No. + 92-21-99261497, Email: director.procurement@duhs.edu.pk

Director Procurement
Dow University of Health Sciences, Karachi

BID DATA SHEET

The following specific data shall complement, supplement, or amend the provisions of the terms and conditions of the bidding document. Whenever there is a conflict, the provisions herein shall prevail.

1.	Name & Address of the Procuring Agency:	Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
2.	Brief Description of Works / Services:	Running of Canteens / Cafeterias on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.
3.	IFB Reference No. & Date	DUHS/DP/2021/141 Dated 07 May 2021
4.	Bidding procedure	Single Stage – One Envelope Procedure
5.	Amount of Bid Security	5% of Total Annual Rent offered by the bidder
6.	Amount of Performance Security	10% of Total Annual Rent offered by the bidder
7.	Period of Bid Validity	90 days
8.	Deadline of submission of Bids Along with time:	25 May 2021 up to 11:00 Hrs.
9.	Venue, Date & Time of Bid Opening:	Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. 25 May 2021 up to 11:30 Hrs.
10.	Contract period	Twelve (12) Months (One Year) to be effective from the date of signing of contract agreement (Extendable). In case of extension in canteen contract beyond the one year period, rent will be increased by 10% per annum.
11.	Stamp Duty:	0.35% or notified by the Gov. of Sindh, will be paid by successful bidder as stamp duty.
12	Eligibility / Qualification / Evaluation Criteria (Mandatory requirements)	<ul style="list-style-type: none"> (i) Bidder shall complete all the terms & conditions of this Bidding Document. (ii) Registration with Federal Board of Revenue (FBR), for Income Tax and Sales Tax Registration with the Sindh Revenue Board (SRB) for procurement of services. (iii) Contractor must be available on ‘List of Active Tax Payers’ of FBR (for Income Tax) and SRB (For Sales Tax) websites. (iv) Valid License from Sindh Food Authority, under the provisions of section 19 of the Sindh Food Authority Act, 2016. (v) Minimum three (03) year experience as a canteen contractor at University Level / Large National or Multinational Organization. (vi) Average Annual turn-over during last three financial years demonstrated through Income Tax Returns: <ul style="list-style-type: none"> a. For CENTRAL CANTEEN / CAFETERIA at least PKR 3.000 million. b. For DOW UNIVERSITY HOSPITAL

		<p>CANTEEN / CAFETERIA at least PKR 2.000 million.</p> <p>c. For OT COMPLEX CANTEEN / CAFETERIA at least PKR 2.000 million.</p> <p>d. For DOW COLLEGE OF PHARMACY (DCOP) CANTEEN / CAFETERIA at least PKR 1.000 million.</p> <p>e. For OUTSIDE GIRLS HOSTEL CANTEEN / CAFETERIA at least PKR 1.000 million.</p> <p>f. For OPD BLOCK CANTEEN / CAFETERIA at least PKR 1.000 million.</p> <p>(vii) Affidavit on stamp paper Rs. 100/- duly notarized to the effect:</p> <p>a. That the contractor is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.</p> <p>b. That any director or owner or proprietor of the company is not awarded any punishment from any Court of Law.</p> <p>c. That the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.</p> <p>(viii) Contract will be awarded who offer higher monthly rent on terms & conditions mentioned in the bidding documents.</p> <p>(ix) No bidder or his partner or his near family member (Spouse, Siblings, Parents) shall be awarded more than two (02) contracts of canteen.</p>
13.	Selection / Award Criteria	<p>The bidder whose offered rate is found highest monthly Rent amongst other eligible / qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the bidding documents.</p> <p>The details of the Canteen / Cafeteria is as under:</p> <p>a. CENTRAL CANTEEN / CAFETERIA.</p> <p>b. DOW UNIVERSITY HOSPITAL CANTEEN / CAFETERIA.</p> <p>c. OT COMPLEX CANTEEN / CAFETERIA.</p> <p>d. DOW COLLEGE OF PHARMACY (DCOP) CANTEEN / CAFETERIA.</p> <p>e. OUTSIDE GIRLS HOSTEL CANTEEN / CAFETERIA.</p> <p>f. OPD BLOCK CANTEEN / CAFETERIA.</p>

GENERAL TERMS AND CONDITIONS

- 1. Under following conditions bid can be rejected: -**
- 1.1 Substantially non-responsive in a manner prescribed in this bidding document's terms and conditions; or
- 1.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 1.3 Against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
- 1.4 Bid must be signed, named & stamped by the authorized person of the firm / Companies along with authority letter; or
- 1.5 Bids qualified by vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly; or
- 1.6 Unsigned & without stamped, incomplete, partial, ambiguous, conditional, alternative, bids received after specified date and time and received through telegram; or
- 1.7 With shorter bid validity period; or
- 1.8 Bids not accompanied by bid security of 5% of total annual rent offered in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences issued by a scheduled bank in Pakistan; or
- 1.9 Bids quoted without government taxes and duties; or
- 1.10 The bidder refuses to accept the corrected Total Bid Price; or
- 1.11 The bidder has conflict of interest with the procuring agency (DUHS); or
- 1.12 The bidder tries to influence the bid evaluation / Contract award; or
- 1.13 The bidder engages in corrupt or fraudulent practices in competing for Contract award; or
- 1.14 The bidder fails to meet all the mandatory requirements of Eligibility / Qualification / Evaluation Criteria provided in these bidding documents; or
- 1.15 The bidder has been blacklisted by any public or private sector organization; or
- 1.16 The bidder has mentioned any financial implication in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- 1.17 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- 1.18 The bidder submits any financial conditions as part of its bid which are not in conformity with bidding documents; or
- 1.19 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- 1.20 If the rates quoted by vender are not workable / acceptable to DUHS.

2. Bidders are required to submit following documents with their bid: -

- 2.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 2.2 Original Bidding Document purchase receipt or Pay Order of Rs. 1,000/- in favour of Dow University of Health Sciences Karachi, as the case may be;
- 2.3 Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
- 2.4 Copy of CNIC of signatory of the Bid Form;
- 2.5 Complete profile and history of the Bidder/Participant including complete postal address & contact number and Email address;
- 2.6 List of present **CLIENTS** to whom similar services are being provided by the bidder.
- 2.7 Affidavit on stamp paper duly notarized to the effect that:
 - i. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
 - ii. Any director or owner of the company is not awarded any punishment from any Court of Law.
 - iii. The bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
- 2.8 List of similar assignments completed in the Universities / Large National or Multinational organization during the last 3 years.
- 2.9 Financial Statement and income tax returns for the last 03 years as FBR records.
- 2.10 Bid Security of required amount and form.
- 2.11 Bid form(s) duly filled in all respect clearly quote the price.

3 Obtaining of Bidding Document: -

- 3.1 Bidding Document containing detailed terms & conditions can be obtained from Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi against non-refundable payment of Rs. 1,000/- w.e.f. date of publication of this IFB in the print media **till 24 May 2021**. No bidding documents shall be sold on the date of opening of bid.
- 3.2 Bidding Document can also be downloaded from the Official website of DUHS i.e. www.duhs.edu.pk/ in this situation, the bidder is required to enclose bidding documents cost of Rs. 1,000/- non-refundable as a pay order in favour of Dow University of Health Sciences Karachi.

4 Bidding Procedure: -

- 4.1 Bids are invited as per Single Stage – One Envelope Procedure.

5 Instructions to the Bidders: -

- 5.1 Bidder must read all the contents of IFB as well as Bidding Document and understand all the requirements.
- 5.2 Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 5.3 There should not be any over-writing, double writing, crossed, additional conditions.
- 5.4 Rates are to be quoted clearly in digits as well as in words.

- 5.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 5.6 Bids shall be submitted in accordance with Single stage – One Envelope Procedure.
- 5.7 Bidder shall submit one single envelope containing the financial proposal and required documents / information.
- 5.8 Bidder shall examine the Eligibility, Qualification, Evaluation, Selection Criteria and insert appropriate documents in their proposal accordingly.
- 5.9 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 shall be treated as rejected / non-responsive.

6 Validity of Bids: -

- 6.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of bids. The bids without or less than Ninety (90) days validity will be rejected.

7 Language of Bids: -

- 7.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

8 Submission of Bids/Offers: -

- 8.1 Sealed bids/offers both the proposals i.e. Technical Proposal and Financial Proposal to be dropped in the tender box placed at the Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi upto **11:00 hours on 25 May 2021**. The sealed bids/offers may also submit by mail, addressed to Director Procurement on above address, however, under any circumstances, whatsoever, the sealed bids/offers shall be reached before the deadline for submission of bid. Any bid submitted / received late due to any reason whatsoever, shall not be considered at any stage and shall be returned un-opened. Any claim against the bids received late shall not be considered at any stage.
- 8.2 Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

9 Opening of Bids: -

- 9.1 The bids shall be opened within one hour of deadline for submission of offer/bid in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.
- 9.2 In case of the date of opening of bids declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of bids/offers/proposals, accordingly. The time and venue shall remain same.

10 Evaluation of Bids: -

- 10.1 Bids / Offers /Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 10.2 The Committee may seeks the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;
- 10.3 The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

- 10.4 Technically qualified/responsive bidder(s) shall be eligible for the consideration of Financial Proposal(s).
- 10.5 The Bids / Proposals of Technically disqualified / not responsive bidders will not be considered for Financial Evaluation.
- 10.6 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 10.7 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.

11. Announcement of Bid Evaluation Report

- 11.1 The Bid Evaluation Report shall be announced and shall be hoisted on website of the Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

12. Award of Contract: -

- 12.2 The bidder whose offered rate is found HIGHEST amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the bidding documents.
- 12.2 DUHS reserve rights to cancel any / all bids OR exclude / drop / cancel bid of any particular canteen.

13. Signing of Contract: -

- 13.1 In case of award, the Contractor shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Contractor.

14. Period of Contract: -

- 14.1 Initially **contract shall be signed for a period of one year (12 months), effective from the date of signing of contract,** however, DUHS at its own discretion can extend the period of contract for a further mutually agreed period (maximum for two more terms). In case of extension in canteen contract beyond the one year period, rent will be increased by 10% per annum.

15. Bid Security / Performance Guarantee: -

- 15.1 The Bidder shall enclose the Bid Security not less than 5% of total annual rent offered by the bidder in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period.
- 15.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 15.3 The Successful bidder shall submit the Performance Security / Guarantee not less than 10% of the total annual rent offered by the bidder in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract.
- 15.4 The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee.
- 15.5 The Performance Security / Guarantee of the bidder shall be forfeited, in case of contractor fails to provide the satisfactory services. The Performance Security / Guarantee of the contractor shall be returned after expiry of contract and settlement of all claims by the DUHS.

16. Clarification of Bidding Document: -

- 16.1 A prospective company requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of DUHS response will be forwarded to prospective companies (if not already clarified in the bidding documents or deemed necessary for the company).

17. Cancelation of Contract: -

- 17.1 If the Contractor fails to provide the satisfactory services, the DUHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The DUHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

18. Arbitration: -

- 18.1 Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the DUHS and Contractor. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the DUHS and Contractor within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of **CENTRAL CANTEEN / CAFETERIA**
on Rental basis at Ojha Campus of Dow University of
Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

Signature
Name & Designation of Signatory

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of DOW UNIVERSITY HOSPITAL CANTEEN / CAFETERIA on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

Signature
Name & Designation of Signatory

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of OT COMPLEX CANTEEN / CAFETERIA on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

Signature
Name & Designation of Signatory

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of DOW COLLEGE OF PHARMACY (DCOP) CANTEEN / CAFETERIA on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

**Signature
Name & Designation of Signatory**

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of OUTSIDE GIRLS HOSTEL CANTEEN / CAFETERIA on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

Signature
Name & Designation of Signatory

PROFORMA TO BE FILLED BY THE CONTRACT

Name of Canteen Applied for: Running of OPD BLOCK CANTEEN / CAFETERIA on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.

Name of the Company / Contractor: _____

Date of Establishment: _____

Corporate Status: _____

Owner / Proprietor / MD / CEO Name: _____

CNIC No. _____

Mailing Address: _____

Contact No (s). _____

Cell No(s). _____

Email Address: _____

NTN No. _____

SST No. _____

Details of Staff to be assigned:

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

Monthly Rent Offered in Figure: _____

Monthly Rent Offered in Words: _____

Company's Stamp

Signature
Name & Designation of Signatory

SPECIAL TERMS AND CONDITION

Name / Title of Canteen: *Canteens / Cafeterias on Rental basis at Ojha Campus of Dow University of Health Sciences, Karachi.*

1. Contractor will bring / provide the following Items:
 - 1.1 Deep Freezer and Refrigerator;
 - 1.2 Cooking Range;
 - 1.3 Micro-wave Oven;
 - 1.4 Air-conditioning (if required);
 - 1.5 Chips fryer Machine with Chip Cutter;
 - 1.6 Glass showcase for display of items;
 - 1.7 Crockery & Cutlery
2. The Contractor will provide the best quality furniture / fixture (viz. chairs, tables, cupboards, showcases etc.) for Canteens / Cafeterias and will be responsible for repair and maintenance of the furniture / fixture or any other installation, if any damage caused by them.
3. Utility Charges:
 - 3.1 **Electricity and Gas:** The contractor shall have to pay monthly amount towards consumption of Electricity and Gas in accordance with reading of sub meter and also amount of load charges.
 - 3.2 **Water Charges:** The contractor shall have to pay Rs. 5,000/- (Rupees five thousand only) per month towards water consumed by him in the canteen.
4. Canteen will be kept open from 08:00 AM to 10.00 PM whole week (as per University policy).
5. Performance Security Deposit (10% of Total Annual Rent offered by the bidder) 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 quality of food and services up-to the satisfaction of the management However, a penalty up-to minimum Rs. 3,000/- and maximum 5,000/- per complaint will be imposed subject to the verification by the Management.
7. Management reserves the right to terminate the contract at any time on 07 days' notice. However, the contractor will give one month notice in writing if the desires to vacate the canteen before the expiry of the contract Agreement.
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 allowed.
10. Contractor will ensure that no “**Stock Out**” of any item from the displayed **Menu List**.

11. Fresh Milk will be used for **Tea**
12. Competent Authority of DUHS and Contractor will mutually decide the rates of items, which shall be reviewed from time to time according to the prevailing market trend.
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, bathrooms 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. A complaint / comment book to record complaints / suggestions shall be available at main counter, and this book shall be open to inspection by persons duly authorized by DUHS. The Contractor shall inform DUHS 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 Contractor is responsible to place electronic scale on the counter to confine the weight of items mentioned in the list.
17. The contractor will not be allowed to sublet the work to any other firm (s) / person (s) or contractor (s).
18. The University's authorized representative(s) shall visit periodically to check and inspect the hygiene of kitchen, quality of food ingredients, edible oil etc. and contractor will be bound to follow the recommendations and guidelines of the authorized representative(s).
19. 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 contractor shall not enhance the rate and revise food item quantity/volume, unless the Competent Authority of DUHS give approval in writing for the increase of rate and change in quantity/volume.
20. That the contractor shall pay rent on 1st week of each month in advance to the DUHS including water charges and use of premises.
21. The Contractor shall pay charges for electricity consumed at the Tariff Rate paid by DUHS to KE / Units and SSGC / MMBTU consumed within due date of payment of utilities companies as per Services Deptt estimates/billing.
22. That DUHS shall not be responsible in any way for the safety of the articles belonging to the Contractor.
23. Inventory of furniture/fixture/machinery/equipment, electric, water and gas fitting shall be prepared by the DUHS which shall be verified by the Contractor and signed by him.
24. That any shortage or loss/damage found at any stage during the contract period, contractor shall be responsible for the replenishment of shortage / loss and the rectification of damage or in case of revocation of this act before its expiry all fittings shall be handed back by the Contractor to the DUHS 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 contract agreement 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 Vice Chancellor of the DUHS, Karachi, for arbitration in the manner provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his award which shall be final, conclusive and shall be binding on the parties hereto.

26. That the Contractor shall not use the canteen space and infrastructure for marketing of any product.
27. That the Contractor will report immediately about any political or religious activities i.e. Poster, panaflex, etc. in his canteen.
28. The Contractor is responsible to ensure the display of approved Rate List as issued of the DUHS/ University Authority. Penalty of Rs. 1,000/- will be imposed if the Contractor failed to identify the display of the same during any surprise visit. The Contractor is responsible to place electronic Scale on the counter to confirm the weight of items mentioned in the food list.
29. The Contractor will abide all the above clauses of the agreement & the instruction, which will be issued from time to time by the DUHS, in case of the failure / violation, the minor / major penalty may be imposed accordingly.

Company's Stamp

**Signature
Name & Designation of Signatory**

(The offered rates shall be valid for a period of 12 Months effective from the date of Contract).

CONTRACT AGREEMENT

This Agreement is made at Karachi on ___ day of _____ 2021 to be effective from _____, 2021 between the Dow University of Health Sciences, Karachi, through the Registrar duly empowered to execute the agreement, hereinafter called the DUHS, which term shall include SUCCESSOR and assigns the Dow University of health Sciences, Karachi of ONE PART.

AND

Mr. / Ms. / Mrs. / M/s. _____, C.N.I.C No. _____
Resident of _____ hereinafter referred to as the Contractor which term shall include the EXECUTOR, legal heirs, Administrator and assigns of the OTHER PART.

WITNESS AS UNDER:

Whereas, DUHS invited bids to run the Canteens / Cafeterias on Rental basis at Ojha Campus of DUHS, Karachi vide **IFB No. DUHS/DP/2021/141, Dated: 07 May 2021** and DUHS is agreed to permit the Contractor to run the Canteens / Cafeterias [insert name of canteen] on Rental basis at Ojha Campus of 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 to be submitted along with the application. The Contractor shall not use the name of the DUHS in business dealing with other persons or traders.

NOW THEREFORE, THUS INDENTURE WITNESSETH UNDER:

Contract shall be for a period of one year at the first Instance with effect from the date of signing of contract, renewable for another year from the date of Agreement, however, DUHS at its own discretion can extend the period of contract for a further period of third year. The contract may be terminated without assigning any reason by DUHS, by giving one week notice or by the Contractor on one month notice.

1. (a) That the Contractor 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 DUHS in accordance to the rates and specification approved by the competent authority of DUHS. However if any item is required to be included in the approved list, prior approval from the competent authority is essential.

1. (b) That the Contractor shall maintain the items / assets in good order already provided by the DUHS in the Canteen. The Contractor will be responsible for repairs of broken furniture provided that damage is not caused by the students / employees. The Contractor is bound to give information in writing to DUHS, at the same time of any incident resulting in damage to University property.

1. (c) That the Contractor shall provide best quality Furniture / Fixture, Air-conditioning, Refrigerator, Deep Freezers and Oven at his / her own cost and keeps them neat and cleans in the Canteen.

2. (a) That the Contractor shall arrange good standard type of crockery and cutlery in the premises of Canteen at his/her own cost and its use in the Canteen shall be subject to the approval of the Competent Authority, as to their suitability and hygienic condition.

2. (b) The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the canteen hall. DUHS will not provide any cleaning materials/dusters, etc. for the same. The Contractor 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 Contractor shall be personally responsible for the conduct and behavior of his staff. The personnel appointed by the Contractor 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 contractor shall be responsible for maintaining cleanliness in the area surrounded of canteen

4. (a) That the Contractor 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 Contractor may be required to provide fitness certificate from any reputable hospital within 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 Contractor for Canteen service.

S#	Worker	Nos.
1.	Manager	
2.	Counter Service Staff	
3.	Chef / Cooks	
4.	Waiter	
5.	Cleaners	
6.	[Any Other – give details]	

4. (b) The Contractor shall operate the canteen during working days between 08:00 AM to 10:00 PM.

5. Underage worker (below the age of 18 year) cannot be permitted to work at any canteen in the University.

6. (a) That the Contractor shall pay fixed rent for first year @ _____ per month on 1st week of each month in advance to the DUHS along with water charges @ PKR 5,000/- per month and use of premises and for permission to run the canteen, changeable time to time by the DUHS.

6. (b) In case of extension in canteen contract beyond the one year period (maximum for two more terms), rent will be increased by 10% per annum.

6. (c) The Contractor shall pay charges for electricity and gas at the Tariff Rate paid by DUHS to KE / Units and SSGC / MMBTU consumed within due date of payment of utilities companies as per Services Department estimates / billing.

7. The Contractor shall use only good quality raw materials in preparation of eatables in the approved list. The Oil, Ghee, Cereals, Flour etc. He will keep a minimum of two week stock of these items in the Canteen.
8. The Contractor shall keep the canteen premises clean and hygienic and shall make his own arrangements for clearance of canteen waste material / garbage on day to day basis.
9. The Contractor keeps all eatable in fly-proof and dust proof containers. In case of any food poisoning / contamination the Contractor 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 Contractor and if any such incidence or food adulteration is found, action deemed fit, including termination of the contract and/or black listing of the firm / forfeiting of the performance security deposit by the Competent Authority.
10. DUHS 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 maintain 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 the canteen, fresh juices should be prepared with fresh and best quality of fruits only.
11. That the Contractor shall be fully responsible for the safety of the articles / furniture / fixtures / machinery of the Canteen.
12. The Contractor will deposit a performance security deposit amounting to PKR _____ (@ 10% of Total Annual Rent). Against the security of the furniture / fixture / machinery / equipment provided by DUHS in the canteen or any other loss, wear & tear and acts of outside criminal interference, or material causes and riots etc. Loss or damage will be recovered by DUHS from the security deposit, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Contractor on completion of Contract. The security deposit will bear no interest.
- 11.1 That in the event of the conditions here of not being fulfilled by the Contractor, the DUHS shall have the right to forfeit the amount thereof.
- 11.2 That the Contractor shall have the right to take back the performance security deposit after the successful and satisfactory completion of the license in the above mentioned clause.
13. That the Contractor shall be liable to remedy all the damages and losses of the property belonging to the DUHS, provided that the damages are not caused by the students / employees, which shall have to be adjudged through proper evidence.
14. That the 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. Contractor shall also be liable to be fined for wholesome or stale or recycled food being served or the Canteen being kept unhygienic.
15. Inventory of electric, water and gas and other fittings, installations or placed goods shall be prepared by the DUHS which shall be verified by the Contractor and signed by him.
16. That any shortage or loss / damage found at any stage during the contract period, contractor shall be responsible for the replenishment of shortage / loss and the rectification of damage or in case of revocation of this act before its expiry all fittings shall be handed back by the Contractor to the DUHS in good condition, consideration being given only to genuine wear and tear.

17. In case of any dispute the matter shall be referred to the Vice Chancellor, DUHS and his decision will be final and binding on the Contractor.

18. The Contractor 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 canteen 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.

19. Whenever, new items are introduced prior approval of the quality, quantity and price shall be obtained by the Contractor from the DUHS Management.

20. The Contractor shall bear all the expenses for running the canteen and the DUHS 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.

21. The Contractor shall display the rate of all such articles preferably near the counter. All articles sold in the canteen by the Contractor shall be in accordance with the approved rates and Contractor will not be allowed to charge any extra payment / amount other than the approved Rate List. In case of revision / enhancement of the charges for any edible item the prior permission is required.

22. A complaint book to record complaints shall be available at main counter, and this book shall be open to inspection by persons duly authorized by DUHS. The Contractor shall inform DUHS 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 Contractor is responsible to place electronic scale on the counter to confine the weight of items mentioned in the list.

23. The Contractor will abide all the above clauses of the agreement and the instruction, which will be issued time to time by the DUHS, 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 for longer period, he/ she will require to intimate the Management.

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

26. All the Campuses of DUHS are "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.

27. Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the contract agreement 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 Vice Chancellor of the DUHS, for arbitration in the manner provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his award which shall be final, conclusive and shall be binding on the parties hereto.

28. That whenever the DUHS feels that the quality and quantity of the edible items are not provided according to the approved specifications and quantities, DUHS will be entitled to cancel the contract giving seven (7) days' notice to the Contractor.

29. 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 Contractor.

30. DUHS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

31. The DUHS, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DUHS's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

32. The Contractor is liable to abide/follow the directions/instructions of University Administration to be issued from time to time.

Stamp & Signature of Canteen Contractor

Name: _____

Designation: _____

Stamp & Signature
Officer Authorized on behalf of
Dow University of Health Sciences
Karachi

INTEGRITY PACT

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

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]