

RAWALPINDI MEDICAL
UNIVERSITY RAWALPINDI



**BIDDING DOCUMENTS FOR
CANTEENS / LAUNDARY SHOP/
FRUIT AND VEGETABLE SHOP**

Tender Fee : Rs.1,000/= Each (Non – Refundable)

CONTRACT OF

1. Canteen Hostel No.1 Rawal Road, Rawalpindi
2. Canteen Hostel No.2 National Market Rawalpindi
3. Canteen Hostel No.4, Rawal Road, Rawalpindi
4. Canteen Main Campus Tipu Road, Rawalpindi
5. Canteen New Campus RMU NTB, Rawalpindi
6. Fruit & Vegetable Shop RMU Staff colony Rawal Raod Rawalpindi
7. Laundry Shop RMU Staff colony Rawal Raod Rawalpindi (Only Shop)
8. General Store Staff colony Rawal Raod Rawalpindi

Date & Time of Receipt & Opening of Tender	Bid Security	Tender opening Place / Venue
Receiving date 30-1-2023 at 11:00 a.m. Opening date 31-1-2023 at 11:30 a.m.	Laundry Shop Rs.100,000/- Canteens Rs.100,000/- each Fruit & Vegetable shop Rs.50,000/- General Store staff colony Rs.100000/-	Academic Council Hall, NTB RMU (Holy Family Hospital Rawalpindi)

Rawalpindi Medical University, Rawalpindi invites sealed bids from the interested bidders for the contract of Canteens, , Laundry Shop and Fruit & Vegetable Shop separately. Interested bidders may get the tender documents at the address mentioned below on submission of written application along with payment of non-refundable fee of Rs.1,000/- one thousand only) for each tender participated Tender documents shall be issued / received as per advertised schedule during office hours. Tender documents are also available on RMU website www.rmur.edu.pk.

S.No	Name of Bidder	
2.	Address	
3.	National Identity Card	
	(Please attach attested copy)	
4.	Telephone Number	
5.	Tender Purchased Receipt Number and dated	
6.	Deposit at call No (CDR)	
7.	Amount of Deposit at call	
8.	Name of Bank and Branch	
9.	National/Sales Tax/ NTN Reg. No	

Certified that the terms of the tender noted carefully. In case of award of contract, our firm shall comply with these terms and conditions.

Signature of Bidder: _____

Dated: _____

Stamp: _____

Bid Security: Rs _____/- each tender Participated

CDR in favor of vice chancellor Rawalpindi Medical University Rawalpindi.

SUBJECT: - TERMS & CONDITIONS REGARDING RUNNING OF Canteens, , General Store, Laundry Shop and Fruit & Vegetable Shop **of RMU Rawalpindi**

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document available at PPRa Web Site, www.ppra.punjab.gov.pk & RMU Website www.rmur.edu.pk

General Instructions:

1. Content of Bidding Document

1.1 The required bidding procedures, and the Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Contract Form;
- (g) Bid Form;
- (h) Price Schedule.

1.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all well reputed contractors in Pakistan for running Canteens, , General Store, Laundry Shop and Fruit & Vegetable Shop at college/ university or other government organizations.

2.2 The bidder must possess valid food license (where applicable); they should have a documentary proof to the effect.

2.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

2.4 Any offer not received as per terms and conditions of the Bidding documents is liable to be ignored. No offer shall be considered if:-

- i. Received without earnest money from any contractor.
- ii. It is received after the time and date fixed for its receipt.
- iii. The tender is unsigned
- iv. The offer is ambiguous.
- v. The offer is conditional.
- vi. The offer is from a firm, black listed, suspended or removed from the approved list.
- vii. The offer is received by telegram/fax.
- viii. Offer received with shorter validity than required in the tender enquiry.

4. Eligible Goods and Services

4.1 All edible goods and related services to be supplied under the contract shall have their in eligible source and all expenditures made under the contract shall be limited to such goods and services.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing and shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest rate for canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop items.

8.2 The determination shall take into account the Bidder's financial, technical, and production capabilities for canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop. It shall be based upon an examination of the documentary

evidence of the Bidder's qualifications submitted by the Bidder, pursuant to evaluation criteria as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5The Procuring Agency shall disqualify a Bidder if it finds, at any stage, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

I. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

II. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid

Submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

10.1 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 written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

(a) A Bid Form and Price Schedule completed in accordance with instructions to the bidder (to be submitted along with financial proposal);

(b) Documentary evidence established in accordance with instruction to the bidder. That the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

(c) Documentary evidence established in accordance with instruction to the bidder that the edible goods/ services to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and signed the Price Schedule furnished in the bidding documents indicating the goods and services to be supplied/sold, a brief description of the goods, specifications, quantity, and prices.

13. Bid Prices

13.1The rent/ utility charges and bid security for each given in tender inquiry should be mentioned in the contract.

13.2Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.

13.3The Bidder is required to offer competitive rent/price.

13.6 While tendering your quotation, the present trend/ inflation in the market should be kept in mind. No request for increase in price or decrease in rent/price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees.

15. Documents Establishing Bidder's Eligibility and Qualification

15.1The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidder and bidder will submit valid CNIC license from food authority and medical certificate of service provider., list of employ supposed to working manager at site (immediate inform if there is a change), affidavit for sub letting.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

(a)National Tax Number (NTN) and General Sales Tax Number, provincial sale tax (if applicable) with documentary proof shall have to be provided by each Bidder in the tender.

(b)The Bidder/ Manufacturer shall submit an affidavit on legal stamp paper of Rs. 100/- that his firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.

(c)The Bidder should have **minimum 1 years or more experience** in the market, as specified for relevant services. Documentary proof shall have to be provided in this regard.

(d)The Bidder shall provide, latest tax paid and at least one year bank statement.

16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.

16.1 Pursuant instruction to the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods& services, which the Bidder proposes to supply under the Contract.

17. Bid Security

17.1 Bid Security **mentioned for each tender** amount will have to be deposited in the form of call deposit and in case the offer is withdrawn, amended or revised during the validity period of the offer, the bid security is liable to be forfeited. Process will be initiated and sole discretion of Procuring Agency

18. Bid Validity

18.1 Bids shall remain valid for a period of one hundred and twenty (120) days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period.

18.3 Bidders who,

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any alternation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of company.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. Captioning details as (i). name of bidder (ii) tender participated (iii) submission date and time.

20.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

b) bear the Institution name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified Instruction to the bidder not later than the time and date specified in the Invitation for Bids.

21.2The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Instruction to the bidder in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to Instruction to the bidder shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Instruction to the bidder. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure (under Punjab Procurement Rules 2014)

24. Single stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure shall be applied: The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion; Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened; The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements; during the technical evaluation no amendments in the technical proposal shall be permitted; The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance; After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and The bid found to offer lowest rate of edible items will be accepted, bidder offering subsidies in maximum numbers of edible items in the rate will be preferred.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27. Preliminary Examination

27.1The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/contractors do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4Prior to the detailed evaluation, pursuant instruction to the bidder the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is

06	Affidavit regarding Non- Black Listing / Defaulter of any Government Institution	20
	Total	100

Note. Qualifying Marks for approval of Technical Bid = 65%

30. Contacting the Procuring Agency.

30.1No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

30.2Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

31.2The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

32. Re-Bidding

32.1If the Procuring Agency rejects all bids in pursuant to instruction to the bidder, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated having maximum discount in maximum number of item submitting in the financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of Award

35.1 The Procuring Agency reserves the right at the time of Contract award to increase or decrease, the quantity of goods and services originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no price negotiations with the bidder having submitted the evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA, 2014.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify

The successful Bidder in writing by registered letter that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal stamp paper. The Procuring Agency shall issue the letter of intent of contract to successful bidder and offer letter will be issue after signing the contract. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their bid Security/ earnest money to the extent of

proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the Procuring Agency may award the contract to the next lowest responsive bidder

39. Performance Guarantee.

39.1The Performance Guarantee mentioned in the tender inquiry. The performance security shall be deposited in the shape of deposit at call (CDR). In case, the contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract, the security deposited by him shall be forfeited.

39.2Failure of the successful Bidder to comply with the requirement of instruction to the bidder shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to next evaluated Bidder or call for re-bidding.

40 Redressal of grievances by the Procuring Agency.

40.1 Any complained lodged by bidder will be addressed by redressal of grievances committee already existing in RMU Rawalpindi who will decide the case according to PPRA rules 2014 within given frame of time.

40.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

40.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

40.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

40.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Procuring Agency and the Successful bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Price/Rent" means the price payable to the Vice Chancellor RMU, Rawalpindi under the Contract for the full and proper performance of its contractual obligations.

c. "The Goods" means edible items & consumables which the Supplier is required to supply to the Procuring Agency under the Contract.

d. "The Services" means those services ancillary to the supply of above goods, e. "GCC" mean the General Conditions of Contract contained in this section.

f. "SCC" means the Special Conditions of Contract.

g. "The Procuring Agency" means Rawalpindi Medical University Rawalpindi.

h. "The Procuring Agency's Country" is the country named in SCC

i. "The Supplier" means the individual or firm supplying the goods/ service under this Contract.

j. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The goods/service supplied under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

4. Use of Contract Documents and Information

4.1The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of performing the Contract.

4.3Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

4.4The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

9. Inspections and Tests.

9.1The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications from time to time as per SOP's

9.2For the purpose of inspections and tests of equipment. The Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the contractor

9.3The Procuring Agency's right to inspect, test and, where necessary, reject the goods of services and find/ cancellation of the contract will be done.

9.4Nothing in GCC good/ service shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1 The goods/ service shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods/ Services . The details of documents to be furnished by the Supplier are specified in SCC.

12. Warranty

12.1 A warranty/ security will be provided by The contractor regarding food standard is mandatory.

13. Contract Amendments

13.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

14. Termination for Default

14.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

a.if the Supplier fails to deliver the services within the period(s) already mentioned

b.if the Supplier fails to perform any other obligation(s) services under the Contract.

c.if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

15. Force Majeure

15.1 Notwithstanding the provisions of GCC, the Supplier shall not be liable for forfeiture of its Performance Guarantee/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Redressal Committee of grievances RMU RWP shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Suppliers shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

16. Termination for Insolvency

16.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

17. Arbitration and Resolution of Disputes

17.1The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

17.2If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

17.3In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The **Vice Chancellor Rawalpindi Medical University Rawalpindi** or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

18. Governing Language

18.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

19. Applicable Law

19.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

20. Notices

20.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

Special Conditions of Contract (SCC)

1. The rate contract through this tender/contract will be for period of one year and extendable for a period of another 02 years yearly basis subject to good performance and issuance of approval by Competant Authority Rawalpindi.
2. **The Rate List of Edible items** is Final and will be applicable for whole of the contract period irrespective of any change in currency rate in open market.
3. **The Contractor** will be bound to provide services **24/7 as when andwhere is required**
4. **THE Contractor** will be bound to observe the Food Standards, Hygienic conditions and cleanliness measures. The periodic inspection will be done by the committee notify by the competent authority of the university and contractor shall cooperate with the committee and any slackness can lead to the fine up to **Rs.10, 000/-** for each violation reported **or cancellation of the contract.**
5. The staff must be in proper uniform.
6. **The Contractor** will be bound to provide the Bio-data of employees, record of medical checkup & vaccination.
7. **THE Contractor** will arrange Fine quality Crockery & Furniture at his own level.
9. The use of Steel/Silver and other unhygienic material Crockery is prohibited.
8. **THE Contractor** will not make any alteration/damage to canteens, , General Store, Laundry Shop and Fruit & Vegetable Shop Buildings and type of damage made to electric appliances/water supply system/Sanitary fitting/Sewerage System irrespective of any cause and level to make any loss good in this regard and in the same satisfactory conditioned contractor is supposed to hand over the places at the time of the end of the contract.
9. **THE Contractor will pay the Utility Bills on Commercial Tariff i.e. Sui Gas, Electricity** on monthly basis as per the reading of the meters installed and will submit the copy of cleared bill to the **Admin office in case of non installation of meter instruction given in tender inquiry.**
10. **THE Contractor will not sell prohibited items i.e. Cigarettes, Pan,Naswar,Gutka and any kind of Narcotics/Drugs** and sale only **THOSE ITEMS FOR WHICH CONTRACT HAS BEEN SIGN.**
11. **THE Contractor** will not use Canteen Building for any Un-Social,Immoral and Unlawful activities. The Contractor will be bound to give the Undertaking on Judicial Stamp Paper of **Rs.100** duly attested & stamped by Notary public; violation may leads to **cancellation of the contract.**
12. **THE Contractor will also submit the Character Certificate & Police Verification & Undertaking** of Non-Black listing in any Public/Private department on Judicial Stamp Paper of **Rs.100** duly attested & stamped by Notary public.
15. The contractor must maintain quality.
13. The contractor will ensure use of branded ingredients for preparation of food i.e. Dalda oil, Lipton/Tapal Tea and spices of national etc. The product has already declared injurious to health by the relevant authorities should not be used.
14. Hygienic environments in the cafeteria/canteen , , General Store, Laundry Shop and Fruit & Vegetable Shop must be maintained.
15. Official tea parties/lunches/dinners will be arranged by the contractor, whenever required, 20% discount will be applicable.
21. TheRMU Staff will get 10%discount as per rate list.
16. The Contract period can be extended further if required by the competent Authority.
17. The firm has no right to make any change in the tender once submitted. The firm will not attach any condition with the tender.
18. The firm should be registered in the Income/Sales Tax/ provincial Tax.

19. All canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop will provide the services only to students and employee of RMU RWP and should be declared as welfare canteen.
20. There should be uniform policy regarding all of canteens.
21. All canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop shall have a complaint box.
22. The rate lists shall be displayed at prominent places in the canteens.

(Sig.of Bidder)

(Vice Chancellor RMU Rawalpindi)

Supplier Address for notice purpose **Procuring Agency’s address**

..... for notice purpose shall be the

**Vice Chancellor
 RMU Rawalpindi)**

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

CONTRACT FOR RUNNING CANTEEN, , GENERAL STORE, LAUNDRY SHOP AND FRUIT & VEGETABLE SHOP AT RMU Rawalpindi)

THIS AGREEMENT is entered into at RMU Rwp _____ to _____ for One Year &Extendable subject to satisfactory performance and approval is granted by Syndicate committee RMU RWP and between:

The Vice Chancellor RMU Rawalpindi) through its representative (Officer Incharge Admn NTB & OTB) (Referred to as Client) which expression shall, where the context permits, include its executors, administrators, successors-in-interest and assigns of the first part.

AND

M/s. _____ (hereinafter referred to as “Canteen Contractor” which expression shall, where the context permits, include its executors, administrators, successors-in-interest and assigns) of the second part;

WHEREAS

Name of Firm _____

Authorized Person (Name) _____

Address _____

CNIC # _____

Signature & Stamp _____

**VICE CHANCELLOR
 RAWALPINDI MEDICAL UNIVERSITY
 RAWALPINDI**

TYPE OF SERVICE:

NOW, THEREFORE, THIS SERVICES AGREEMENT WITNESS AS FOLLOWS:

- 1 This agreement will be in force for a period of one year and may be terminated. at the end of this period by either party giving not less than One month’s prior notice in writing.
 Upon termination of this agreement The contractor shall be permitted to remove all its items/equipment, which may have placed by it upon the premises but subject to clearance of dues if any and handing over the area of canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop building to RMU management.
2. The rate list provided by RMU RWP through bid is applicable for one year.
3. This contract can be extended further on yearly basis subject to approval by competent Authority of RMU RWP for a period of 3 years including 1st contract on the basis of mutual consent rent will be increased as PPRA rules 2014.
- 4 The contractor will deposit security/performance guarantee in the form of CDR in favor of Vice Chancellor, given in the tender enquiry which will be returned to contractor satisfactory completion of contract.
5. An administrative committee of RMU RWP will oversee the affairs of canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop including standard of food and implementation of terms & condition of tender under direction of Vice Chancellor RMU.
6. The contractor shall appoint a responsible and experienced Manager of canteen, , General Store, Laundry Shop and Fruit & Vegetable Shop, who shall look after routine affairs and co-ordinate with RMU RWP management.

7. If services of canteen contractor found unsatisfactory or terms & conditions of the agreement are violated, the contract shall be terminated on 15 day's notice.
8. Rates of food items & detailed terms will be treated as part of this contract.
9. The contractor will not allow subletting The to someone else, if found doing so the contract will terminate immediately.
10. The Contractor will not provide any item to students/employees on **CREDIT/UDHAR BASIS**. If any arrears arise the RMU RWP management will not be responsible.
11. The contractor will not involved in litigation. In case of any dispute, the decision of **Vice Chancellor RMU Rawalpindi**) will be final and would not be challengeable to any court of Law.
- 12 Instruction regarding Rent utility charges of the following canteens/shops and laundry shop is as under-

S.No.	Particular	Monthly Rent	Electricity Charges	Sui Gas Charges	Security Deposit (Refundable)
1.	Canteen RMU Main Campus	26,572	As per actual consumption on meter	As per actual consumption on meter	100,000/-
2.	Canteen RMU NTB	32,810	25,000/- per Month	25,000/- per Month	100,000/-
3.	Hostel No. 1	12,405	As per actual consumption on meter	As per actual consumption on meter	100,000/-
4.	Hostel No. 2	12,405	As per actual consumption on meter	As per actual consumption on meter	100,000/-
5.	Hostel No. 4	13,646	As per actual consumption on meter	As per actual consumption on meter	100,000/-
6.	General Store RMU Staff colony	38,974	As per actual consumption on meter	-	100,000/-
7.	Fruit & Vegitble shop Rawal Road Rawalpindi	10,248/-	As per actual consumption on meter	-	50,000/-
8.	Laundry Shop RMU Staff Colony rawal Road Rawalpindi	10,248/-	As per actual consumption on meter	-	100,000/-

Contract money along with Taxes etc. will be deposited by the contractor as per following schedule:-

S.No.	Installment	Rent and utility charges	Date of Payment
01	1st Installment	6 months dues advanced	In advance before start of contract.
02	2 nd Installment	Three months	After 3 Months of start of contract
03	3 rd Installment	Three months	After 6 Months of start of contract
04	All applicable taxes shall be deposited at the start of contract separately.		

- 1- After the approval of bid from the competent authority, an advance acceptance letter will be issued to the successful bidder for depositing of the 1st installment in advance before formal award of contract
- 2- In case the contractor fails to deposit the 1st installment in advance before the start of contract his bid will be rejected and bid security will be forfeited along with disciplinary action against the defaulter under PPRA Rules.
- 3- Bid Security of 1st three highest bidders will be retained by the University till the deposit of 1st installment by the successful bidder. Further, University authorities reserve the right to offer the contract to the 2nd highest bidders in case of failure to deposit the 1st installment by the 1st highest bidder as per schedule.
- 4- PST @ of 16% of total bid will be deposited by the contractor along with 1st installment.
- 5- Advance Tax at the rate of 10% of total bid will be deposited by the contractor along with 1st installment.
- 6- Successful bidder will be required to enter into an agreement of the contract on a stamp paper of Rs.0.25% of total bid.
- 7- A performance guarantee / security given in respective tender inquiry shall be deposited by the contractor and will be remained in University till the satisfactory completion of contractual obligation.
- 8- Possession will be given after depositing 1st installment, 16 % PST and 10% Advance Tax, Performance Guarantee / Security within five days of the opening of financial bid.
- 9- Incase of any dispute, decision of the Vice Chancellor will be final.

- 10- The company will provide list of their staff along with CNIC copy and fitness certificate from Hospital that the examinee is not suffering from any medical illness.
- 11- The Contractor will run his business inside The building/cabin/allocated area. No stall or any other commercial activities will not be allowed outside The building/allocated area or through vender.
- 12- Sale of Cigarette/Cigar/Tobacco / narcotics etc is prohibited under law. In case of violation fine of Rs.5000/- per complaint per day will be charged.
- 13- No other commercial activities like PCO, Photo Copy etc. will be allowed.
- 14- Good quality crockery and furniture will be used by the contractor at the canteen.
- 15- Maintenance of high standard of cleanliness and hygienic conditions at The and its surrounding areas will be the responsibility of the contractor.
- 16- Canteen Contractor will display rate list at the prominent places of the canteen.
- 17- Staff deputed by the contractor will wear proper uniform with name plate of worker at the front and name of his company on the back.
- 18- In case the contractor fails to execute the contract strictly in accordance with the terms & conditions laid down in the contract, the security deposited shall be forfeited.
- 19- The security so deposited will not be adjusted in utility bills.
- 20- The security will be refunded after clearance of rent, utility bills etc.
- 21- **IN WITNESS** Whereof the parties hereto have caused this contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/Sealed by the Manufacturer/ Authorized supplier/authorized Agent.	Signed/Sealed by Vice Chancellor RMU RWP
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BID FORM

Date: _____

Tender No. _____

To

**Vice Chancellor Rawalpindi Medical University
Rawalpindi.**

Respected Sir

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer the supply and deliver the goods/services specified in and in conformity with the said Bidding Documents for the sum of (Total Bid Amount) (Bid Amount in words) or such other sums as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods/services in accordance with the schedule of requirements and as per specification.

If our bid is accepted, We agree to abide by this bid for a period given in the bid days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute binding Contract between us.

Name and address of bidder

(If none, state "none")

Date this day of 20__.

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Price Schedule**RATE LIST OF CANTEENS, RMU, RAWALPINDI**

S.NO.	NAME OF ITEMS	RATE
1.	Mix Tea (200 ml Disposable cup)	
2.	Tea cup (Tea Bag, 200 ml Disposable cup)	
3.	Doodh Patti (Tea Bag, 200 ml Disposable cup)	
4.	Green Tea (Tea Bag, 200 ml Disposable cup)	
5.	Cold Drinks <ul style="list-style-type: none"> • Regular • Disposable • Cane 	
6.	Nestle Juices (Small, Large)	
7.	Mineral Water (Small, Large)	
8.	Biscuits Half Roll, Tiki Pack	
9.	Chocolates	
10.	Chips	
11.	Chicken Sandwich 180gm	
12.	Chicken Roll 200gm	
13.	Chicken Shawarma 220gm	
14.	Rooti 80g	
15.	Rooti 100g	
16.	Paratha 120g	
17.	French Toast 100gm	
18.	Boiled Egg 1 whole	
19.	Fried Egg 1 whole	
20.	Egg Amlat 1 whole	
21.	Samosa Potato 150gm	
22.	Chana Chaat single 220gm	
23.	Fruit Chaat single 220gm	
24.	Simple Burger 200gm	
25.	Egg Burger 180gm	
26.	Chicken Palao 1/8 chicken piece with raita & salad	
27.	Chicken Baryani 1/8 piece with raita & salad	
28.	Chicken Baryani (1/8 Chicken Piece)	
29.	Chicken Jalfaraizi 1 Plate	
30.	Daal with Chicken Roast	
31.	Karay Pakora 1 Plate	
32.	Sadadaalchawal	
33.	Mix vegetable 1 Plate	
34.	Pakora (weight 250 gm)	

RATE LIST OF FRUIT & VEGETABLE SHOP, RMU, RAWALPINDI

S.NO.	PARTICULAR	Given percentage less than Retail Price/ Market rate (%)
1	Fresh Vegetable	
2	Fresh Fruit	

RATE LIST OF GENERAL STORE , RMU, RAWALPINDI

S.NO.	PARTICULAR	Given percentage less than Retail Price/ Market rate (%)
1	Company Item	
2	Groceries Items	

RATE LIST OF LAUNDARY SHOP, RMU, RAWALPINDI

S.NO.	PARTICULAR	Rate		
		Washing	Press	Dry Cleaning
1	Gents Suit (Shalwar Qameez)			
2	Ladies Suit (Shalwar Qameez)			
3	Pent			
4	Coat			
5	Shirt			
6	T-Shirt			
7	Trouser			
8	Blanket			
9	Bed Sheet			
10	Jacket			
11	Carpet per square meter			
12	Curtain per square meter			
13	Over hall			
14	Cotton suit (Gents)			
15	Cotton Sut (Ladies)			
16	Towel small & Large			
17	Sleeping Suit			

On account of welfare status for students and RMU employee's maximum concession of the rates in the large numbers of items offer by the bidders will be preferred.

I have read the rate list carefully. I have accept the above mentioned rate list and offer monthly Rent;Rs._____. Rs_____Amount

in words

Amount in figures

Name of the Bidder:_____.

Address:_____.

Signature & Stamp:_____.

CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders.

SR#	Detail	Yes/No	Page No
	<u>KNOCK OUT CLAUSES</u>		
1.	Original receipt for purchase of tender		
2.	Minimum experience 1 years business history from the date of Registration.		
3.	Acceptance of terms and condition, tender documents duly signed and stamped.		
4.	Company profile (where required)		
5.	Price should not be mentioned on technical bid		
6.	Bank statement/ Balance sheet, National tax number, Professional Tax and General Sale Tax number certificate.		
7.	List of Contract made to Govt. And private sector		
	<u>GENERAL CLAUSES</u>		
8.	Detail of staff to be provided.		
9.	Latest tax paid, balance sheet, audit inspection report, at least one year bank statement.		

Note: Fill in the check list properly/completely along with the page marking of the documents enclosed.