

SHAIKH ZAYED HOSPITAL, LAHORE.



TENDER DOCUMENTS

of

CAFETERIA IN BASEMENT NIKD SZH, LAHORE

Address: - Shaikh Zayed Hospital, Lahore. Near Punjab University New Campus, Lahore

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PROFILE OF THE BIDDER

NAME OF CONTRACTOR

ADDRESS

MOBILE NUMBER OR OFFICE NUMBER

CNIC NUMBER/COPY

NTN NUMBER

TOTAL COST OF TENDER

Total minimum Rent per Annum Rs. _____

C.D.R amount _____

CDR No. _____

SIGNATURE OF CONTRACTOR

SALIENT FEATURES OF THE CONTRACT

Date of issue of tender	
Tender Enquiry	SZH & Cafeteria NIKD
Tender Price	Rs.2000/- (Non-Refundable)
Place of issuance of tender	Accounts Department, Shaikh Zayed Hospital , Lahore
Place of submission of tender	Administrator Office, Shaikh Zayed Hospital, Lahore
Last date and time for submission of tender bid	09 – 05 – 2022 at 11:00AM
Date and time for opening the tender for Technical Proposal Bids.	09 – 05 – 2022 at 11:30AM
Place of tender opening	Administrator Office, Shaikh Zayed Hospital, Lahore
Amount of earnest money in the form of Demand Draft/Pay Order drawn on any scheduled bank.	Rs. _____/- (Copy with Technical Bid & original with Financial Bid)
Announcement of Evaluation Report	Within 10 days after preparation of technical evaluation report.
Date of commencement	Within 15 days of issue of letter of award.
Period within which formal agreement shall be accepted by the bidder from date of issue of tender of indent.	12 days
Validity of Tender Rate	12 months from the date of tender opening.
Validity of Bid	12 Months
Contract Period	1 year extendable on satisfactory performance

❖ GENERAL INSTRUCTIONS

1. INSTRUCTIONS FOR BIDDERS/CONTRACTORS(TERMS & CONDITIONS):-

The Contractor shall be issued the tender documents on payment of **Rs.2,000/- (Rupees Two Thousand Only)** non-refundable. Tender Documents will be issued from Accounts Office, SZH, Lahore on any working day from 8:00 A.M to 2:30 P.M but on Friday 8.00 AM to 12.00 PM noon.

A- PREPARATION OF THE TENDERS:-

1- Introduction

1.1 The purpose of these instructions is to provide the Bidders/Contractors with the necessary information and instructions to enable them to prepare and submit their tender bid in a coordinated manner and to establish the procedure to be followed up to the time when the contract is awarded.

1.2 Tenders shall be prepared at the Bidders/Contractors own cost and must be submitted on the attached prescribed form of Tender. All pages of the Tender Document must be signed and stamped by the Bidders. The preparation of the tender document and any correspondence in connection with the tender documents should be in English language.

1.3 No offer shall be considered if:-

- Received without Earnest Money of Rs. _____/-
- It is received after the time and date fixed for its receipt.
- The offer is ambiguous.
- The offer is received by fax or e-mail.
- The offer is received from a blacklisted firm.
- The offer is not conforming to specification indicated in the tender document.
- Any conditional offer.
- The cover envelope should indicate particular tender name, tender date.
- The envelope must be properly sealed.

2. ELIGIBLE BIDDERS/CONTRACTORS:-

2.1 This invitation for bids is open to all manufacturers/food suppliers/event managing companies/catering firms in Pakistan.

2.2 The bidders should be submitted a certificate that bidder is not involve in any/under a corrupt and fraudulent practices with government (Federal, Provincial) a local body or a public sector organization.

2.3 The bidder should have strong managing experience and state of the art Equipments/ accessories, trained staff, and hygienically approved food items.

2.4 The bidder/contractor shall provide the food samples as per requirement /satisfaction of the (CMC) as per Punjab Food Authority standards.

3. AMENDMENT IN BIDDING DOCUMENTS:-

3.1 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.

3.2 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.

4. QUALIFICATION AND DISQUALIFICATION OF BIDDERS:-

4.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the bidder that is selected as having submitted the highest evaluated responsive bid is qualified to perform the contract satisfactorily.

4.2 An 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 highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

4.4 The Procuring Agency, to take action without prejudice, to avail any other remedy or for breach of contract, a written notice shall be issued to the defaulter supplier. If the supplier failed to deliver/installation/goods as per contract within stipulated time period and failed to perform any other obligation under the contract and if the supplier engaged in any corrupt or fraudulent practices, the Procuring Agency has the right, at any stage, to terminate/disqualify the contract.

4.5 The Procuring Agency shall disqualify any bidder if it finds, at any time, that the information submitted by him concerning his qualification as supplier was false and materially inaccurate or incomplete.

4.6 After disqualification of the bidder, the Procuring Agency shall announce with a notification as such rejection of the bidder's bid and the Procuring Agency shall proceed to the next highest evaluated bid to make a similar determination of that bidder's capability to perform satisfactorily.

5. COST OF BIDDING: -

The Bidder shall be all costs associated with the preparation and submission of its bid and the Procuring Agency shall not be responsible in any case for those costs regardless of the outcome of the bid during process.

6. BIDDING FOR SELECTIVE ITEMS:-

6.1 A Bidder cannot give bid for selective items from the list of goods provided in the B.O.Q/Price Schedule.

6.2 However, Bidders cannot bid for partial quantities of an item in the B.O.Q/Price Schedule. ***THE BID MUST BE COMPLETED FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE BILL OF QUANTITY/PRICE SCHEDULE.***

7. BLACKLISTING:-

7.1 The Procuring Agency, at any stage, found consistently failed to provide unsatisfactory performance/obligation of bidders or found to be indulging in corrupt or fraudulent practices shall be blacklisted.

7.2 The Procuring Agency shall give an opportunity of hearing with the notification, with recorded reasons to the bidders before such passed the orders.

7.3 The bidder/aggrieved person shall answer within 30 days in writing, the act or omission misrepresentation, attempt to mislead or avoid any obligation and fraud. Otherwise the Procuring Agency shall determine the blacklisted of such defaulter firms and shall be issued a Notification as black listed the firm and submitted to the bidders and PPRA office with the approval of Competent Authority.

❖ PREPARATION OF BIDS

8. BID FORM AND PRICE SCHEDULE: -

The Bidder shall complete the Bid Form and an appropriate Price Schedule furnish in bidding documents, indicating the goods/food to be supplied, a brief description of the goods/food, specification, Taxes, quantity, Prices.

9. PERIOD OF VALIDITY OF TENDER:-

The tender shall be remained valid and may be made open and binding for a period of **12 months** from the date of opening the tender. Grace Period of **01 month** shall be considered after 12 months of tender validity.

10. EARNEST MONEY/BID SECURITY:-

Each tender must be accompanied by an earnest money of Rs. _____/- Earnest money shall be in favor of the Administrator SZH, Lahore in the form of Demand Draft/Pay Order drawn on any schedule Bank.

NOTE: - Cheque and / or cash will not be accepted. The Earnest Money of unsuccessful bidders shall be returned:

After award of contract to successful bidder or if all the bids are rejected after such rejection or **Fifteen (15) Days** from the date of opening the bids.

The Earnest money of the successful bidder shall be returned after **12 months** on completion of supplies/works of agreement/contract, If the bidder to whom the contract is awarded refuses or neglects to execute the whole Agreement/some items, the amount of Earnest money will be forfeited.

❖ METHOD OF BIDDING (SINGLE STAGE TWO ENVELOPS BIDDING PROCEDURE).

(i) As per PPRA Rule No. 36 (b) single stage two envelope procedure shall be followed. The bid shall be a single package consisting of two separate envelopes, containing separately the Technical and Financial proposals.

(ii) The envelope shall be marked as “Technical Proposal” and “Financial Proposal”.

In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Procuring Agency.

11. TECHNICAL EVALUATION CRITERIA:-

11.1 For the purpose of determining the highest evaluation bid, facts other than price such as previous performances, previous experiences, financial soundness and such other details of the company shall be taken in to mind.

11.2 The discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing Evaluation factors / criteria shall be applied for the TECHNICAL PORPOSAL. The numbers of points allocated to each factor shall be specified the Technical Evaluation Report.

11.3 The Financial bids of technically accepted bidders will be opened publically at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective bidder.

Sr. #	Parameters	Marks	Company Name	Remarks
1.	Company Profile:-			
	i)	Certificate of Registration/ Certificate of Chamber of Commerce Lahore.	10	
	ii)	NTN Registration	05	
	iii)	Professional Tax Certificate	05	
2.	Years in Business for Running /Cafeteria with list of Institute/University/College Served:-			
	i)	Less than 5 Years	10	
	ii)	5 Years to 9 Years	15	
	iii)	More than 10 Years	20	
3.	Financial Soundness of the Firm :-			
	i)	Bank Statement for last one year	05	
	ii)	Income Tax paid Certificate	05	
	iii)	Bank transactions up to 01 Million in last calendar year.	05	
4.	List of Staff which was work on another /Cafeteria of Institute/University/College/Other Department		10	
5.	i) Affidavit /Bidder’s Undertaking on stamp paper.		05	
6.	Technical Evaluation Committee physically checks/ examines the /cafeteria of another institute/university/college/Other Department.		30	

Total Marks = 100

Qualifying Marks: - 75%

- i. The list of technical staff along with their relative experience and certificate of credentials must be provided along with the bid.
- ii. 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. The information provided by the firm should be relevant, concise and to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact.
- iii. After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in Writing, bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- vi. Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

12 ANNOUNCEMENT OF EVALUATION REPORT:-

As per Rule 35 of PPRA-2004 (amended), the Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least Fifteen (15) days prior to the award of contract and all the bidders shall be informed of this.

13 REJECTION AND ACCEPTANCE OF THE TENDER/BID:-

- 13.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tender of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tender and the decision of the Purchaser shall be final.
- 13.2 The Tender / bid shall be rejected if:
- 13.3 It is substantially non-responsive; or
- 13.4 The Technical Evaluation Committee visit your before opened the financial Proposals if Technical Evaluation Committee are not satisfy you're
- 13.5 The bid is incomplete, partial, conditional, alternative, late; or
- 13.6 The bidder does not attach Bid Security in Shape of CDR; or
- 13.7 The bid security is not attached or it is less than the required amount; or
- 13.8 The Bidder submits more than one Bids against one Tender; or
- 13.9 The Bidder tries to influence the Tender evaluation / Contract award; or

- 13.10 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 13.11 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
- 13.12 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

14. RE-BIDDING: -

14.1 If the Procuring Agency reject seal bids that it may call for re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

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

15. CLARIFICATION, INTERPRETATIONS:-

15.1 Any information, clarifications, interpretations sought by the intending Bidder(s) must be referred to the Administrator SZH , Lahore in writing not later than **06 days** prior to the date of submission of tenders, who will issue necessary instructions in writing to all Bidders simultaneously, which will become a part of the contract.

15.2 The Bidders shall sign copies of all such agenda and submit them together with the tender documents and tender drawings. Verbal discussions shall not be considered. No extension in the closing date shall be demanded on account of any such clarification and/or interpretation having been received late.

16. AWARD OF CONTRACT:-

The bidder with highest evaluated 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.

17. PROCURING AGENCY'S RIGHT TO INCREASE 10 % RENT ANNUALLY.

The Procuring Agency reserves the right to increase the rent of by increasing **10 % on annual basis**.

18. SIGNING OF CONTRACT: -

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

18.2 Within **02 days** of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign the Contract. The Procuring Agency shall issue Purchase/Supply Order on the same date of signing of Contract after ensuring the submission of Bank Security/ Earnest Money for execution of the Contract by the

Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract/refuse/accept 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 make the Award to the next highest evaluated Bidder or call for re-bidding.

- 18.3 The Contract is to be made on *Stamp Paper worth of Rs. @ 25 paisa per every one hundred rupees* of the total value of the Contract, under Section 22 (A) (B) of Schedule 1 of Stamp Duty Act, 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.

REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES

19. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY:-

- 19.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with necessary powers and authorization, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 19.2 Any party may file its written complaint against the eligibility parameter, evaluation criteria or any other terms and conditions prescribe in the bidding documents if found contrary to the provision of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) will before the proposal deadline.
- 19.3 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written compliant concerning his grievances with in (07) seven days of announcement of the technical evaluation report and (05) five days after issuance of final evaluation reports.
- 19.4 in case the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceeding.
- 19.5 in case, the complaint is filed after the issuance the final evaluation report, the complainant cannot raise any objection on technical of the evaluation report.
- 19.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.
- 19.7 Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

❖ GENERAL CONDITIONS OF CONTRACT

20. CONTRACT DOCUMENTS AND INFORMATION:-

- 20.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the contract, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring agency in connection there with 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 as far as may be necessary for purposes of such performance.

- 20.2 Any documents, other than the contract itself, enumerated in general terms and condition, 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 it so required by the procuring agency.
- 20.3 In case of requirement, Procuring Agency/Technical Evaluation Committee may inspect the premises of bidder to inspect the Technical and Managerial Capability/setups for ensuring proper after sales services.

21. TERMINATION FOR INSOLVENCY (BANKRUPT):-

The Procuring Agency may at any time terminate the contract by giving written notice of **01 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 be accrue thereafter to parties.

22. INCIDENTAL SERVICES/CHARGES:-

The Procuring Agency will not pay any extra amount against any expenditure as incidental services incurred on it as the contract shall be fixed amount contract and include all costs. The Procuring Agency will provide all necessary documents/designs/samples for facilitation but no amount to be given in any case except the contracted amount.

23. ALTERATION IN TENDERS:-

23.1 No alteration shall be made in the form of tenders or the accompanying documents and in case such alteration is made or the bill of quantities is not properly filled in, or the instructions are not fully complied, the tender may be rejected.

23.2 Accept where otherwise specified the rates quoted in the tender shall be composite as per details in BOQ and the correspondence specification and shall be comprehensive including all taxes, duties, other inputs, all incidental charges, overheads, labour, tools, plants, equipment, transport and profits etc.

23.3 The rates shall be quoted in both words and figures, in case of any discrepancy in the quoted figures and words, the rates shall be taken correct. In the event of there being a discrepancy between the unit rate and the total amount entered for any time in the bid sheet, the rate will be taken as correct and the total amount will be adjusted accordingly when the tender is being examined.

24. SUBMISSION OF TENDER:-

24.1 Tenders should be submitted strictly according to the items specifications & conditions mentioned in this Tender Document. Conditional tenders will not be accepted.

24.2 The completed tenders shall be enclosed in the self-addressed envelope provided for this purpose. The envelope should be properly sealed and filled out with the Bidder's Name and Address and delivered in person/registered mail to the following address.

Administrator

Shaikh Zayed Hospital,
Lahore.

25. **CONFIDENTIAL:-**

All receipts of these documents for the purpose of submitting a tender (whether they submit a tender or not) shall treat the detail of these documents as private and confidential. All specifications, drawings and other documents supplied by the Employer for the bidding purpose shall be returned with the tender bid. Bidders unable to bid shall also return the same on the date of opening to the tender.

26. **ARBITRATION AND RESOLUTION OF DISPUTES.**

26.1 The Procuring Agency may resolve after coming disputes between the parties to the contact through arbitration/mediation.

26.2 If, after **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 approach to the Arbitrator for resolution through arbitration.

26.3 In case of any dispute concerning the interpretation and/ or application of this Contract shall be referred to the Administrator who shall be sole arbitrator and his decision will be final.

27. **GENERAL TERMS AND CONDITIONS:-**

- ◆ Sealed tender on complete (Contract Agreement for Running) rates are invited from the reputed and sales tax registered firms/contractors.
- ◆ “The contract” means the agreement entered into between the Procuring Agency and supplier, as mentioned in tender documents and **PPRA Rules 2004 (Amended)**.
- ◆ The contract price means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- ◆ “The Procuring Agency” means the Administrator, SZH, Lahore or the procuring agency advertised the tender.
- ◆ Rate shall be quoted on the tender documents. Items not quoted on the tender documents should be scored out.
- ◆ Tender must be filled in all respects and mentioned rates will be considered final, incomplete tenders will be rejected at the time of opening.
- ◆ Tender must be accompanied by **Earnest money/ call deposit of Rs. _____/-** in the form of Demand Draft/Pay Order drawn on any Scheduled Bank.
- ◆ The process of the tender shall be single stage/ two envelopes method (**Technical & Financial bids**) as per **PPRA Rule No. 36 (b)**.
- ◆ Bid should reach the undersigned on **09 – 05 – 2022** at 11:00 A.M and Technical Proposals will be opened on the same date at 11:30 A.M. In case of public holiday technical bids will be opened on next working day at same time.
- ◆ All taxes shall be deducted from bill according to **Federal Rules**.
- ◆ If the tender to whom the contract is awarded, refuses or neglect to execute/perform the agreement the amount of earnest money will be forfeited.
- ◆ All the contactors/firms will be observed above mention terms & condition.
- ◆ The contract is to be made on Stamp Paper worth **of Rs. 25 paisa per every one hundred rupees of the total value of the Contract** under Section 22 (A) (B) of Schedule 1 of Stamp Duty Act, 1899 read with Finance Act, 1995.
- ◆ The Administrator SZH, Lahore reserves the right to accept or reject all offers with assigning any reason as per (PPRA) **Rules No.33**.

- ◆ The bidder must be PST registered with Punjab Revenue Authority.
- ◆ The successful bidder will provide bank draft / Pay order / Bank Guarantee from any scheduled bank equal to 03 months rent of the within three days on receipt of award letter. In case of bank guarantee, the guarantee must be valid for 15 months.

28. CONTRACT TERMS AND CONDITIONS OF RUNNING SZH.

28.1 The period of contract shall be for one year from 01 – 07 – 2022 to 30 – 06 - 2023. During this period contract shall be terminated by giving two months prior notice on either side. However, if mutually agreed upon, the period of contract may be extended on expiry of the contract, on such terms and condition as may be then agreed upon.

28.2 The contractor shall bound to fulfill all the obligations prescribed under this contract and shall not enter into sub-contract with other party/ parties. The contractor shall have no right for tenancy, demise or any interest what so ever in this respect.

28.3 The bid of highest bidder will be accommodated or awarded after the approval of Competent Authority Administrator SZH, Lahore.

28.4 The contractor shall comply without any violation of laws, laid down in this contract. The contractor shall also comply by the laws of municipal/ health authorities/ who so ever applicable and other statutory requirements relating to preparations and supply of food stuffs, drinks and refreshments and shall obtain necessary license and permits in his own name and at his own expenses.

28.5 The contractor shall store food stuff, drinking water and other articles in a hygienic condition as per standard applicable.

28.6 The contractor shall ensure the supply of quality food stuff, beverages and other refreshments to the satisfaction of the Management Committee. The contractor shall use only refined cooking oil. The Management Committee has the right to inspect the materials used by the contractor periodically and impound any items, the quality of which is found substandard. The material used shall be only fresh mutton, chicken, egg, fish, or vegetable etc. The dishes shall be suitable varied every day, using different variety of vegetables etc. Tea, juices and other items which use milk should be prepared from fresh milk.

28.7 The contractor shall employ at his own expenses, efficient and experienced persons for supervision and working of the and adequate number of staff in all respect. The contractor shall ensure that such staff/employees would wear uniform as approved by the Administrator. The cost of such uniform would be borne by the contractor.

28.8 The Institute already running the above mentioned since 2003.

28.9 The Institute will be provided to the contractor only empty but furnished building 4451.50 Square Feet Covered Area of Cafeteria NIKD, SZH Lahore.

28.10 The Contractor will be arranging all materials/ goods/ crockery/ electrical items i.e Deep Freezer, Fridge and Microwave oven with own expenses.

28.11 The shall be kept open on all the days as per schedule. When the Institute would arrange the seminars, functions and conduct some other programs as may be indicated the contractor before the time of function/programs.

28.12 The contactor shall not use/occupy any other place in the premises of Institute for any other purpose. The contractor shall be responsible to all damages items/building which are installed/ existed in building.

28.13 Any damages/loss will be recovered from the security deposit in part or whole depending on the extent and nature of loss. Otherwise, the security deposit amount will be refunded to the contractor on completion of contract period.

- This security/call deposit will be returned after expiry of this contract. This contract shall be valid for one year and expandable for further one year after expiry of this contract.
- 28.15 The contractor will charge company's printed rates of various items as approved by the Management Committee and display the rates at prominent place of the .
- 28.16 The contractor shall not sublease the contract or entrust the work to anyone else without the written permission of the Management Committee.
The contractor shall carry out direction given by such authority of Management Committee for smooth running of the .
- 28.17 The rates of all items will be decided by the contractor and Management Committee. Once rates approved/decided by the contractor and Management Committee will be considered/carryout/kept **for 01 year**. The rates of goods/items of foods which are handmade or any other item rate will be changed **after 6 months** with the consent of CMC.
- 28.18 The contractor will be responsible for cleanliness of Area, crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the.
- 28.19 All sales of the shall be strictly managed through cash vouchers/slips. CMC or any other person will not be responsible for any loss in this respect.
- 28.21 The Contractor will be responsible for all things/goods which would be installed in during their services.
- 28.22 The Contractor will have to furnish the statement showing the names and wages/salaries of all the employees engaged during one year contract /agreement.
- 28.23 Management Committee reserve the right to take samples of the eatables /Raw material/ cooking items from the for the purpose of inspection and testing with a view to maintain the quality.
- 28.24 In case there are repeated failures or notified by the Management Committee due to failure of contractor performance regarding cooking items, the Chairman of the Management Committee can impose a fine up to **Rs. 2,000/-** at one time to be recoverable/charged from call deposit/bills.
- 28.25 The contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the premises.
- 28.26 In case of any dispute the matter regarding staff and Hospital staff shall be referred to the Management Committee and his decision will final.
- 28.27 The contractor shall keep and provided to Administrator SZH, Lahore list of working staff **CNIC #, Address, Mobile # etc.** and submitted the same data to the Police Station.
- 28.28 The contractor will pay the electricity bill on SZMC rate and installed sub meter at his own expenses and the contractor will also bear the electricity maintenance/repair charges.
- 28.29 The contractor will be deposited in the **Account No. 7-1 NBP SZH Branch, Lahore** both of bills Electricity Bill according to sub-meter reading and water supply on fixed rate @ **Rs.5,000/- per month before 10th of each month**.
- 28.30 The contractor will be installed the filter on drinking water as per recommended by the Administrator SZH, Lahore.
- 28.31 The contractor will not be closed the in any working day without prior written approval of the Administrator SZH, Lahore.
- 28.32 The contractor will not be changed in the approved rate of items and will not be constructed the building in the premises of will not prior written approval of Administrator SZH, Lahore
- 28.33 The contractor will be bound to fulfill all the Terms & Conditions of this contract otherwise the Administrator SZH, Lahore have a right to blacklist the contractor /firm.
- 28.34 The contractor will be bound to vacate the premises of with materials (furniture, equipment's, goods and all items etc.) after the expiry of contract or cancel the contract

otherwise the Institute will have the right to close and seal the . The contractor will have no right to any legal proceedings against SZH, Lahore. The contractor will charge handmade Items as per decided/approved rates by the CMC.

28.35 If any dispute between the contractor and Administrator SZH, the case will be referred to the Chairman for final decision. The decision of Chairman & Dean SZMC will be final and the contractor could not challenge the disputed matter in any court of law/Govt. of Pakistan in all respect.

28.37 Price control of all items will be approved by Administrator.

28.38 Sui gas connection will not be provided.

29. **SCHEDULE OF PAYMENT:-**

29.1 The successful bidder will deposit the amount of contract/ rent (in shape of cross Cheque) with all Pakistan Govt. taxes within **01 month** after the letter of award in the name of Administrator SZH.

29.2 The possession of will be given to the contractor after receiving the amount of contract in the account.

29.3 The contractor shall deposit the amount of electricity bill in the Chairman **Account No. 7-1** in every month which will issue from the Electrical Department, SZMC.

29.4 The contractor will deposit the bill of Sui gas and water charges in the **SZPGMI Account No.7-1 after every 03 months**. The contractor will be obtained the receipt of challan form Accounts Department, in this regard.

29.5 If the contractor could not deposit the above mentioned payments within due date, the authority i.e Administrator SZH have the right to impose **0.067 % penalty per day or 2 % per month** of that amount.

30. **SCHEDULE / TIMING OF CAFETERIA:-**

1. Cafeteria NIKD : 07:00 a.m. to 12:00 Midnight

ADMINISTRATOR SZH

ACCEPTANCE

I ACCEPT AND WILL ABIDE BY THE ABOVE TERMS OF CONTRACT.

(Signature of Contractor)

M/s

(Annexure-1)

CONTRACT FORM

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract)

This Contract is made at on day of 2022-23, between the (hereinafter referred to as the “Procuring Agency”) of the First part and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the “supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

Whereas the Procuring Agency invited bids for procurement of food/goods, in pursuance where of (M/s firm name) being the Manufacturer/Authorized Supplier/ Authorized Agent of items (s); and whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and services in the sum of Rs. (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs. (amount in figures and words) for free delivery items and/or unit price _____ for the total price _____ of the items of CIF portion for establishing the LC.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the general Condition of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. The price Schedule Submitted by the Bidder,
 - b. The Schedule of requirements;
 - c. The Technical Specification;
 - d. The general Condition of Contract;
 - e. The Special Condition of Contract;
 - f. The Procuring Agency’s Notification of Award;
 - g. The Scope of Work;
 - h. The Contract; and
 - i. The Bid & its Clarifications.
 - j. The Contract Specifications (attached as annexure)
 - k. Any undertaking Provided by the Firm
3. In consideration of the payments to be made by the procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the contract price of such other sum as may become payable under the provision of this Contract at the time and in the manner prescribed by this Contract.

5. (The Supplier) hereby declares that it has not obtained or induced the procurement of any Contract, rights, interest, privilege or other obligation or benefit from Government of the Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Pakistan) through any corrupt business practice.
6. Without limiting the generality of the foregoing, (the seller/supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to given 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 describe as consultant fee or otherwise, with the object of obtaining or including the procurement of the contract, right interest, privilege or other obligation or benefit in whatsoever from government of the Pakistan, except that which has been expressly declared pursuant hereto.
7. [The Supplier] certifies that has made and shall make full disclosure of all agreements and agreements with all persons in respect of or related to the transaction with the government of the Pakistan and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The Supplier] 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 government of the Pakistan under any law, contract or other instrument, be void able at the option of government of the Pakistan.
9. Notwithstanding any rights and remedies exercised by government of the Pakistan. in this regard, [The Supplier] agrees to indemnify government of the Pakistan. any loss or damage incurred by it on account of it corrupt business practices and further pay compensation to government of the Pakistan. in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the [The Seller/Supplier] as aforesaid for the purpose of obtaining or introducing any contract, right, interest, privilege or other obligation or benefit in whatsoever from government of the Pakistan.
10. In case of any dispute concerning in the interpretation and/or application of this contract shall be settled through arbitration. The decisions taken and/or award made by the arbitrator shall be final and binding on the parties.
11. This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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
 1.
 2.

Signed/ Sealed by Procuring Agency
 1.
 2.

(Annexure-2)

BID FORM

Date: - _____

Tender No.: -

Name of the Item: - Tender of Cafeteria NIKD
SZH, Lahore

To: **ADMINISTRATOR**
Shaikh Zayed Hospital, Lahore.

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the for financial year 2022-23 and deliver the Cafeteria, services specified in and in conformity with the said Biding 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 food/goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of the _____ percent of the contract price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of (number) days from the date fixed for bid opening under IBD clause 18 of the instructions to bidders, 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 award, shall constitute a binding contract between us.

We understand that you are no bound to accept the highest or any bid you may receive. Commission or gratuities, if any, paid or to be paid by us agents relating to this bid, and to contract execution if we are awarded the contract, are listed below.

Name and address of bidder
(If none, state "none").

Amount and Currency

Dated this day of 2019

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: Tender No. SZPGMI Tender/2021 published on PPRA on

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding /Cafeteria, as per Specification we required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

[Name and Signatures of authorized Person along with stamp]

(Annexure-4)

**RUNNING CAFETERIA NIKD WITH CARPTED/ DECORATED BUILDING ON RENT
BASIS FOR FINANCIAL YEAR 2022-23
IN
CAFETERIA NIKD, SHAIKH ZAYED HOSPITAL, LAHORE**

Sr. No.	DESCRIPTION	Measurement			Rent Per Year
		Length	Width	Sq. Ft	
1.	Measuring Space of Cafeteria NIKD regarding Covered Area				
	i. Covered Area:-				
	a. Public Cafe Sitting Area (i)	30'-6"	22'-6"	686.25	
	Public Cafe Sitting Area (ii)	30'-6"	22'-6"	686.25	
	b. Public Cafe Counter Area	30'-6"	8'-6"	259.25	
	c. Doctor Cafe Counter Area	18'-6"	9'-6"	175.75	
	d. Doctor Cafe Sitting Area (i)	40'-9"	23'-00"	937.25	
	Doctor Cafe Sitting Area (ii)	21'-00"	13'-6"	283.50	
	e. Cafe Store Area	11'-6"	8'-6"	97.75	
	f. Cafe Kitchen Area(i)	32'-00"	11'-6"	368.00	
	Cafe Kitchen Area(ii)	10'-00"	6'-00"	60.00	
	Cafe Kitchen Area(iii)	10'-00"	6'-00"	60.00	
	Cafe Kitchen Area(iv)	19'-6"	6'-00"	117.00	
	g. Cafe Office Area	19'-6"	16'-00"	312.00	
		43'-00"	9'-6"	408.50	
	h. Cafe Juice Counter Area				
TOTAL SQUARE FEET COVERED AREA				4451.50	

Note: -

The minimum rent of cafe NIKD will be started the amount of **Rs.** _____ /- per month.

Contractor's Signature & Seal

Employer's Signature & Seal

(Annexure-5)

SHEIKH ZAYED HOSPITAL, LAHORE
RATE LIST OF

Sr.#	Items	Rate
1	Biscuits	20
2	Biscuits S. Free	60
3	Bread S. Free+ Brown	18
4	Cake (Q)	20
5	Cake Rusk	60
6	Chicken Patize	40
7	Chicken Roll	50
8	Chicken Sandwich	70
9	Chicken Tika Sandwich	90
10	Chicken Stick	80
11	Chips(Lays)	10
12	Chips(Lays)	30
13	Chips(Lays)	20
14	Cold Drink (1.5 L)	100
15	Cold Drink (Half L)	55
16	Sting Half L	60
17	Cold Drink (Cane)	35
18	Milo (200ML)	50
19	Cold Drink (Regular)	25
20	Cookies Biscuits	55
21	Fruit Bund	30
22	Fruit Cake	65
23	Milk Pack	35
24	Nestle Juice (200 ML)	40
25	Shezan Juice (200 ML)	35
26	Nestle Juice (1 Liter)	200
27	Liter Juice	180
28	Nestle Raita	75
29	Flavor Juice (500ML)	50
30	Arabian Pizza	140
31	Nimko Small	30
32	Pulpee Juice	50
33	Pizza (Medium)	110
34	Rus.	50
35	Rus Small / Cake	10
36	Tea	35

37	Coffee	50
38	Green Tea	15
39	Tissue Box	130
40	Tissue Roll	50
41	Nestle Water Large	55
42	Water (Large)	60
43	Water (Small)	35
44	Yogurat (Big)	140
45	Yogurat (Small)	30
46	Glass Plastic	5
47	Plate	5
48	Tea Cup	5
49	Spoon	3

Kitchen Items:

1	Omlate + 2 Slice	60
2	Omlate +1Paratha	70
3	Fry Egg +2 Slice	55
4	Omlate/ Fry Egg	45
5	Paratha	40
6	aloo Paratha	50
7	Slice	8
8	Boil Egg	25
9	Salad	45
10	Chana Chat	45
11	Dahi Bhally	60
12	Shami (Chicken)	30
13	Cutlus (Chicken)	45
14	Brayani	100
15	Rice (simple)	70
16	Vegitable Rice	80
17	Chiness Rice	100
18	Finger Chips	45
19	Chicken Fry Tikka	170
20	Soup	60
21	Roti	10
22	Chicken Qorma +2 Roti	120
23	Sabzi +2 Rori	90
24	Karhi Pakora+ 2 Roti	90
25	Dall Mash + 2 Roti	90
26	Dall (Chana, Mong, Masoor)	90
27	Chicken Haleem +2 Roti	100
28	Pakora (Disposible Small Plate)	50
29	Somsa (Small)	25
30	Somsa	35

<u>Fresh Juice & Milk Shake:</u>		
1	Pomegranate (Disposable Glass Containing330ml)	220
2	Orange (Disposable Glass Containing330ml)	70
3	Musammai (Disposable Glass Containing330ml)	80
4	Apple (Disposable Glass Containing330ml)	90
5	Orange+Carrot (Disposable Glass Containing330ml)	50
6	Strawberry (Disposable Glass Containing330ml)	80
7	Grapefruit (Disposable Glass Containing330ml)	70
8	Pineapple (Disposable Glass Containing330ml)	110
9	Plum (Disposable Glass Containing330ml)	80
10	Peach (Disposable Glass Containing330ml)	80
11	Falsa (Disposable Glass Containing330ml)	70
12	Grapes (Disposable Glass Containing330ml)	100
13	Banana Shake (Disposable Glass Containing330ml)	70
14	Mix Shake (Disposable Glass Containing330ml)	70
15	Date Shake (Disposable Glass Containing330ml)	80
16	Oreo Shake (Disposable Glass Containing330ml)	80
17	Strawberry Shake (Disposable Glass Containing330ml)	80
18	Pineapple Shake (Disposable Glass Containing330ml)	110
19	Mango Shake	80
20	Chocolate Shake	80
21	Cold Coffee	80

NOTE: -

- ❖ If bidder intends to add/enhance product range is bound to get proper approval of Administrator SZH.
- ❖ If any company changed their product rates, bidder is bound to get proper approval of Administrator SZH before change in the rate.

(Annexure-6)

CHECK LIST / KNOCK OUT CLAUSES

The Provision of this checklist/ knock out clauses is essential prerequisite along with submission of tenders.

Sr. #	<u>DETAIL</u>	<u>YES / NO.</u>	<u>PAGE #</u>
1.	Original Receipt for Purchase of Tender.		
2.	CDR / Pay Order / Demand Draft Rs. _____/-		
3.	Minimum 03 years' experience (Documentary Proof, Copy of Performance Certificate) with College/ University & any Institute.		
4.	Acceptance of terms and condition, tender documents, duly signed and stamped.		
5.	Price should not be mentioned on technical bid.		
6.	Company Profile including all staff.		
7.	Bank Statement / Balance sheet, NTN, (PST) Professional Tax Certificate & Certificate of Registration/ Certificate of Lahore Chamber of Commerce of the Bidder.		

Notices:

The tendered shall submit an affidavit on legal stamp paper Rs.100/- that their firm has not been blacklisted at the moment on any ground by any Government (Federal & Provincial), a local body or a public sector organization.

Acceptance of firm

Name, Sign and Stamp of firm's representative

Date: _____

FIRM address for notice purpose

Procuring Agency's Address for notice purposes shall be the

ADMINISTRATOR
SZH, Lahore.