

Rs. 2000/-

**TENDER DOCUMENTS****FOR****CANTEENS / OTHER FACILITIES (please insert (√) in the box).**

S #	Facility	Location	Purpose	(√)
01	Canteen	Garden Campus	Main Cafeteria	
02	Canteen	Boys Hostel #01, Garden Campus	Hostel Canteen	
03	Canteen	Boys Hostel #02, Garden Campus	Hostel Canteen	
04	Canteen	Girls Hostel, Main Campus	Hostel Canteen	
05	Canteen	Girls Hostel, Main Campus	Hostel Canteen	
06	Canteen	Main Campus, College Chowk	Main Cafeteria	
07	Store	Main Cafeteria, Garden Campus	Super Store	
08	Tandoor	Main Cafeteria, Garden Campus	Wheat bread only	
09	Cabin	Main Cafeteria, Garden Campus	Coffee Shop	
10	Cabin (to be installed by Successful Bidder)	Main Cafeteria, Garden Campus	Chapli Kabab & Fresh Fish	
11	Restaurant	Shopping Center, Garden Campus	Restaurant	

**SINGAL STAGE, TWO ENVELOPE BIDDING PROCEDURE****Tender Submission Date: 29/03/2021 at 10:00 AM****Tender Opening Date: 29/03/2021 at 11:00 AM**

**(ESTATE OFFICE), AWKUM  
(Single-Stage, TWO Envelope Procedure)**

**1. General**

- a. **“Abdul Wali Khan University Mardan.”** reserves the rights to accept or reject any or all bids without assigning any reason as per KPPRA’s & PPRA’s rules.
- b. Any bid without earnest money will not be accepted.
- c. Conditional/incomplete bid will not be accepted.
- d. Any addition/deletion/modification of any clause of these conditions/bidding documents is not acceptable and lead to rejection of the bid.
- e. By submitting the bid, the bidder / firm declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned in this bidding document.
- f. The prices quoted must be valid for at least 180 days from the date of tender opening.
- g. Telephonic/telexed/faxed/telegraphic quotations will not be entertained.
- h. Bid received after closing date/time will not be entertained.
- i. In case of Public holidays, tender opening time/date will be considered as the next working day.

The bid must accompany the following. Failing which shall lead to disqualification.

- j. Tender number, tender title, facility for which the bidder / contractor is applying, date and time of its opening shall be clearly written at the face of envelop.
- k. Firm/Bidder registration certificate with the Federal/Provincial Government.
- l. The firm/bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads (for firms only).
- m. Valid NTN Certificates.
- n. Valid registration certificate with KPRA (KP Revenue Authority), where applicable.
- o. **Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper).**
- p. **The bidder may apply for one or more than one Canteens / Restaurant / Shops but the bidder shall submit separate call deposit for each.**
- q. **The bidder shall clearly mention the location of the Shop for which the bidder is purchasing / submitting bidding documents.**
- r. Bidders with previous such experience of running any such facilities at Govt. Semi Govt. and Autonomous bodies shall be preferred. However, bidder must submit a satisfactory certificate along with experience certificate duly signed by the concerned Authority.
- s. The firm / Bidder must provide/submit bank statement for the last 01 Year.

## 2. Scope of Supply

- a. Abdul Wali Khan University, Mardan (hereinafter referred to as AWKUM) invites requests/proposals for Canteens / Restaurant / Shops.

## 3. Bid Price

The bidder will mention his bid price in his offer. The quoted prices shall be:

- a. Best/final/fixed and valid until completion of all obligation under the contract i.e. not subject to variation/escalation etc.
- b. Shall be in Pak Rupees
- c. Inclusive of all taxes, duties, levies, insurance, freight, etc.
- d. Taxes levied by the Government (if any), shall be deducted from the bidder as per rules.

## 4. Earnest Money/Bid Security

The bidder firm/vendor shall furnish the bid security (Earnest Money) as under:

- a. No bid will be accepted without earnest money.
- b. Denominated in Pakistani Rupees.
- c. Must be attached with financial proposal, failing which shall cause rejection of bid.
- d. In the form of Call Deposit Receipt (CDR) in the name of **“Treasurer Abdul Wali Khan University Mardan”**.
- e. The Earnest Money will be returned on written request to the unsuccessful bidders.

The bid security shall be forfeited by AWKUM, on the occurrence of any/all of following conditions.

- a. If the bidding firm/bidder withdraws the bid during the period of tender/bid validity.
- b. If the bidding firm/bidder does not accept the corrections of his total tender/bidding price.
- c. If the bidding firm/bidder, having been notified of the acceptance of the tender by AWKUM during the period of bid/tender validity, fails or refuses to furnish the Performance Guarantee (if Required), in accordance with the tender document.
- d. An amount equal to 2 % of the total quoted for 03 three years (**as per annex “A”**) rent shall be deposited by the Tenant as bid security in form of DD/Pay order in the favour of **Treasurer, Abdul Wali Khan University Mardan** which will be retained up to the expiry of contract period. The security so deposited shall be refunded in full or after adjustment as the case may be.
- e. **Performance guarantee:** A total of 10% performance guarantee shall be retained till expiration of the contract. That shall comprise 2% earnest money and 8% of the total bid that shall be deposited by the successful Tenant before signing an agreement. (**as per Annex “A”**).

## 5. Bid/Tender Validity

The bid shall have a minimum validity period of One Hundred and Eighty (180) days from the date of opening of bids. The AWKUM may solicit the bidding firm/vendor’s consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If the bidding firm/vendor agrees to permit extension for validity period of the tender, the validity period of the bid security shall also be suitable extended. The bidding firm/vendor may refuse extension of validity period of the bid validity, without forfeiting the bid security.

**6. Signing of Bids**

The bidding firm/vendor must sign and stamp all pages of the tender documents.

**7. Rejection/Acceptance of the Bids**

The AWKUM shall have the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The authority shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

The tender/bids shall be rejected if:

- a. The offered items/services do not meet the technical specification of required items/services.
- b. The bidder submits incomplete/partial/conditional/alternative/late documents.
- c. Bid is not submitted completely for the required object.
- d. Bid security/Earnest Money is not submitted.
- e. It is subjected to interlineations/cuttings/corrections/erasures/overwriting.
- f. The bidding firm/vendor refuses to accept corrected Total Tender Price.
- g. The bidding firm/vendor tries to influence the tender evaluation/contract award by unsolicited advice/clarifications and any personal approach at any stage of the tender.
- h. The bidding firm/vendor engages in corrupt or fraudulent practices in competing for the contract award.
- i. The bidding firm/vendor fails to meet all the requirement of tender eligibility/qualification criteria.
- j. The bidding firm/vendor has been blacklisted by any public or private sector organization.
- k. The bidding firm/vendor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services.
- l. The bidding firm/vendor has mentioned any financial implications in the financial proposal that is in contradiction to this document and Government rules and regulations.
- m. 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.
- n. The bidding firm/vendor submit any financial conditions as part of its bid which are not in conformity with tender document.
- o. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- p. Not providing Sample (if required/mentioned in tender documents).
- q. Not performing demonstration (if required/mentioned in tender documents).

**8. Award Criteria**

- a. Technically qualified and successful bidding firm/vendor will be evaluated in the light of all pre-conditions, necessary requisites and shall be selected on Highest cost quoted as per rules and fulfilling all codal formalities.

**9. Variation in scope of Work**

AWKUM shall have the right, at his exclusive discretion, to increase/decrease the quantity/quality/form of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. AWKUM reserves the right to remove any item or service executed which is not accordance with the tender/item specification or to order Tenant to provide according to tender/item

specification. In case of non-compliance by the Tenant, AWKUM shall remove such items/services and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the Tenant.

#### 10. Taxes

- a. The Tenant shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of income tax and sales tax department, Government of Pakistan.
- b. All government taxes shall be deducted at source (if applicable) according to the relevant rules.

#### 11. Responsibility Against Damages/Ownership of Canteen / Restaurant / Shops

The Tenant shall be responsible for whole/any damage caused to the Canteen / Restaurant / Shops by any natural or unnatural accident. The Tenant shall replace the same.

#### 12. Documentation

The bidder shall furnish, as part of its tender offer, documents establishing the bidder's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the bidder's qualifications to perform the Contract, shall be established by **Abdul Wali Khan University Mardan**, satisfies that the Tenant is eligible as per the criteria outlined in the Eligibility Criteria at **Para 1** above.

#### 13. Preliminary Scrutiny

The University will scrutinize offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The University may, at its discretion waive off any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and University reserve the right for such waivers.

### **TERMS AND CONDITIONS OF THE TENDER**

#### 1. Eligibility Criteria

- a. Bidder should have at least 03 years' satisfactory experience of providing Canteens/Cafeteria/Shops etc **(Please enclose Proof)**
- b. Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and disputed liability.
- c. The Tenant will employ adequate number of staff (should be of 18 years & above age in order to avoid / discourage child labor) in order to maintain efficiency to standard desired by the "**Abdul Wali Khan University Mardan**".

#### 2. Documentation

The bidder shall furnish, as part of its tender offer, documents establishing the bidder's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the vendors' qualifications to perform the Contract, shall be established by **Abdul Wali Khan University Mardan** satisfies that the vendor is eligible as per the criteria outlined in the Eligibility Criteria at **Para 1** above.

#### 3. Earnest Money Deposit

An amount equal to 2 % of the total contract (see ANNEX "A") shall be deposited by the Tenant as bid security in form of DD/Pay order in the name of **Treasurer Abdul Wali Khan University Mardan** which will be retained up to the expiry of contract period. The security so deposited shall be refunded in full or after adjustment as the case may be.

**4. Performance guarantee:** The successful Tenant shall deposit 8% of the total bid as performance guarantee. The performance guarantee shall be retained till expiration of the Contract.

#### **5. Preliminary Scrutiny**

The University will scrutinize offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The University may, at its discretion waive off any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and University reserve the right for such waivers.

#### **6. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, University may, at its discretion, ask some or all Tenants for clarification of their offers. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder may be required to give presentation on the proposed offer.

#### **7. Technical inspection and Performance Evaluation**

University reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of the offers made by short listed bidders on the given evaluation proforma & percentage of weightage already assigned. This may also include site visit of the current engagement of the bidders.

#### **8. Verification**

The University reserves the right to verify any or all statements made by the Tenant (s) in the tender document and to inspect the vendor's facilities, if necessary, to establish its satisfaction about the vendor's capacity to perform the job.

#### **9. No Commitment to accept highest or Any Bid**

The University shall be under no obligation to accept the highest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including incomplete offers without assigning any reason what so ever.

#### **10. Short listing of Bidders**

The University will create a list of qualified bidder's and offers of only these bidders will be opened. After opening the qualified offer of the short listed bidders, if there is a discrepancy between word and figures, the amount indicated in words will prevail.

#### **11. Resolution of Disputes**

The University and the vendor shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days, from the commencement of such informal negotiations, University and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. **The Vice Chancellor, Abdul Wali Khan University Mardan.**, shall appoint a sole Arbitrator for the dispute who will not be related to the contract and whose decision shall be final and binding and cannot be challenged in any court of law.

#### **12. Duration of Contract**

Initially the contract will be for a period of **(03) Years**. However, there will be six (06) months probationary period, if allottees fail to provide quality and satisfactory service. The contract will be cancelled with immediate effect.

Contract can be extended by mutual agreement. Management reserves the right to **terminate** the contract at any time on **one-month prior notice**. However, the Tenant will give **03-months** notice in writing if he/she desires to vacate the restaurant/shop before the expiry of the contract. If extension is allowed **by the university**, **10%** increase in Monthly rent fee of previous year is applicable.

**13. Income Taxes** shall be deducted at source as per rules.

#### **14. Penalty**

Quality Control/Food Committee will be nominated by **Abdul Wali Khan University Mardan** to inspect and oversee functioning of restaurant/shop (in addition to food regulatory authorities) with a view to ensure hygiene and sufficient service in the Canteen/Restaurant/Shops. In case there are repeated failures or lacuna noticed by the Committee due to failure of Tenant, the Convener/ Chairman of the Committee can impose a fine up to Rs. 10,000/- at one time to be recoverable from Tenant by issuing a Challan.

#### **15. Rent**

The Monthly Rent not less than as proposed in financial model of the successful bidder shall increase by **10% annually**; Rent / Charges must be deposited in advance by the Tenant. If **the Tenant fails to deposit the Rent until 5th of every month a fine of Rs.500/ per day** will be charged till the deposit of the Rent. However, after **15th of the month, the Competent Authority may like to cancel the agreement which will be the sole discretion of the University Authority**.

#### **16. Subletting**

The Tenant will not be allowed to sublet the Shop/Canteen/Restaurant to any other firm(s) / person(s) or Tenant(s). This act leads to prompt disqualification of the contract.

#### **17. Rate**

The rates of food items will be approved by the Competent Authority recommended by the committee concern, and the service provider will be bound to sell the food items on the approved rates. The service provider will also sign an undertaking on stamp paper of Rs: 100/- to assure his bindings towards the rates of items to be sold at Canteen/Cafeteria/Shop. The approved rates will be displayed at the Canteen/Cafeteria/Shop by fixing a fit board for information of customers.

#### **18. Govt. Employees**

The Govt. or “**Abdul Wali Khan University Mardan.**” employees are not allowed to participate in Tenders.

#### **19. Political gatherings**

The allotted shops/ restaurants shall not be allowed to be utilized for any political gatherings. Doing so could lead to termination of contract with Tenant.

#### **20. Other Issues**

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

“**Abdul Wali Khan University Mardan.**” reserves the rights to accept or reject any or all bids without assigning any reason as per KPPRA’s & PPRA’s rules.

## **PROPOSAL FORMAT FOR CANTEENS / RESTAURANT / SHOPS**

Potential firms/companies are advised to prepare proposal in line with following mandatory format and sent in sealed envelope.

Section-I	<b>BRIEF PROFILE OF FIRM/COMPANY:</b> Legal Ownership (Whether the bidder is Sole proprietary firm or partnership business concern) Year of establishment Organizational Structure of the Company/Firm (whether it is a private, public sector, public private limited firm registered under the prevalent Government laws). Copy of registration documents is required. Detail of Business Volume (number of business points & addresses within Mardan / Swabi / Charsadda and other cities) NTN/GST registration certificate. Name, address, telephone, fax numbers and email address etc. of the participating firms.	Mandatory
Section-2	<b>PROFESSIONAL STAFF:</b> Complete list of Professional Staff including Managerial and Operational / Working Staff including their Bio-data.	Mandatory
Section -3	<b>FACILITIES/ MACHINES:</b> Complete list of Professional Cooking Utensils/ Kitchen Appliances & Peripherals. List of machines such as sewing machines, irons etc in case of tailoring shop. List of haircutting chairs etc in case of Hair salon. List of other machines/Items for other businesses accordingly.	Mandatory
Section -4	<b>FINANCIAL SOUNDNESS:</b> Last one year bank statement of the firm/company OR Current Bank Statement.	Mandatory
Section -5	<b>EXPERTISE:</b> For Restaurant/Bakery/ Ice cream vendors etc. List and variety of Pakistani foods to be offered including fast food items List and variety of Chinese foods to be offered including fast food items List and variety of Continental foods to be offered including fast food items Any other food style For others: Haircutting styles, Facials, scrub etc for Hair Salon. Coat, Waist Coat, Cloths (Gents and Ladies) for Tailors. Others should state mention their expertise accordingly.	Mandatory
Section -6	<b>LEGAL INTEGRITY OF FIRM:</b> Affidavit on legal paper of appropriate value (duly attested from notary public) that the company/individual is neither black listed nor in litigation with any of its public sector client.	Mandatory
Section -7	<b>EXPERIENCE:</b> List of executed/in hand similar contracts in public sector/government/private offices since establishment of firm/individual along with copies of contract/agreement/work order etc. This shall cover the detail of contracts, approximate magnitude and duration carried out along with a certificate from the departments/organizations where the job was carried out.	Mandatory

No proposals from firm/authorized agent will be entertained, if:-

- Received without required documents/information or found incomplete.
- Received later than the date and time fixed for proposal submission
- The proposal is unsigned/ unstamped
- Proposal is signed/ stamped by the unauthorized agent instead of owner.
- The proposal is from a party which is black-listed, by public sector organization.
- The proposal is received by telephone/telex/fax/telegram.



**SELECTION CRITERIA****Phase I:- EVALUATION OF FIRMS:**

At first, proposal of Firms/Hotels/Restaurants/Tenants/Shops shall be evaluated based on the mandatory requirements mentioned in "Part-B" of this document and responsive substance provided by applicant firms thereto in terms of completion of mandatory documentation.

Short-listing of firms will be made by evaluating proposals. Following evaluation criteria will determine pre-qualification of firms leading towards financial bid competition;

Scoring

Technical (70)

Financial (30)

Total= Technical (70) +Financial (30) = 100

S #	Evaluation Parameter	Requirement	Marks
1	Brief Profile/Introduction (as per section-1 of proposal format)	Multinational Company	20
		National Chain	15
		National / Private Ltd	10
		Partnership firm	05
		Sole Proprietorship	03
2	Professional Staff (as per section-2 of proposal format)	50 employees or more	05
		30 employees or more	03
		10 employees or more	01
3	Financial Soundness (as per section-3 of proposal format)	100 Millions	05
		50 Millions	03
		25 Millions	01
4	Expertise (as per section-4 of proposal format)	<b>For Restaurants/Canteen (offering)</b>	
		(Pakistani, Chinese, Continental food)	05
		(Pakistani, Chinese, food)	03
		(Pakistani food)	01
		<b>For Hair Saloon (offering)</b>	
		(Haircutting styles, facial, scrub)	05
		(Haircutting styles)	03
		<b>For Tailor (offering)</b>	
		(Coat, waist coat, cloths (Ladies and Gents)	05
		Cloths (Ladies and Gents)	03
		<b>For Bakery (offering)</b>	
		Bakery special items (cocktails, Salads, Desert sweets)	05
		Normal Bakery items	03
		<b>For Mobiles / Computer &amp; Garments, Cosmetics &amp; Gifts (offering)</b>	
		Top Brand & Services	05
		Local Brands & Services	03
		<b>Service Station For Vehicles</b>	
Special Services	05		
Normal Services	03		
<b>Super Store</b>			
Well established setup (Multinational Products)	05		
Normal	03		
<b>Tandoor</b>			
Specialty	05		
Normal	03		
5	Legal Integrity (as per section-5 of proposal format)	No Litigation History	05
		Litigation History	00
6	Experience (as per section- 6 of proposal format)	10 years or above	10
		Otherwise 1 mark for each year	
8	Physical Survey, Interview and Inspection of Services Quality and Professional Standard (If deem fit)	<i>On-spot/Physical visit at business points/ locations (hotels/caferias/canteens/Shops will be made to evaluate following key factors;</i>	20
		<i>Quality, taste and versatility of food items</i>	
		<i>Quality of stitching, haircutting etc in case of non-food vendors.</i>	
		<i>Hygienic Standard</i>	
		<i>Serving Standard</i>	
		<i>Professional Expertise of Staff</i>	
<i>Level of Business Soundness</i>			
Total Marks:			70

1. The firms / bidders that obtain 60% of the total marks i.e 70 (42 Marks) scoring firms will stand pre-qualified/eligible for financial bid competition stage.
2. Applications of blacklisted vendors shall not be considered.
3. Abdul Wali Khan University Mardan shall disqualify firm(s), at any stage; if it finds that the information submitted for qualification was either significantly inaccurate or incomplete.

**PHASE-II: FINANCIAL BIDDING AND AWARD OF CONTRACT**

Save as otherwise provided, the criteria for final selection to award of contract will be based upon the following method:-

- a. Competitive bidding among prequalified firms on prescribed “Financial Bid Form”. The winner (Technical & Financial) will be awarded contract.
- b. Abdul Wali Khan University Mardan on the terms & conditions specified in the contract agreement and any integral parts of contract/agreement thereof to this document provides draft TORs of contract agreement.

**FINANCIAL MODEL**

Rent Decided by Committee/Competent Authority	No's of Canteen /Cabin	Campus	Rate Offered by Service Provider/company	Term of Contract
Minimum Rs. 60,000/- per Month for Main Cafeteria	01	Garden Campus		Three (03) Years
Minimum Rs. 20,000/- per Month for Canteen at boys Hostel # 01	01			Three (03) Years
Minimum Rs. 20,000/- per Month for Canteen at boys Hostel # 02	01			Three (03) Years
Minimum Rs. 15,000/- per Month for Chaple Kabab & Fresh Fish	01			Three (03) Years
Minimum Rs. 30,000/- per Month for Super Store	01			Three (03) Years
Minimum Rs. 15,000/- per Month for Tandoor	01			Three (03) Years
Minimum Rs. 15,000/- per Month for Coffee Shop	01			Three (03) Years
Minimum Rs. 60,000/- per Month for Restaurant	01	Main Campus		Three (03) Years
Minimum Rs. 20,000/- per Month for Canteen at Girls Hostel# 01	01			Three (03) Years
Minimum Rs. 20,000/- per Month for Canteen at Girls Hostel# 02	01			Three (03) Years
Minimum Rs. 20,000/- per Month for Canteen at Main Campus	01			Three (03) Years

S #	Facility	Location	Purpose	(√)
01	Canteen	Garden Campus	Main Cafeteria	
02	Canteen	Boys Hostel #01, Garden Campus	Hostel Canteen	
03	Canteen	Boys Hostel #02, Garden Campus	Hostel Canteen	
04	Canteen	Girls Hostel, Main Campus	Hostel Canteen	
05	Canteen	Girls Hostel, Main Campus	Hostel Canteen	
06	Canteen	Main Campus, College Chowk	Main Cafeteria	
07	Store	Main Cafeteria, Garden Campus	Super Store	
08	Tandoor	Main Cafeteria, Garden Campus	Wheat bread only	
09	Cabin	Main Cafeteria, Garden Campus	Coffee Shop	
10	Cabin (to be installed by Successful Bidder)	Main Cafeteria, Garden Campus	Chapli Kabab & Fresh Fish	
11	Restaurant	Shopping Center, Garden Campus	Restaurant	

S#	1 <sup>st</sup> year proposed rent	2 <sup>nd</sup> year proposed rent with 10 % increase on 1 <sup>st</sup> year rent	3 <sup>rd</sup> year proposed rent with 10% increase on 2 <sup>nd</sup> year rent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Total			

**For Example:**

S#	1 <sup>st</sup> year proposed rent	2 <sup>nd</sup> year proposed rent with 10 % increase on 1 <sup>st</sup> year rent	3 <sup>rd</sup> year proposed rent with 10% increase on 2 <sup>nd</sup> year rent
1	3000	3300	3630
2	3000	3300	3630
3	3000	3300	3630
4	3000	3300	3630
5	3000	3300	3630
6	3000	3300	3630
7	3000	3300	3630
8	3000	3300	3630
9	3000	3300	3630
10	3000	3300	3630
11	3000	3300	3630
12	3000	3300	3630
<b>Total</b>	<b>36000</b>	<b>39600</b>	<b>43560</b>

**For example:-**

$36000+39600+43560= 119,160$

CDR will be  $2\% = 119,160 \times 2/100 = 2383/-$

Performance Guarantee will be  $10\% = 119,160 \times 8/100 = 9533/- + 119,160 \times 2/100 = 2383/-$

**CDR + Performance Guarantee = 11916/-**

## LIST OF ITEMS FOR WHICH RATES ARE REQUIRED

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

Note: All the rates should be quoted against each item clearly mentioning the quantity (weight etc.)

<b>RESTAURANT / CANTEENS ITEM LIST</b>					
<b>Sr.</b>	<b>Items</b>	<b>Rs. in each / per standard size plat/item</b>	<b>Sr.</b>	<b>Items</b>	<b>Rs. in each / per standard size plat/item</b>
1.	Anda Gravi		17.	Any Rice	
2.	Aloo / Pease Qeema		18.	Pakistani cuisines	
3.	Chapatti		19.	Daal Mong Masoor	
4.	Naan		20.	Haleem	
5.	Chicken Nihari		21.	Kofta Curry	
6.	Chicken Qurma		22.	Shahi Dal	
7.	Egg Tomato		23.	Shahi Channa	
8.	Chicken Liver		24.	Chicken Karrahi	
9.	Vegetable Rice		25.	Beef Korma	
10.	Plain Rice		26.	Mutton Karrahi	
11.	Peas/Channa Pulao		27.	Vegetable-I ( )	
12.	Pakora Karhi		28.	Vegetable-II( )	
13.	Chicken Biryani		29.	Vegetable-III( )	
14.	Daal Channa		30.	Chinese cuisines	
15.	Daal Mash		31.	BBQ items	
16.	Sweets & Salads		32.		
If any other specialties, please write under with rates					

**MONITORING AND QUALITY ASSURANCE**

The University's Food Committee shall conduct surprised rounds of Canteens / Restaurant / Shops area in order to monitor cleanliness and hygiene. The service provider shall not obstruct these rounds of University Committee.

<b>Violation</b>	<b>Fine (Amount in PKR)</b>
Selling items in excess of agreed rate	5,000/-
Litter or spillage in sitting area	5,000/-
Litter or spillage in cooking area	5,000/-
Improper storage of items	5,000/-
Missing equipment	2,000 per week
Unclean uniforms/improper trimming of hair or nails	200 per employee
Unclean dishes or utensils	2000/-
Unavailability of supervisor	2000/-

**UNDERTAKING**

**(STAMP PAPER OF RS; 150)**

I/We do hereby undertake that undersigned must abide by the rates prescribed by the University and shall sell all the items as per rate list provided by the University which will be either on the Local Market Rate or nearly comparable.

In case of noncompliance of any term & conditions related to rate list, I/We completely understand and abide that University reserves rights to cancel our contract agreement without any prior notice.

Signature Company/Service provider: \_\_\_\_\_

Name: \_\_\_\_\_

Father Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS-1:**

**WITNESS-2:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Father Name:** \_\_\_\_\_

**Father Name:** \_\_\_\_\_

**CNIC No:** \_\_\_\_\_

**CNIC No:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Note: copies of CNIC must be attached.

## SPECIMEN AGREEMENT

1. **CONTRACT PERIOD:** -
  - a. Initially the contract will be for a period of **(03) Years**, which commence from the date of execution of contract. However, there will be six (06) months probationary period (which will be started from the date of execution of contract), if allottees fail to provide quality and satisfactory service. The contract will be cancelled with immediate effect.
  - b. Contract can be extended by mutual agreement. Management reserves the right to **terminate** the contract at any time on **one-month prior notice**. However, the Tenant will give **03-months'** notice in writing if he/she desires to vacate the Canteens / Restaurant / Shops before the expiry of the contract.
  - c. If extension is allowed **by the University, 10%** increase in Monthly rent fee of previous year is applicable.
2. **RENT:** -
  - a. The Monthly Rent not less than as proposed in financial model of the successful bidder shall increase by **10% annually**;
  - b. Rent / Charges must be deposited in advance by the Tenant. If **the Tenant fails to deposit the Rent until 5th of every month a fine of Rs.500/ per day** will be charged till the deposit of the Rent.
  - c. However, after **15th of the month, the Competent Authority may like to cancel the agreement which will be the sole discretion of the University Authority.**
3. **RATE LIST:** -
  - a. Rate List will be displayed all the time prominently on the notice board of the Canteen / Restaurant / Shops and its constituent units Menu items would be provided as per the displayed rate list. The University would constantly monitor quality and price of the items provided.
  - b. The rates of food items will be approved by the University Authority recommended by the committee concern, and the service provider will be bound to sell the food items on the approved rates. The service provider will also sign an undertaking on stamp paper of Rs: 100/- to assure his bindings towards the rates of items to be sold at Canteen / Restaurant / Shops. The approved rates will be displayed at the Canteen / Restaurant / Shops by fixing a fit board for information of customers.
4. **UTILITY CHARGES / OTHER TAXES:** -
  - a. The Electricity/Gas/water consumption charges as per actual consumption would be payable by the Tenant.
  - b. Income Taxes may be deducted at source as per rules.
5. **CLEANLINESS / QUALITY OF THE FOOD & SURROUNDING AREA:** -
  - a. The cleanliness and hygiene of the Canteen / Restaurant / Shop area including its surroundings will be the sole responsibility of the Tenant. The Tenant will also ensure that the manpower engaged will maintain requisite standards of personal hygiene. All the Canteen / Restaurant / Shops staff including the stewards/bearers will wear distinct uniform. All the staff employed by the Tenant will be required to provide medical fitness certificate from time to time. The concern committee can impose a fine upto Rs. 10,000/- upon any complaint regarding cleanliness
  - b. It will be the responsibility of the Tenant for removal and proper disposal of waste material, garbage etc. from the Canteen / Restaurant / Shops to outside the boundaries of the University.
  - c. The Tenant shall keep adequate stock of materials/food ingredients of acceptable standard.
6. **BUILDING:** -

Abdul wali Khan University Mardan shall provide Building only and the Tenant shall setup Canteens / Restaurant / Shops for himself according to the mentioned dimensions.
7. **RULES & REGULATION:** -

The Tenant will be bound to comply with the rules and regulations sent by the University Authorities.
8. **CANTEEN EMPLOYEES:** -
  - a. Tenants are bound to employ persons of good character and submit the record of all employees to the University Administration.
  - b. The Tenant or any of his employees will not reside in the University at night.



9. **RESOLUTION OF DISPUTES:** -

The University and the vendor shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days, from the commencement of such informal negotiations, University and the Tenant have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. **The Vice Chancellor, Abdul Wali Khan University Mardan.**, shall appoint a sole Arbitrator for the dispute who will not be related to the contract and whose decision shall be final and binding and cannot be challenged in any court of law.

10. **PENALTY:** -

- a. Quality Control/Food Committee will inspect and oversee functioning of Canteen / Restaurant / Shops (in addition to food regulatory authorities) with a view to ensure hygiene and sufficient service in the Canteen / Restaurant / Shops.
- b. In case there are repeated failures or lacuna noticed by the Committee due to failure of Tenant, the Committee can impose a fine up to Rs. 10,000/- at one time to be recoverable from Tenant by issuing a Challan. (As per Annex "B")

11. **SUBLETTING:** -

The Tenant will not be allowed to sublet the Canteen / Restaurant / Shops to any other firm(s) / person(s) or Tenant(s). This act leads to prompt disqualification of the contract.

12. **SETUP OF CANTEENS / RESTAURANT / SHOPS:** -

The successful bidder shall completely setup within 30 days of the award on the Contract and commence business failing which the earnest money will be forfeited along cancelation of agreement. Furthermore, the successful bidder will be deal as per KPPRA's and PPRA's rules.

13. **OTHERS / MISCELLANEOUS:** -

- a. The successful bidder shall provide items as per list mentioned in tender documents. Further the successful bidder shall provide only take away services and will never set up any sitting areas around the Canteen / Restaurant / Shops.
- b. The allotted Canteen / Restaurant / Shops shall not be allowed to be utilized for any political gatherings. Doing so could lead to termination of contract.
- c. The University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to faculty, officers, staff and students in their personal capacity, which will be wholly to the risk of the Tenant.

Any other condition that Abdul Wali Khan University Mardan deem necessary can be included at the time of execution of contract.