

**GIK INSTITUTE OF ENGINEERING
SCIENCES AND TECHNOLOGY, TOPI**

TENDER NO.

GIKI/PD/FD-935/23

TENDER DOCUMENT F.O.R. BASIS

**TENDER FEE NON-REFUNDABLE
Rs. 3,000/-**

PROCUREMENT DEPARTMENT

Ph: 0938-281026 EXT (2213) Fax: 0938-281045

Email: farid.wahid@giki.edu.pk

Web: www.giki.edu.pk

Bidder's Information

Tender Serial No. _____ Dated _____

Name of Firm to whom tender issued: _____

SIGNATURE
OF TENDER ISSUING
OFFICER

Name of Firm/Contractor _____

Address: _____

Contact Person _____

CNIC No. _____

Telephone No: _____

Fax No: _____

National Tax Number: _____

GST Number _____

We M/s _____ hereby undertake to accept all the terms and conditions laid down by GIK Institute with regard to award of this contract

Signature of Bidder

TERMS & CONDITIONS

1. Tender Notice issued in the Print Media, is part of this contract document.
2. Tender should be addressed to the Deputy Director Procurement, Ghulam Ishaq Khan Institute of Engineering Sciences & Technology, Topi, Distt Swabi.
3. The contract will be awarded initially for a period of three years (extendable on performance basis).
4. Minimum experience of three (3) years of provision of such services to government/autonomous/private departments and firms is mandatory.
5. The services will be hired according to GIK Procurement Rules Single stage – two envelope bidding process.
6. The bid shall be submitted in a single package containing two separate envelopes clearly marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”.
7. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
8. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the GIK Institute without being opened.
9. GIK Institute shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
10. During the technical evaluation no amendments in the technical proposal shall be permitted.
11. The bidder should quote rates clearly on the tender document. Cutting & overwriting will not be accepted, and tender will be rejected.
12. A pay order or bank draft in the amount of Rs. 25,000/- (refundable) shall be included with the tender as bid earnest money in favor of GIK Institute (Cheque will not be accepted). A bid without earnest money will be immediately rejected.
13. Performance security lumpsum of Rs. 50,000/- is required to be deposited by the successful bidders as a contract security and it will be released after 02 months of expiry of contract.
14. The bid shall be submitted inclusive of all GoP taxes.
15. Taxes and duties will be deducted as per Government rules.
16. Proof of NTN, GST & KPRA should also be provided. GST, NTN & KPRA registration dates must be before tendering date.
17. Successful bidder should clearly indicate the NTN, GST & KPRA Numbers in the invoice.
18. Certificates from food authorities should be provided.
19. Defaulters/ Blacklisted bidders are not eligible to participate in the bidding process. Recent certificates are to be provided in that context.
20. GIK Institute will provide only 550Sqft covered area for kitchen, 1700 sqft ground floor and 1450 sqft 1st floor.
21. The services of the successful bidder required (if any) for special events/meetings, rates will be decided with mutual negotiations as per the market rates.
22. Food will be served in the cafeterias separate for the officials & Students.
23. The responsibility of dish washing & general cleaning of the kitchens shall rest with the successful bidder.

24. Payment of subsidy (if any) may be paid by GIK Institute.
25. The weightage of Technical and Financial proposals will be 60% and 40% respectively. The bidder obtaining the highest marks combining both Technical and financial proposals will be awarded the contract .
26. If two or more bidders obtain equal marks in aggregate, then the contract will be awarded to the one with lowest financial bid.
27. Evaluation criteria are given in the technical proposal. Minimum threshold for qualifying in the technical proposal is 60%. Financial bids of only technically qualified bidders shall be opened.
28. Evaluation criteria of financial proposal is as under:

Financial Score=

40 x Amount quoted by the lowest bidder in financial bid
 Amount quoted by the company whose financial score is to be calculated.

30. Both parties (GIK Institute or service provider) can terminate the contract with the notice of three month's period without assigning any reason.
31. Bid security of un-successful bidder will be returned on issuing of contract to successful bidder.
32. Interested firms / contractors / caterers / companies may forward their proposals as per above instructions to GIK Institute addressed to the Deputy Director procurement on or before 22 March 2023 before 1200 hrs.
33. A successful bidder will sign a contract / agreement for the period of three years. A tentative draft agreement is also placed in the tender document; subject to further modification/addition by GIK Institute, if required.
34. Earnest money must be accompanied with the **financial proposal**.
35. All pages of the Technical and Financial Proposal must be **signed and stamped** by the bidder.
36. The bidder shall provide sufficient information that he is financially sound by providing a financial stability certificate from a scheduled bank.
37. **Penalty:** If any clause of the agreement and the bidding paperwork is not followed, the cafeteria committee may impose penalties as they see fit.
38. GIK Institute reserves the right to accept or reject bids as per Rules.

General Information

Café Opening Days

Monday – Sunday (7 days)

GIK Institute Facilities for Contractor

- i. Covered Area of 550 Sqft for kitchen, 1700 sqft ground floor and 1450 sqft on 1st floor.
- ii. Facilities (Water, Electricity, Gas etc.) as per agreed charges.
- iii. Administrative charges as per GIK Institute rates.

Contractor's Liabilities

- i. Kitchen Accessories (utensils must be kept clean, all goods must be kept fresh, and expired items must not be kept).
- ii. Oven / Burner
- iii. Plastic cover, sheets etc. for Staff dining tables.
- iv. Crockery / Cutlery (replacement, due to breakage / theft etc., with same quality, will be the responsibility of the Contractor)
- v. Fridge / Deep freezer / Microwave Oven
- vi. Television
- vii. Manpower such as:
 - a Waiters to serve the food.
 - b Dish cleaner(s)
 - c Uniform for waiters etc.
 - d Wages to its employees

(The responsibility of repair / maintenance of the items like TV, furniture, fridge / deep freezers etc. shall also rest with the Contractor)

Technical Proposal Requirement & Evaluation Procedure

Description	Marks	Detail
Year of Establishment /Experience (1 marks per year beyond 03 (three) years)	5	To be provided on Annex-1
Similar Job /Contract (Completed) (05 Marks each job, maximum 04 contract/jobs will be considered)	20	To be provided on Annex-2
Similar Job /Contract (In hand) (05 Marks each job, maximum 04 contract/jobs will be considered)	10	To be provided on Annex-3
Bank Statement of last three years for Financial Soundness	10	Bank statements of last three years should be provided
Litigation History (5 marks will be awarded to the applicants having no litigation processed / in process against them)	5	To be provided on Annex-4
Certificates from food authorities	10	Certificates should be provided
Total	60	

Note: The above data forms can be verified independently by GIK Institute and any mis-statement by the bidder may result in termination of contract, forfeiture of pending payments along with performance security and blacklisting of company.

Financial Evaluation Procedure

Description	Maximum Marks
Monthly Rates quoted by the bidder	40
Total	40

Note: Marks will be awarded to the vendors as per the formula stated above.

Bid Form
Contract for Cafe

Description	Year wise Rate (Rs)		
	1 st Year	2 nd Year	3 rd Year
Per Month Rate inclusive of all taxes			
Total Bid Price			

Signature

With Seal

Experience Record

S. No.	Name of Café/Hotel/ Guest House	Established

Note: Proof of Establishment must be attached.

(Signatures, Name & Official Seal)

Details of Projects of Specific Nature (Completed)

Use a separate sheet for each Client /Contract/Work Order-

1	Name of the Project/Client/Contract /Work Order
2	Name of Employer
3	Employer Address
4	Value of the Contract on Monthly Basis
5	Date of Award
6	Date of completion
7	Any other detail

Note: Copies of Satisfactory Completion Certificate(s) must be attached.

(Signatures, Name & Official Seal)

Details of Projects of Specific Nature (In Hand)

Use a separate sheet for each Client /Contract/Work Order-

1	Name of the Project/Client/Contract /Work Order
2	Name of Employer
3	Employer Address
4	Value of the Contract on Monthly Basis
5	Date of Award
6	Any other detail

Note: Copies of contract awards must be attached.

(Signatures, Name & Official Seal)

Litigation History

Applicant should provide information on any history of litigation or arbitration resulting from projects executed in the last 05 years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

(Signatures, Name & Official Seal)

CONTRACT FOR CAFETERIA

This contract for provision and supply of food services (hereinafter referred as the “Contract”) is entered into and executed on this _____ day of _____ at TOPI SWABI (as its effective date) between Ghulam Ishaq Khan Institute of Engineering Sciences & Technology “**GIK Institute**” Topi, Swabi (hereinafter referred to as the “Client”) and M/s _____ (hereinafter referred to as the “**Contractor**”). Both the parties have mutually agreed upon the following terms and conditions: -

- i. This contract is valid for three years from _____ to _____. However, the performance of the Contractor as per terms and conditions given in this agreement and bidding documents (as an integral part of the contract) will be ascertained by committee of the client and on recommendation of the said committee, Deputy Director Procurement will issue Satisfactory Performance Certificate on annual basis.
- ii. The Contract can be terminated after giving one (01) month’s prior notice in writing by either party, from the Client or **Contractor**.
- iii. The Contractor is liable to comply with the legal requirements for obtaining license issued by the concerned government organization(s)/authority(s)/institution(s), etc. relating to the sale of food, drinks and the like items (if required).
- iv. The Contractor (_____) shall supply and maintain cooked food and items related thereto in consideration of payment agreed terms. The Contractor shall also supply and maintain all the crockery, kitchen utensils, Deep Freezers, Refrigerators etc. and the like, which are necessary for carrying out this cafeteria at his own cost.
- v. The Contractor (_____) shall ensure cleaning/changing of white. Napkins on daily basis at the cafeterias.
- vi. GIK Institute shall supply area, water, electricity etc., as per detail given in general information, to the Contractor and will charge as agreed; (_____).
- vii. The Contractor shall ensure provision of each and every item on his part, as per detail provided in general information, of high quality.
- viii. It is responsibility of the Contractor that adequate number of waiters, properly dressed, having name plate and having medical fitness certificates are arranged for serving the food to the Client.
- ix. No accommodation will be provided to any persons of the Contractor by the Client.

- x. The Contractor shall be responsible for engaging staff and making payment of their salary, charges' dues etc as per fair rules of GoP and Client will not have any liability towards them in any manner.
- xi. The Contractor shall ensure hiring at its own cost of the requisite staff for serving food to the employees, dish washing & general cleaning of the kitchens etc.:
- xii. The Contractor (_____) shall work under overall direction/supervision of the Procurement Department and the mess committee appointed of the Client.
- xiii. The Contractor cannot and is not allowed to sublet this contract to any other party. In case of violation, if any, of this clause or the contract itself the Client shall be entitled to terminate the Contract upon notice to the Contractor.
- xiv. The Contractor will not engage in any child labor.
- xv. The Contractor shall be responsible for ensuring proper hygiene.
- xvi. Cleaning of crockery, utensils, chairs & tables etc. in the Kitchen & Dining Hall are to be done by the Contractor properly.
- xvii. Damaged glass, crockery, or cutlery may not be used in the both cafeterias.
- xviii. The menu can be changed at any point in time if the same is not up to the mark or otherwise may not agreed to by the Client or Mess Committee of the Client, as the case may be.
- xix. In case of any damage/loss/theft of any Cafeteria property or other facilities provided by the Client under the terms of this Contract, the Contractor will be responsible for the same and the cost of loss, damage, theft etc will be recovered from the Contractor to mark good the loss, damage, etc, except in the case of Force Majeure.
- xx. The Contractor shall ensure that all raw material / ingredients (cooking oil, spices, sauces etc.) to be used for cooking should be well known branded.
- xxi. The Cafeteria Committee of the Client has the right to inspect and check the premises where cooked food is supplied by the Contractor at any time.
- xxii. No subsidy will be paid to Contractor during the holy month of Ramzan-ul-Mubarak, when the provision /supply of foods/services are stopped.
- xxiii. Rates for special events/meetings shall be decided after mutual discussion and negotiations with both the parties and as agreed thereto, accordingly.
- xxiv. The approved rate list is attached herewith this contract as "Annex ___" as integral part of this contract and will be followed by the Contractor.
- xxv. In case of any dispute or difference, the case will be referred to cafeteria committee of the Client for amicable settlement / resolution of the dispute at

first stage. At the 2nd stage the case will be referred to Authority of the Client through Deputy Director Procurement. GIK Institute will be final Authority to settle the issue amicably that decision could not be challenged in any court of Law.

- xxvi. This contract shall, in all respects, be subject to read and construed and shall operate in conformity with the laws of Pakistan and the Courts in Pakistan at Swabi shall have exclusive jurisdiction for adjudicating and interpreting this Contract.
- xxvii. No variation in or modification to the terms of this Contract shall be made, except be a written amendment/modification duly agreed and signed by both the parties hereto.

<u>For and on behalf of GIK INSTITUTE</u>	<u>For and on behalf of CONTRACTOR</u>
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Witnesses:

1. _____

2. _____

