

SUKKUR IBA UNIVERSITY



TENDER PROC/356

BIDDING DOCUMENT – CANTEEN

JULY 2023

Last Date for Submission	August 11, 2023 @ 3:00 pm
Tender Opening Date	August 11, 2023 @ 3:30 pm

Important Note:

1. Please submit technical & financial proposals in two separate sealed envelopes
2. Please sign & stamp each & every page of tender document.

Sukkur IBA University
Nisar Ahmed Siddiqui
Road, Sukkur
Phone # 071-5644142
E-mail: info@iba-suk.edu.pk
www.iba-suk.edu.pk

SUKKUR IBA UNIVERSITY

BRIEF

Sukkur IBA University is a quality educational institution.

Sukkur IBA invites firms for running canteen at Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur on contract basis.

Reputable, well-established and experienced firms registered with Income Tax & Sales Tax /SRB Department are invited to apply for participation in the tender process and submit the sealed technical and financial proposals.

The Sukkur IBA University reserves the right to accept/reject any or all the applications without assigning any reason/s whatsoever.

IN GENERAL

- The applicant firm /contractor shall furnish all details including their experience in the application Format, (only and if the space provided is not sufficient, particulars shall be furnished in annexure and such details shall be mentioned in the respective columns of the application Format. The authorized person of the companies/firms shall sign in all the pages of the application with seal of the company/ firm.
- The firm should submit application format along with company profile/ Brochure as mentioned in Advertisement.
- No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions or site visits will be reimbursed.
- The firm shall furnish documentary proof with respect to the technical evaluation criteria along with the application form.
- Incomplete application without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard.
- The evaluation shall be based mainly on the technical evaluation criteria and financial evaluation criteria mentioned in this document.
- Applications received after the due date and time shall be rejected.
- Sukkur IBA University expects that firms should furnish all the required documents to ensure a transparent and genuine evaluation, so it is necessary to comply the instructions in the tender documents meticulously and sign & stamp every page.
- Tender documents can be obtained from the office of Procurement Department on any working day during office hours and submitted as per schedule mentioned in tender documents. Tender documents can also be downloaded from Sukkur IBA University website www.iba-suk.edu.pk/tenders.

- The tender document should be submitted with tender documents fees Rs 10,000 (Non-Refundable) in shape of pay order in favor of Sukkur IBA University if tender documents have been downloaded from the website and fees has not been submitted.

For any query, please contact to:
Add. Director Procurement
Sukkur IBA University
Nisar Ahmed Siddiqui Road, Sukkur
Email: hari@iba-suk.edu.pk

TECHNICAL EVALUATION CRITERIA WEIGHTAGE 70%

S. No	Bidder Name	Max Score	Achieved Score	Remarks
1	Experience of running Canteen in top ranked university/ large corporate company	20		
2	Well trained & Experienced Staff (Manager, Head Chef, Chefs, Waiters etc.) who have experience of working in reputed organizations	20		
3	Financial Soundness	20		
4	International Certifications (ISO)/international events servicing	10		
5	Company Profile	20		
6	Cliental Served Profile	10		
	Total	100		

Important Note:

Please attach documentary evidence in support of your claims in technical proposal for above factors mentioned in technical evaluation criteria.

Financial Evaluation Criteria-

Weight age 30 %

Rent per month offered by the bidder to the Sukkur IBA University

ELIGIBILITY & EVALUATION CRITERIA

Eligibility Criteria

1. Registration with Income Tax & Sales Tax Department
2. Minimum 3 years of relevant experience
3. Financial Turnover not less Rs 30 million in the past 3 years
4. Security deposit Rs 0.3 million

Evaluation Criteria

1. Technical Evaluation Criteria (As mentioned in above table)
2. Financial Evaluation Criteria (Rent offered per month by the bidder)

Selection Criteria

The bidder getting highest total weighted score (Technical + Financial Score) will be successful bidder. In case one bidder gets highest total score in evaluation for Central Cafeteria & Canteen both, Sukkur IBA University management may award central cafeteria and canteen contract to two different bidders (top score achievers) keeping in view competition, quality, fair price and capacity factors (if deem appropriate)

For any Query / Confusion:

Please Contact at: hari@iba-suk.edu.pk
Tel: 071 5644142
Hari Lal Nathani
Additional Director Procurement
Sukkur IBA University

BID DATA SHEET

Please Bid Rent Per Month Offered by You for Canteen Here

Rent Per Month Offered Rs _____

Name of Bidder _____

Signature of Bidder _____

APPLICATION FORM

To
The Registrar
Sukkur IBA University

Subject: Tender Proc/356 for Canteen

Dear Sir,

Kindly find herewith the documents as required in the bidding document. We accept that if Sukkur IBA University may call us for presentation before committee of our technical proposal during/after technical evaluation of our proposal if they deem necessary.

1. We undertake that you are not bound to accept the lowest or any proposal you may receive.
2. If our proposal is accepted than we are bound for services as required in the scope of work.
3. Unless and until formal agreement is prepared and executed this document together with your written acceptance thereof shall constitute a binding contract between us.
4. Sukkur IBA reserves the right to reject any application. If any information furnished by the firms proves to be false at later stage, the contract, if awarded, is liable for cancellation with necessary action against such firm(s) as deemed fit by the procuring agency.

Dated this _____ days of _____ 2023

Name: _____

Firm: _____

Signature: _____

Seal:

NAME OF WORK: Tender Proc/356 for Canteen

1. Name of the Applicant:

Address:

Office Telephone No:

Mobile No:

Fax No:

E-Mail:

2. Details of the applicant

a. Status of the Firm:

(Whether Company/Partnership/proprietary):

b. Name of the Proprietor/ Partners/ Directors with professional: Qualifications, if any) :

I)

II)

c. Year of establishment:

3. Registration with Tax Authorities:

(Furnish copies of recent Income-tax returns)

a) Income-tax:

b) GST/SRB:

5. Standing of Firm:

Registration of Firm since last: _____ Years

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / we agree that the decision of committee in selection will be final and binding to me / us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the committee is at liberty to act in a manner it feels deemed fit.

Place :

SIGNATURE OF THE
APPLICANT, NAME &
DESIGNATION.

Date :

SEAL OF ORGANISATION

TOTAL NO OF PAGES ENCLOSED:
(PLEASE NUMBER ALL THE PAGES):

Instructions

- i. Security Deposit Rs 0.3 million will be submitted along with Tender Documents in shape of bank Pay Order / demand draft in favor of Sukkur IBA University.
- ii. Security deposit will be retained as performance security of the successful bidder and will be released after completion of the contract. Security deposit will bear no interest.
- iii. Please mention “Tender Number” at top left corner of the envelopes. SIBAU may reject anybid and may cancel the bidding Process at anytime.
- iv. Should you need further any assistance / guidance please email at hari@iba-suk.edu.pk
- v. Compliance with rules of Govt. food agencies are mandatory which is required to maintain, hygiene, food safety and quality standards for example Sindh Food Authority etc.
- vi. Selected bidder shall provide proper Uniform to their staff.
- vii. Bidder should have facility to serve the meal/refreshment in offices or meeting rooms to the Faculty and Staff without additional charge.
- viii. Selected bidder would be responsible for maintaining high standard of cleanliness of the canteen premises.
- ix. Sukkur IBA University Management has the first right to hold their official events in the canteen premises. Sukkur IBA University management will inform the booking of the premises in advance.
- x. All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil for e.g. soya supreme or equivalent.
- xi. Sukkur IBA University may give orders through petty purchase/RFQ to any other vendor, specially where any specific menu is not available through Selected bidder or Sukkur IBA University when deem fit.

Scope of Canteen Services

Scope of the Services is not limited to following only:

- a) It is vitally important to understand the philosophy of the new food paradigm within IBA. Quality exists in totality and not in bits and pieces. Therefore, all activities of Sukkur IBA University must conform to high quality standards in line with the TQM (Total Quality Management) Concept.
- b) The food should be Hygienic, Nutritional and suit the taste buds of all stake holders. The quality must not only be built into the food it must be apparent from the presentation, appearance, and handling.
- c) We expect service provider to be fully aware of the modern principles of diet, food standard and calorie requirements of all age groups. Such food must be offered at reasonable prices to suit pocket of students and staff alike.
- d) Thus, we expect certifications / licensing from some widely acceptable licensing authority. Such licensing must cover standard operating procedures for the entire supply chain including raw material source, its procurement handling cleaning, cutting etc. and later cooking, storage and serving the same. This implies adequate training, motivation, compensation, and continuous monitoring of the entire staff. Sukkur IBA University would always constantly monitor strict adherence to agreed SOPs. This is not an ordinary food system but one based on the most modern concepts of food science.
- e) Menu list should have an assortment of hygienic and healthy items comprising Pakistani, Continental and Fast Food etc. Including availability of a separate counter for some salad/drinks and various in-between meal options such as sandwiches and other healthy snacks.
- f) Service Provider must provide a menu & price list which demonstrates their concept of our type of food.
- g) To support your claim of full understanding of the above food services please attach all certificates, letter of reference, awards, and any other supporting documents.

Terminology

Client means Sukkur IBA University

Service Provider means successful bidder whom the contract is awarded

General Information

Working Days

All seven days of the week.

Sukkur IBA University Facilities for Contractor

- i. Kitchen with Natural Gas if available, however during load management by SSGC, Contractor is a responsible for arrangement of LPG for cooking by with own resources. However, Service provider will arrange the sub-meter for natural Gas for canteen.

- ii. Hall & Furniture (During Contract repair of Furniture will be responsibility of Contractor)
- iii. Kitchen Equipment (Already available in the kitchen of canteen on as is where as basis)

Note: Sukkur IBA University will provide above only one time and on as is whereas basis. Any item requiring replacement now or after sometime will be done by the service provide, Bidders are advised to visit the site to see the items available and participate accordingly.

Contractor Liabilities

- Kitchen Accessories
- Sub-Meter for natural gas for canteen.
- Crockery fine quality (stone ware)
- Refrigerator / Deep Freezer etc.
- Oven/Microwave Oven
- Visi Cooler (Standing Refrigerators)
- Gas for cooking during load management by SSGC.
- Mineral /RO Water for drinking and Cooking
- Manpower related arrangements such as:
- Cooks, Skilled labor, Waiters, Uniform for waiters etc. Medical facilities to his staff Insurance to its employees. The contractor shall be bound to have its staff/employees insured / registered against all applicable social security schemes / institutions including Employees Old Age-benefits Institution (EOBI). Employees Social Security Institution (SESSI) or any other government scheme under any other law without owning responsibility to Sukkur IBA University. The Contractor, in addition to above undertakes to fully indemnify if and hold harmless the Sukkur IBA University against any claim, losses, damages, or expenses in relation to injury or death of any persons or loss or damage to property arising out of the performance of Services hereunder. Wages to its employees as per fair wages rule of GoP. Submission of medical fitness certificate for cooks and waiters before commencement of the job and thereafter, on 6 monthly basis. Certified Copies of Medical Certificates so obtained will be displayed on the Notice Board in Both Canteens.

Terms of Reference

- (i) **Signing of Contract Agreement:** Sukkur IBA University will sign agreement on legal E-Stamp paper, the stamp duty will be paid by the successful bidder.
- (ii) **Items Deliverable:** All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- (iii) **Duration:** The contract will be initially for three years (extendable for another three years).
- (iv) **Liquidity Damage:** Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- (v) **Submission of Bills/Invoices:** All Invoices / bills should be submitted to the authorized representative of Admin Department only.
- (vi) **Payment:** Payment against submission of a consolidated monthly invoice against approved orders will be made after deduction of withholding Tax / Sales Tax as per government regulations.
- (vii) **Utility Charges:** Utility Charges i.e., electricity and gas etc. will be paid by the contractor, electricity at 50% of the meter reading and gas at 75% of the meter reading or load calculation by SIBAU Engineering Department. Per Unit rate will be charged same as charged by utilities companies from Sukkur IBA University
- (viii) **Rent** -Rent will be paid in advance for each year from the start of lease/contract with 10% increase per annum.
- (ix) **Contractor's Employees:** Contractor's employees will be hired by the contractor and screened by the Sukkur IBA University.
- (x) **Contractor's Employees Remuneration:** Contractor's employees will be paid by the contractor. Sukkur IBA University will not accept any liability about the contractor's employee.
- (xi) **New Crockery:** New Crockery & Cutlery will be provided by the contractor. Standard of Quality duly approved by Sukkur IBA University
- (xii) **Cleanliness:** Cleanliness of high standards will be required from the successful contractor.
- (xiii) **Food Items:** Food Items should be of high quality & standards, fresh, safe and Halal products only.

(xiv) **New Items & Food:** New items & food will be introduced with due notice.

(xv) **Improve the Image:** Any other food / item will be of high standards that will improve the image.

(xvi) **Availability of List:** Availability of all listed items.

(xvii) **Microwave & Deep Freezer:** Microwave oven & Deep Freezer will be provided by the contractor.

(xviii) **Prohibition:** Prohibition of smoking & beetle leaf chew.

(xix) **Sub-letting:** No sub-letting in any case and form will be acceptable.

(xx) **Disclosure of Confidential Script/Material:** All rights reserve with the Sukkur IBA University and no information either in written/electronic media/copying form should be disseminated without the permission of the authority

Rejection of Items: Sukkur IBA University reserves the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.

(xxii) **Termination:** For termination of this agreement **three months prior notice will be required from either side** in writing. However, in case of severe violation of ethical standards etc. where situation not permitting to wait for three months, the service provider may be asked to vacate immediately. The Service Provider shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by Sukkur IBA and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provide, from time to time and the decision of Registrar, Sukkur IBA, shall be final and binding upon the Service Provider. The Service Provider shall be free to remove without any damage to the Sukkur IBA property like furniture, fittings, crockery, cutlery, utensils and other articles that might have been brought by the Service Provider **after getting no-due certificate from the concerned departments of the Sukkur IBA University.**

(xxiii) **Arbitration:** In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Sukkur IBA University and CEO of the company/agency/individual owner for arbitration/settling of the dispute, failing which the decision of the court of law in the jurisdiction of Sukkur will be binding to the parties under Arbitration Act 1940.

(xxiv) Security Deposit Rs 0.7 million will be submitted along with Tender Documents in shape of bank Pay Order / demand draft in favor of Sukkur IBA University. Security deposit of the successful bidder will be retained as performance security by Sukkur IBA University and will be refunded after completion of the contract after getting no-dues certificate from Sukkur IBA University by the contractor. Security deposit will bear no interest.

(xxv) **Inspection:** Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.

(xxvi) **Inspection:** Quality, quantity and operation may be reviewed bi-annually.

(xxvii) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance with the Sukkur IBA University

(xxviii) **Sales Tax:** Sales Tax will be paid on applicable items only by the company/firm/agency.

(xxix) **Validity of Bid:** Validity is for ninety (90) days.

(xxx) **Rights:** Sukkur IBA University reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage before acceptance.

(xxxi) **Company Profile:** Company Profile be attached with this document.

(xxxii) **Tender Document:** Tender Document available at the office of Procurement Department, Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur and at website www.iba-suk.edu.pk

(xxxiii) **Submission of Documents:** Last date for tender submission is as mentioned in the notice.

(xxxiv) **Opening of Tender:** Tender will be opened on the date and time mentioned in the notice.

(xxxv) **Taxes:** All Government taxes (including Income tax, sales tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.

Stamp Duty: Stamp duty of 0.35% on total value of contract will be paid by the service provider/contractor.

(xxxvi) **Rate Revision:** Rate revision request will be reviewed every six months.

(xxxvii) **Rights:** Sukkur IBA University reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage before acceptance.

(xl) **Manpower to meet requirement of event(s):** Service Provider is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Work Order.

(xli) **Authority:** Sukkur IBA University is not bound to accept any quotation, nor award a contract / Work Order, nor be responsible for any costs associated with a Supplier preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

(xlii) **Contract Duration:** This is Rate Running Contract, based on satisfactory performance, and may be renewed for further years with mutual consent.

(xliv) **Registration:** Service Provider should provide food items as prescribed & define by relevant Food Authority.

Important Note:

These Terms & Conditions is integral part of contract agreement besides other clauses / articles.

Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the company/firm/agency for Canteen Services.

M/s _____, the Canteen Services hereby declares that:

(a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the Client or any administrative or financial offices thereof or any other department under the control of the Client through any corrupt practice(s).

(b) Without limiting the generality of the forgoing the company/firm/agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the Client directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the Client, except that which has been expressly declared pursuant hereto.

(c) The company/firm/agency/ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the Client under any law, contract, or other instrument, be stand void at the discretion of the Client.

(d) Notwithstanding any right and remedies exercised by the Client in this regard, company/firm/agency agrees to indemnify the Client for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Client in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Client.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. _____

Contact Person: _____

Address: _____

Tel # _____, Fax: _____

Mobile: _____, Email: _____

Contract Agreement (Draft)

1. This agreement shall be initially for three years (extendable up to ten years on satisfactory performance) w.e.f. _____ and thereafter it may be extended for a further period as may necessary be on mutual agreement between following two parties as per tenancy act.
 - i) Registrar, Sukkur IBA on behalf, Sukkur IBA University (herein after called the party **No.1 Client**).
 - ii) Mr. _____ S/o _____, Owner/Representative M/s _____, CNIC _____, Resident of _____ (here after called the party No. 2 Contractor / Service Provider/Operator).

The price list as attached herewith (Annexure-I) will be made an attachment to this agreement but can be reviewed every six months except cold drinks and other standard packaged items supplied in canteen. prices of these articles will be revised whenever manufacturers revise them. The Operator will supply only such items specifically approved by the management at approved rates. However, more items can be included in the menu only with prior approval of the Management.

2. The Operator will be responsible for providing all food items mentioned in Annexure-I for any additional items, which the Operator intends to supply, the weight/quantity of such items should be specified while quoting the proposed sale price of such items.
3. The Service Provider (Annexure – II) shall pay rent (1-year advance payment of rent) with 10% increase per annum to the Sukkur IBA University.
4. The Operator will be responsible for proper handling and safe custody. All Repairs and maintenance of the Canteen's building (portions handed over to the Operator), equipment, furniture and all other requiring repair and maintenance in the Canteen premises, will be carried out by the Operator at his own cost. Operator will not claim any reimbursement of expenses on this account.
5. In case of any food poisoning/Contamination the Operator will be held fully responsible and he will bear all the claims & expenses caused due to food poisoning/Contamination.
6. The Operator 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 Sukkur IBA University. Gender diversity should be encouraged.
7. All persons engaged by the Operator shall be the Operator's own employees and they will claim no privileges from Sukkur IBA University. The Operator will be directly responsible for the administration of his employees as regards general discipline and courteous behavior. SIBAU will not be responsible on any matter in this.
8. The Operator will get all his workers medically examined from approved Registered Medical Practitioner recognized by the Sukkur IBA University, to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform wearing name plates. The Operator will also ensure that neat and clean uniforms are provided to his staff. The Operator will also ensure that his employees do not have any criminal record/conviction & are free of any drug use/addiction.

9. The Operator will be responsible for cleanliness of premises of Canteen, Tuck-shops and Kiosks, crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the service hall(s). SIBAU will not provide any cleaning/hygiene/maintenance material & human resource etc. for the same.
10. Very high standards of hygiene and cleanliness shall be observed in the running of the kitchen, the Service area/ Hall(s) and connected services by the Operator and workers engaged by Operator including those responsible for collection of used utensils and periodic disposal of waste.
11. The working hours are from 08: 00 am to 10:00 pm and seven days a week.
12. The Sukkur IBA University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to students, officers and staff in their personal capacity, which will wholly be the risk of the Operator
13. (a) The food facilities shall be for the use of the students & employees of the Sukkur IBA and their guests and any other persons allowed by the Sukkur IBA. The Operator shall stand responsible for the quality of the edible items supplied for the service. Only the Sukkur IBA students, officers and staff shall be entitled to eat in the service hall(s) the food and refreshment items brought by them from outside. No outsider will be served without the permission of the Sukkur IBA University.

(b) The Operator will not take out of the Sukkur IBA University premises any articles or stores without a Gate-Pass to be issued by the Canteen in-charge designated by Sukkur IBA University management.
14. In the event of failure, to supply the approved items without notice by the Operator, the same will be arranged by the Organization at the Operator's risk and cost.
15. Fire/Damage/Asset Insurance will be responsibility of the Operator with SIBAU being the beneficiary.
16. The Operator shall at his own cost & effect, as required as per the laws of Pakistan, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Operator in connection with rendering the aforesaid services to Sukkur IBA University.
17. The Operator will have to furnish the statement showing the names of all the employees engaged for Sukkur IBA University Canteen. Any addition/deletion must be communicated to Sukkur IBA University.
18. Any, of the Operator's employees proceeding on leave shall immediately be replaced by the Operator so as to maintain satisfactory level of service at all time.
19. Sukkur IBA University shall have the right to search the Operator's employees at any time while going out of the Sukkur IBA University premises and there shall be no grievance expressed/ felt on this account either by Operator or his employees. The Operator will issue ID Cards to the Operator's workers in the format approved by Sukkur IBA University.
20. The Sukkur IBA University nominees reserve the right to take samples of the edibles/ raw material from the canteen for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by the authorized person/persons in the manner.
21. A Monitoring/ Management Committee will be nominated by Sukkur IBA University to inspect and oversee functioning of Canteen with a view to ensure cleanliness/ hygiene, food quality, service quality, rates, communication and attitude of the staff of the operator . In case there are repeated failures to follow given guidelines/non-compliance noticed by the Committee due to failure of Operator, the

Secretary / Chairman of the Committee, can impose a fine up to Rs. 25,000/- to a max of Rs. 50,000/- at one time to be recoverable from bills due to the Operator.

22. The Operator will ensure that hazardous or inflammable or any intoxicating material is not stored in the premises.
23. The Operator will deposit a sum of Rs. 0.7 million (Rupees One Million only) with Sukkur IBA University as security deposit in shape of bank's pay order/ demand draft in favor of Sukkur IBA University, for this amount towards security against the items/ equipment/furniture/space provided by Sukkur IBA University in the canteen or any other loss, tear and acts of outside criminal interference, or material causes and riots etc. Sukkur IBA University will recover it from the security of Rs. 0.7 million in part or full, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Operator on completion of Contract. The security deposit will bear no interest.
24.
 - (a) The Operator shall not sublet or assign the license or use the space provided for running the canteen, tuck-shops and kiosks for purposes other than running a these and shall not allow anybody or reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management of Sukkur IBA University.
 - (b) The Operator shall be responsible for all/any damages or losses to Sukkur IBA University property by the Operator himself or his staff and shall be liable to make good all/any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by and an act of God.
 - (c) Sukkur IBA will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Operator in the canteen premises including kitchen and other rooms.
25. For termination of this agreement **three months prior notice will be required from either side** in writing. However, in case of severe violation of ethical standards etc. where situation not permitting to wait for three months, the Operator may be asked to vacate immediately. The Operator shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by Sukkur IBA and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provide, from time to time and the decision of Registrar, Sukkur IBA, shall be final and binding upon the Operator. The Operator shall be free to remove without any damage to the Sukkur IBA property like furniture, fittings, crockery, cutlery, utensils and other articles that might have been brought by the Operator after getting no-dues certificate from the concerned departments of the Sukkur IBA University.
26. The Operator shall keep in a conspicuous place in the canteen, the approved rate list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by Sukkur IBA University. The Operator shall inform Sukkur IBA University of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him from time to time.
27. In case of any dispute the matter shall be referred to the Registrar, Sukkur IBA University, and his decision will be final and binding on the Operator.

28. The Operator has permission only to run food service in the Sukkur IBA University contracted premises during the contract period and nothing contained in this document shall be construed as demise in law of the said Sukkur IBA premises or any part thereof and shall not give any legal title or interest to the Operator.
 29. The Operator will bring all crockery/utensils/equipment in addition to the Equipment provided by Sukkur IBA University which are necessary for the purpose of storing/making, serving of food.(Annexure-II)
 30. Compliance with rules of Government Food Agencies is mandatory which is required to maintain, hygiene safety and quality standards for example Sindh Food Authority etc.
 31. Sukkur IBA University Management has the first right to hold any official event(s) in the canteen premises and do branding on walls/windows/entrance etc. Sukkur IBA University management will inform the booking of the premises in advance.
 32. SIBAU may allow the space to allow corporations to showcase their products for marketing purposes.
 33. The successful bidder will facilitate Sukkur IBA University (SIBAU) events for dining, reunion, networking dinners, convocations, seminars, conferences etc.
 34. Breach of contract (A breach of contract is when one party fails to perform their promised obligations under a binding contract). In case of breach of contract by the successful bidder, the penalty equal to 50% of the security deposit and this will be deducted from the security deposit amount.
 35. All items will be sold at the rates mentioned in approved rate list issued by the Registrar's Office Sukkur IBA University.
 36. All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil e.g., soya supreme or equivalent. All Food-stuff/Consumables/Fresh & Frozen Produce will have UBD's (Use-By-Dates) pasted prominently & easily visible.
 37. Sukkur IBA University may give orders through petty purchase/RFQ to any other vendor, especially where any specific menu is not available through selected bidder or Sukkur IBA University when deemed fit.
 38. No Sukkur IBA University employee will be eligible to apply for this tender. The successful bidder will give understanding on legal stamp paper for this and any deviation found at any stage of the contract will be liable for termination of contract and disciplinary action against such employee and the contractor.
-

Article I

Duties and Scope of Services and Agreement

General: This agreement includes the upkeep of the canteen inclusive of edible items, electrical installation, cooking & electrical appliances, crockery & cutleries and tableware's in accordance to international standard & HSE. Payment of utility bills, and payment of wages to any persons hired by the Second Party will be the responsibility of Second Party.

(1.2) **Utilities:** First Party will provide utility connections (Gas, Water and Electricity). Provision of additional water required if any will be allowed by First Party on payment by Second party. Payment of Gas & Electric bills will be on actual consumption basis as shown by the meters installed at the premises. These payments will be inclusive of admissible govt. taxes / levies as per SRO to the First Party. Sukkur IBA University shall not be responsible for any disconnections due to non-payment or default or breach by the Second Party or otherwise.

(1.3) **Cleanliness:** The Second Party shall responsible at all times to maintain a very high standard of cleanliness, hygiene both externally and internally of canteen, canteen, tuck-shops and kiosks and shall undertake cleaning of walls, flooring, furniture items, service counters, lightening and Air Conditioning fixtures related spaces including store rooms both inside and outside all times. It will also be the responsibility of Second Party to dispose-off waste / garbage material on daily basis, ensuring that such materials are after removal from the floor are deposited at the identified bulk garbage disposal point.

(1.4) **Crockery / drapery:** New Crockery, Cutlery and drapery of fine / best quality will be provided by the Second Party and will need to be approved by First Party.

(1.5) **Listed Edible Items:** 'The Second Party' has agreed to provide all items mentioned in RFP Document while ensuring that these are of high quality and are certified to be in date. The specifications of the items to be provided may be changed, increased or decreased as per requirement conveyed by and mutually agreed between the two parties. All items purchased and paid by second party as, will remain the property of the SECOND PARTY who will also be responsible for their safety and security at all times.

(1.6) **Non-listed Edible Item(s):** New edible item(s) will be introduced with due approval of First Party on agreed rate(s).

(1.7) **Machinery(ies) / Equipment(s) / Gadget(s) / Utensil(s) / Tableware(s) / Glassware(s) / Crockery / Cutleries:** Porcelain crockery and stainless-steel cutleries; microwave oven(s); deep freezer(s) will be provided by the Second Party after due approval of the first party. The Second party will give receipt of all kitchen machineries, fixtures (ovens, stoves, deep fat fryers, dish washers and such other items which are installed in the kitchen / service counter premises on the day of executing this agreement.

(1.8) **Prohibition:** Use of alcoholic, smoking and beetle leaf chewing is strictly prohibited. It will be responsibility of the Second Party to expel anyone who use prohibited item(s) & report to the Sukkur IBA University Administration without loss of time. Sindh Food Authority, Government of Sindh vide letter No. DG/DIR(OPR)/SFA/4440/2018 dated 5th September 2018 has banned Carbonated Soft drinks, Energy drinks, Papad and colored, Flavor Snacks / Chips, Monosodium Glutamate, slaughtering of small Animals, Rangat Bleaching Agent, Open Oil & Ghee (may be kept in view in order to provide healthy food items instead of unhygienic substandard food products etc.).

(1.9) **Compliance of the SOPs by Sindh Food Authority:** The Contractor will have to be registered with Sindh Food Authority. The Contractor will ensure strict compliance of the SOPs of the Sindh Food Authority vide letter no. SO(U)/U&B/Misc/23-81/2019/902 dated 15th April 2019.

(1.10) **Security & Maintenance:** The Security and the maintenance & repair including normal wear and tear of the equipment as provided by First Party as well as Second Party will be responsibility of Second Party. Periodic / planned maintenance of electrical / mechanical / plumbing/ furniture and fixture etc. will be carried out by 'The Second Party' as per the planned maintenance system under intimation and approval of the First Party.

(1.11) **Transport:** At-least one vehicle for logistic backup ferrying of Fresh Items on day-to-day basis from suppliers' place to canteen.

(1.12) **Health Certificate:** Health Certificate of staff.i.e. Hepatitis C, salmonella species, TB or any other contagious disease.

(1.13) **Permission:** That the FIRST PARTY will allow the SECOND PARTY, their authorized agents, officers, employees, and workers access to the FIRST PARTY Canteen for the express purpose of inspecting, implementing and servicing of this agreement. The Security Manager of the First Party will screen the authorized agents, officers, employees, and workers of the Second Party.

(1.14) **Rights:** The Second Party shall use the contracted premises as a bare tenant and shall not acquire any rights in the land or property of the canteen or any other premises of the First Party.

(1.15) **Sub-letting:** No sub-letting in any case & form will be allowed.

(1.16) **Operational Day(s) & Time(s):** Generally, the operations at Canteen should be carried on seven days a week from _____ hours to _____ hours by the

Second Party. However, First Party may ask to operate for extra day(s) & hour(s) at its sole discretion

Article II **Remuneration**

(2.1) **Charge(s):** 'The Second Party' will charge from student(s), Sukkur IBA employee(s) & Sukkur IBA populace the cost of edible item(s) according to the approved rates as offered through RFP.

(2.2) **Approved Rate(s) List/Charges:** 'The Second Party' will provide the edible items on the approved and agreed rates through RFP only to the students and employee populace of the Sukkur IBA University whatever, wherever and whenever required.

(2.3) **Canteen Employees' Remuneration:** The remuneration/wages/payment of Canteen employee(s) hired by the Second Party will be its sole responsibility & paid by the Canteen Operator without prejudice of public interest(s). The First Party will not accept any liability about the Second Party's employee.

(2.4) **Government Tax(es) / Levy(ies) / Charges:** It will be charged at actual as per Government rules.

(2.5) **Submission of Bill(s) / Invoice(s):** Invoice(s) /Bill(s) should be submitted to the Finance Department by the First Party.

(2.6) **Validity of Price List:** Rate of Price List offered will be valid for one year .Revision in Price List may be considered & revised with the consent of the First Party. To facilitate such revision if any – the second party shall be required to submit a monthly statement of sale proceeds / service charges recovered during a specified time.

Article III **Indemnity**

(3.0) The 'Second Party' in its individual capacity shall indemnify and keep First Party and any person claiming through Sukkur IBA University fully indemnified and harmless from and against all / any damage(s), cost(s) and expense(s) caused to or incurred by 'Second Party' as a result of any damage in the title of 'First Party' or any fault, neglect, misbehavior or / and quality of food and payment(s) by The Second Party which disturbs or damage the reputation, quality or the standard of the services provided by The Second Party and any person claiming through the First Party.

Article IV **Integrity Pact**

(4.1) The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the Sukkur IBA University or any administrative or financial offices thereof or any other department under the control of the Sukkur IBA University Administration through any corrupt practice(s).

(4.2) Without limiting the generality of the forgoing the **(Second Party)** represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the Sukkur IBA University directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service

contract or order or other obligations whatsoever from the Sukkur IBA University, except that which has been expressly declared pursuant hereto.

(4.3) **(Second Party)** accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts, or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the Sukkur IBA University under any law, contract, or other instrument, be stand void at the discretion of the Sukkur IBA University.

(4.4) Notwithstanding any right and remedies exercised by the Sukkur IBA University in this regard, second Party agrees to indemnify the Sukkur IBA University for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Sukkur IBA University in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s_____ as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Sukkur IBA University.

Article V **Notice**

(5.0) Mode: Any notice given under this agreement shall be sufficient if it is in writing and if sent by courier or registered mail or electronic mail(e-mail) with Sukkur IBA University web domain.

Terms & Conditions: The terms and conditions of this Agreement have been read over to the parties which they admit to be correct and abide by the same.

Notice(s): On receipt of any complaint from the First Party, staff, students about the quality of edibles/drinks, general cleanliness, un-hygienic foodstuff, behavior/conduct of canteen staff, frequent complaint about service untidy and poorly dressed staff etc., the First Party will investigate the matter properly. If the complaint is found genuine a written notice will be served. If the complaint is not paid any heed even after the second notice, after a lapse of_ days a third notice will be served an thereafter the contract would deemed to have been terminated, if appropriate remedial steps are not initiated within Hours.

Authority: The First Party will have the authority to terminate the contract after third notice.

Article VI **Miscellaneous**

(6.1) Employees of the Second Party will be hired by the contractor and their antecedents will be screened by the First Party. Only those will be employed who are cleared by the First Party.

(6.2) Sukkur IBA University reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

This agreement is effective from _____ up to _____.
This Contract Agreement will be time-based contract and shall remain valid and effective for a period of _____ year commencing from _____. This agreement would be extended for further _____ year period and on existing & agreed terms and conditions as the parties may mutually agree.

Article VII
Insurance

7.1 The contractor shall be bound to have its staff/employees insured/registered against any and all applicable social security schemes/institutions including Employees Old Age-benefits Institution (EOBI). Employees Social Security Institution (ESSI) or any other government scheme under any other law without owning responsibility to Sukkur IBA University. The Contractor, in addition to above undertakes to fully indemnify if and hold harmless the Sukkur IBA University against any claim, losses, damages, or expenses in relation to injury or death of any persons or loss or damage to property arising out of the performance of Services hereunder.

Article VIII
Health, Safety & Environment

8.1 The contractor shall comply with all applicable law, statute(s) and ordinance(s) of Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Protection Control Authority and Sindh Food Authority code for food service facilities.

8.2 The contractor will ensure hygienic, safe, and healthy food to the consumers in accordance with relevant standards of food with the concerned authorities.

8.3 The contractor shall have relevant permit(s) / license(s) / authorizations etc. from Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Control Authority and Sindh Food Authority.

8.4 The contractor shall transport / transfer refuse and recyclable material / waste to the immediate collection point(s) / area(s) located identified by the Sukkur IBA University.

8.5 The contractor shall have / provide medical examination clearance certificate of the working staff issued by Health Deptt., Govt. of Sindh.

8.6 The contractor must provide, and its employee must in possession of CNIC to discourage 'Child Labor.'

Article IX
Inspection

9.1 Sukkur IBA University reserves the right to make periodic inspections of any contracted food service facility to ensure contractor's performance based on terms & conditions and consonance with Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Protection Control Authority and Sindh Food Authority.

Article X
Severability

10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Confidentiality

The Second party shall not, during the term of this Contract Agreement and beyond, disclose any properties or Confidential Information relating to the services pertaining to this Contract Agreement or the _____ business or operations without the prior written consent of the First Party. The term “Confidential Information” does not include, and there shall be no obligation hereunder with respect to:

- a. Information that becomes generally available to the public other than as a result of a disclosure by the receiving party.
- b. Information known to the receiving party prior to disclosure hereunder and without breach of the disclosing party’s rights; and
- c. Information independently developed by the receiving party without use of the disclosing party’s information and general business methods applicable to its business.

Force Majeure

Neither Party hereto shall be deemed to be in breach of this Contract Agreement for any failure or delay in the performance of this Contract Agreement if it is due to any event beyond its reasonable control including (but not limited to) acts of God, war, fire, flood, and national emergencies (**‘Force Majeure Event’**) and the party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

However, if either Party is unable to perform its obligations under this Contract Agreement after the extension period has been granted, this Contract Agreement shall stand terminated and the non-performing party shall not be held liable for non-performance or delay caused by any Force Majeure Event.

Arbitration

Any and every dispute, difference or question which may arise between the Parties to this Contract Agreement shall be first settled by the Parties by way of mutual negotiations. If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made there under for the time being in force, for the equitable decision of the two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Sukkur and the arbitration proceedings shall be conducted in English language.

Termination

Either party may terminate this agreement if either party defaults in the due punctual performance of the terms and conditions of this agreement. They may terminate the agreement after serving three month’s advance notice. If there is a dispute by either party in interpretation of “default”, it shall be referred to (Senior Management of Sukkur IBA University Administration) & the (Senior Management of the Second Party).

Governing Law and Jurisdiction

This Contract Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan and the competent courts at Sukkur shall have exclusive jurisdiction to decide matters that may arise out of or in connection with this Contract Agreement.

In witness whereof both the parties hereto have set their respective hand to this agreement at Sukkur on the date as mentioned above.

**For and on behalf of Institute For and on behalf of
of Sukkur IBA University, _____**

Signature: _____ Seal: _____

WITNESS 1:

WITNESS 2:

Name: _____ Name: _____

Designation: _____ Designation: _____

Address: _____ Address: _____

CNIC # _____ CNIC # _____

Signature: _____ Signature: _____

**For and on behalf of Institute For and on behalf of
of the Contractor , _____**

Signature: _____ Seal: _____

WITNESS 3:

WITNESS 4:

Name: _____ Name: _____

Designation: _____ Designation: _____

Address: _____ Address: _____

CNIC # _____ CNIC # _____

Signature: _____ Signature: _____

Financial Proposal

Please keep in mind the following points while preparing a financial proposal.

1. The number of expected customers will be 1500 approximately but actual numbers may vary depending on the rates and service quality of the successful bidder and onevent days.
2. Timing will be from 7:00 am to 10:00 pm
3. Rent will be charged in advance (one-year advance rent payment) with 10% increase per annum.
4. Successful bidder will submit a Security Deposit (Refundable) of Rs 0.3 million (three hundred thousand rupees) in the shape of pay order or bank guarantee in favor of Sukkur IBA University.
5. Utility bills (Electricity, Gas etc.) will be charged , electricity at 50% of the meter reading and gas at 75% of the meter reading or load calculation by engineering department Sukkur IBA University in case of no meter or malfunctioning of the meter and rate per unit will be the same that Sukkur IBA pays to the utilities companies.
6. Sukkur IBA University will provide (one time only) the furniture (tables and chairs) for customers and cooking equipment (one time only) for canteen. The purchase of crockery and repair and maintenance of all items (furniture, cooking equipment, crockery. electronics and electrical equipment, items, and appliances etc.) will be the responsibility of the successful bidder.
7. Successful bidder will sign the legal agreement on stamp paper having detailed terms and conditions. Agreement will be initially for three years (extendable for another three years).
8. Successful bidder will ensure the fresh vegetables and meat to be procured as per need on a daily basis.
9. Successful bidder will use branded cooking oil i.e. Dalda , Habib, Soya Supreme and Golden Sun or equivalent
10. Successful bidder will ensure flour for meal/bread would be kneaded afresh at the time of preparing food and avoid cooking of left-over kneaded flour.
11. Successful bidder will ensure that pre-prepared food would not be used/served especially the food for lunch may not be served in dinner or for next day due to its non-consumption.
12. Successful bidder will ensure the proper cleanliness and hygiene inside the premises all thetime at his cost.

Please note that at Sukkur IBA University around 70% students are on scholarship as they belong to humble backgrounds so the contractor is to sell at the rates approved by Sukkur IBA University.

The current approved rates are as follows; the successful bidder will be bound to sell following items at these rates for first six months of the contract.

Menu Items- Canteen

S.No.	Items	Rate
Category-Snacks		
1	Aalu Samosa	30
2	Anda Shami Burger	150
3	Channa Chat	100
4	Cheese Ball	50
5	Chicken Butter Puff	65
6	Chicken Paratha	150
7	Chicken Samosa	45
8	Drum stick	75
9	French fries	65
10	Fruit Chat	150
11	Lashay Daar Paratha	50
12	Mint roll	125
13	Omlette	50
14	Pakoray per kg	400
15	Paratha Roll with Chicken	150
16	Paratha Roll with aalo filling	100
17	Spaghetti	125
18	Spring Roll	50
19	Vegetable Chikki Mikki	50
20	Vegetable Cone	50
21	Wonton	40
Category-Lunch		
1	Aalu Salan	90
2	Chicken Acchar Ghosht	150
3	Chicken Biryani	225

4	Chicken Karhai Ghosht	250
5	Chicken Quorma	150
6	Cholay Chawal	150
7	Daal Chawal	150
8	Daal Mash	100
9	Haleem Chawal	180
10	Roti	15
11	Vegetable Biryani	150
Category-Beverages		
1	Banana Shake	100
2	Lassi Salt	125
3	Lassi Sweet	125
4	Mango Shake	150
5	Tea 1 Cup	50



SUKKUR IBA UNIVERSITY

www.iba-suk.edu.pk

NOTICE INVITING TENDER
Tender # PROC/356

Sukkur IBA University invites technical and financial proposals from well reputed firms/individuals registered with Income Tax & Sales Tax Department having relevant experience in running following food points and photocopy shop facilities at main campus at Sukkur on contract basis.

S.No.	DESCRIPTION	TENDER FEE
01	Central Cafeteria	10,000
02	Canteen	5,000
03	Tuck Shops	5,000
04	Kiosks	5,000
05	Photo State Copy Shop	5,000

Tender documents can be collected from the office of Additional Director Procurement against written request and submission of tender fee Bank's pay order/demand draft in favor of "Sukkur IBA University" from **July 22, 2023** to **August 10, 2023** during working hours on working days.

Bid Security as mentioned in the bidding documents must be attached with the financial proposal. Any bid without bid security will not be considered.

The last date for the submission of the proposals is **Aug 11, 2023 up to 3:00 pm** in the office of additional director procurement. The technical proposals will be opened on the same day at 3:30 pm

Tender documents can also be downloaded from SIBAU website www.iba-suk.edu.pk and submitted with tender fee.

In case of Government declare/announce public holiday on the date of opening of tenders, the tenders will be submitted/opened on the next working day at the same time.

The site can be visited during hours 10:00 am to 4:00 pm on any working day.

Sukkur IBA University reserves the right to accept or reject any or all proposals.

Please send your queries: hari@iba-suk.edu.pk

ADDITIONAL DIRECTOR PROCUREMENT
SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur Tel: 071-5644142 Fax 071-5804419