



CANTEEN, PHOTOCOPY & STATIONARY SERVICES FOR NEW DUET-SITE, FB  
AREA GULBERG KARACHI

(FACULTY OF I&CS)

<b>Issued to (Name of Company / Contractor)</b>	
<b>Address</b>	
<b>Contact No.</b>	
<b>Received by</b>	
<b>Issued on</b>	

## LIST OF CONTENTS

Description	Page
TITLE PAGE	01
LIST OF CONTENTS	02
NOTICE INVITING TENDER	03
TERMS AND CONDITIONS, BID DATA SHEET	5-9
BIDDING DATA	10-12
ELIGIBILITY CRITERIA	11
CERTIFICATE BY THE BIDDER	13
Details Of Work for Establishing of New Canteen, Photocopy & Stationary Shop (To Be Performed By The Contractor with Own Cost that Cost shall be Recovered and Adjusted on Account of Monthly Rent)	14
ARTICLES OF AGREEMENT	17-18
CONTRACT PERFORMANCE BOND	19-20
THE CHECK' LIST OF CMC	22-24
DRAFT AFFIDAVIT	24

No. DUET/NIT/I&CS/2024

**INVITATION FOR BIDS  
(CANTEEN/CAFETERIA SERVICES)**

DUET intended to invite bids from highly experienced & well reputed canteen/cafeteria Service Providers/Caterers contractors registered with FBR for Income Tax & Sales Tax Department in the relevant category to run the canteen on rental basis by providing hygienic and quality of food at Canteen / Cafeteria with Container at Faculty of I&CS, for Faculty of I&CS, new DUET-Site @ FB Area, Gulberg- Karachi for the Students, Staff & Officials.

Sr. No.	Title	Non-Refundable Tender fee	Bid Security (Rent quoted for one year)	Minimum Monthly Rent	Completion Period
1.	Procurement of Canteen/Cafeteria Services	3,000/-	5%	150,000	15 Days

**Eligibility: Registration with FBR/Income Tax, GST & SRB** (as per SPPRA Rule 46 1a (iii)) is mandatory

(detailed qualification criteria provided in the bidding document)

**Method of Procurement:** Single Stage – Single Envelope (One Envelope Contain Technical & Financial).

Bidding Documents for the event can be obtained from the office of the Procurement section during office hours against the pay order / bank draft of Rs. 3000/- (Non-Refundable) in favour of Dawood University of Engineering & Technology (DUET), Karachi will also be available on SPPRA & DUET own website: [www.duet.edu.pk](http://www.duet.edu.pk).

**Date of Issuance of Bidding Document:** 01-06-2024 to 17.06.2024 (up to 01:00 pm)

**Last Date & Time for submission of Bid:** 17-06-2024 (02:00 pm)

**Date & Time for Opening of Bid:** 17-06-2024 (03:00 pm)

In case of any Govt. Holiday or unforeseen situation or incident, the bids shall be issued, submitted & opened on the next working day as per schedule. Place of issuance & inquiries will be at Procurement Section and submission will be at Director, Works & Services Department DUET, Karachi. Tenders will be opened at Seminar Hall, Dawood University of Engineering & Technology, Karachi.

**Under the following conditions Bid will be rejected:**

- Conditional and telegraphic bids/tenders
- Bids not accompanied by bid security & non-refundable tender fee.
- Bids received after a specified date and time.
- Bid received without Signature & Stamp
- Currently Blacklisted Firms (If firm is not blacklisted currently attach affidavit on legal stamp paper).
- Bid submitted without required documents as per qualification criteria.

All other terms & conditions are mentioned in the bidding documents. A firm quoted highest rent and qualified in the evaluation/qualification shall be awarded the Contract for One Year (Extendable 04 Years). The procuring agency reserves the right to reject all or any bids subject to the relevant provision of Sindh Public Procurements Rules 2010 (Amended till to date).

**Procurement Officer  
DUET, Karachi**

## Terms and Conditions

1. Contractor shall submit the proposal for establishment of new canteen to be run in the Container along with Photocopier & Stationary Shop” at its Main campus of DUET including Drawings and BOQs according to existing layout plan / approved design to be approved by DUET Authority.
  2. The Contractor shall incur the cost **FOR PROVIDING / ESTABLISHING THE CANTEEN SERVICES IN CONTAINER AND A PHOTOCOPY & STATIONARY SERVICES ALONG WITH ALL REQUIRED ITEMS OR ANY OTHER REQUIRED WORK** as per submitted drawings BOQs in the proposal.
  3. Contractor shall be responsible to provide the container (with all facilities to run canteen at his own cost), the cost will be adjusted in monthly rent offered.
  4. The contractor shall adjust the Cost in the monthly rent to be paid to DUET “during the Contract Period, as specified at page 16 of bidding documents however, The University will provide only water & Electric Connection. However, the Regular Monthly Billing against Water & Electricity shall be paid by contractor as per actual. The Contractor shall be responsible to manage any other service or facility to run the canteen, Photocopy & Stationary smoothly at his own cost. The total contract period will be 03 Years, subject to fulfillment of other conditions, as laid down in the bidding documents.
  5. The bidders are advised to visit and examine the premises / site for works and its surrounding and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering a contract against this canteen tender. Site visit will be organized by the Director Works & Service. The prospective contractors will coordinate, in advance of the date of site visit, with employer for time & place of gathering and other arrangements before proceeding to the site. All Costs in respect of site visit shall be at the contractor own expenses. Contractor shall before submitting his/her bid, satisfy him / herself in all respect.
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3. the bidder shall make his/her own investigations, enquiries and assessments, on all matters of all conditions of existing constructions at the site and its vicinity to his/her satisfaction before submitting his/her Bid.
  4. The Contractor shall ensure against liability and shall continue such insurance during the whole time any persons are employed by him on the Works. The contractor shall, without limiting his or the Employers / obligations and responsibilities and the employer against liabilities for death or injury to any person or loss of or damaged any property (other than the works) arising out of the performance of the contract. The

Contractor shall produce third party insurance policy including employer to the DUET, when required, such policy of insurance and the receipt for payment of the Current premium. The rating of the insurance company should be at least A by PACRA/JCR-VIS.

5. Work “Upgrading, Renovation/ Rehabilitation, Furniture, Elegant Decoration” of the cafeteria shall be monitored by the Works & Services Department of this University to ensure the completion of said work in One Month as per Drawings and BOQs to be submitted BY THE BIDDER WITH THE PROPOSAL to be Approved by Director Planning & Development.

6. Contractor shall arrange completion of any civil work with the company/firm who must have PEC registration in the relevant category, and his/her PEC license should be valid for the Current calendar year subject to approval of Competent Authority DUET.

7. **The completion period of said work shall one month of the contract and during this period no monthly rent shall be charged to the Contractor. The University will provide only water & Electric Connection. However, the Regular Monthly Billing against Water & Electricity shall be paid by contractor as per actual. The Contractor shall be responsible to manage any other service or facility to run the canteen, Photocopy & Stationary smoothly at his own cost & shall not claim any amount from DUET on account of Construction/Renovation or any other work/services, Furniture & Fixture and Decoration.**

8. After upgrading / renovation work, Contractor shall run the Canteen including a stationary shop with all necessary facilities including Deep Freezer Refrigerator, Cooking Range, Micro-wave Oven, Chips fryer machine with chips cutter, glass showcase for display items, crockery and cutlery including any other facility not mentioned above.

9. Canteen will be kept open from 08:00 AM to 8:00 PM whole week except Saturday & Sunday as per University policy. However, the canteen may be opened for facilitating food services on any special event/activity on weekends and public holidays with prior approval of the Competent Authority.

10. Bids shall remain valid for the 90 Days after the Date of Bid Opening. In exceptional circumstances, prior to expiry of the original bid validity period, the DUET may request that the bidders extend the period of validity which shall in no case be more than the original bid validity period, The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to

the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension.

11. Each bidder shall furnish, as part of bid, Bid Security which should be equivalent to 5% of the first year total rent offered by the bidder in the form of Pay order / Bank Draft / Banker's cheque in Pak Rupees or an equivalent amount in a freely convertible currency. The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call / Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank (A Rated) in Pakistan in favour of the "Dawood University of Engineering & Technology (DUET), Karachi valid for a period 28 days beyond the Bid Validity date. Any bid not accompanied by an acceptable Bid Security shall be rejected by the as non-responsive. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

12. The Bid Security may be forfeited: (a) if the bidder withdraws his bid (b) if the bidder does not accept the correction of his Bid Price or (c) In the case of successful bidder, if he fails within the specified time limit to finish the required Performance Security; or (ii) sign the Contract Agreement.

13. Alternate proposals by Bidders are not invited; Bidders will only have to complete the said work for the design / drawings/renovation (Civil Work & Electrification), Elegant Decoration as specified in this Documents above.

14. Any bid received after the deadline for submission of bids will be returned unopened to such bidder. (b) Delays in the mail, delays of person in transit, or delivery of bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail,

15. The Procuring Agency will award the Contract to the bidder who has offered the highest monthly rent and also qualified in the technical evaluation/qualification and agreed to perform the required work (upgrading / renovation and other required facility i.e. providing Container) at his own cost subject to adjust in monthly rent for Cafeteria including photocopy & stationary shop" at new DUET-Site @ FB Area Gulberg, Karachi..

16. The Procuring Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of "Contract", without thereby incurring any liability to the affected bidders or any obligation.

17. No Negotiation with the bidder having evaluated as highest responsive or any other bidder shall be permitted, however DUET Procurement Committee may have clarification meetings to get clarify any item in the bid evaluation report.

18. The Performance Security / Security Deposit shall be 10% of the contract price such Security shall be in the form of unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Procuring Agency unconditional, irrevocable Bank Guarantee from a Bank located outside Pakistan duly counter guaranteed by a Scheduled Bank of Pakistan, in favour of Employer, valid for a period (upto the completion of the Contract). Failure of the successful bidder to comply with the requirements shall constitute sufficient for the annulment of the award and forfeiture of the Bid Security. Besides, cost incurred in the work of upgrading and renovation by the Contractor shall also not be refunded, in case of failure of successful bidder.

19. Within 05 days from the date of furnishing of acceptable performance Security under the conditions of the Contract, the DEUT Will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties. The formal Agreement between the DUET and the successful bidder shall be executed within 10 days of the receipt of the duly completed contract agreement by the successful.

20. The contractor will maintain quality of food and services up-to the satisfaction of the DUET Canteen Management Committee of the University however a penalty upto minimum Rs. 3,000 and maximum Rs 5,000 per complaint can be imposed subject to the verification by the Canteen Management committee. The CMC will perform periodically visit to monitor the same, these visits can be surprised and/or informed. The possible check list of CMC is mentioned at Page 21.

21. Contractor will be responsible for cleaning, dusting and washing of entire cafeteria /canteen and the surrounding areas of canteen keep neat and clean. All staff of the Contractor shall be trained and in neat and clean uniform with badge name and must be good ethics. The University's Canteen Management Committee shall visit periodically to check inspect the hygiene of kitchen quality, quality of food ingredients, edible oil,

environment of sitting area including Air Conditioning facilities etc. and Contractor shall be bound shall follow the : recommendations and guidance provided by the said Committee. The Contractor will not be allowed to sublet the work to any other entity or person/company.

22. DUET shall not be responsible in and way for the safety of the articles belonging to the Contractor. In case of proven students/ employees act, damages shall be the responsibility of Contractor. That any shortage or loss found at any later stage checking shall be made good by the Contractor or in case of revocation of this act before its expiry all fittings shall be handed back by the Contractor to the DUET in good condition. Consideration being given only to genuine wear and tear.

23. Except where otherwise provided in this contract all queries and disputes relating to the interpretation of the contract or any other questions, matter or things arising out of the terms of the contract or after the expiry or termination of the contracts due to some other reason, shall be referred to the Vice Chancellor DUET, Karachi for arbitration provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his award which shall be final, conclusive and shall be binding on the parties hereto.

24. The Contractor shall be exempted from payment of rent during the period of long vacation (more than 15 Days) and Holy month of Ramadan when the canteen will remain closed for business. However the same period shall be counted towards the contract period. The Contractor shall not use the canteen space and infrastructure for marketing of any product without getting approval from Competent Authority of DUET.

25. The Contractor shall report immediately to Registrar of the University about any political and religious activities i.e. Poster, Panaflex etc. in the canteen The Contract is liable to get the University pass made for him for him/her anti canteen staff renewable after the period specified by the Registrar. The Contractor will abide all the clauses of the terms and conditions, agreement and the instructions, which will be issued from time to time by the DUET in case of the failure / violation the minor penalty may be imposed accordingly.

26. Procuring Agency shall not be liable for or in respect of any damages or compensation payable according to the provision of the Workmen's Compensation Act



1923 and any other laws in force in respect or in consequence of any accident, injury or death arising in connection with this contract to any workman or other person in the employment of the Contractor or any sub -contractor and the Contractor shall indemnify the DUET against all such damages, compensation, claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto or in relation to.

27. The Contractor shall not be liable for forfeiture of its performance security liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the Contract is the result of an event of force majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Contractor's fault or negligence and not forcible. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

28. Contractor shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Services to the Procuring agency.

29. In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended upto date) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

30. The Government of Sindh requires that Procuring Agency (including beneficiaries of donor agencies' loans), as well as bidders/suppliers / contractors under Government – financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules shall be applicable.

31.

Under following conditions Bid shall be rejected:

- i. Conditional and telegraphic bids
- ii. Bids not submitted according to requirements mentioned in Bid Documents. Bids not accompanied by bid security & non-refundable tender fee.
- iii. Bids received after specified date and time
- iv. Affidavit on Stamp paper of Rs. 100/- that firm has not been black listed in any Government Organization is not provided.
- v. Non-Compliant Bids under the eligibility criteria mentioned in bidding document.
- vi. Bid not signed & stamped by Bidder or Authorized person with Authorization Letter.

2. Procuring Agency reserves the right to reject/cancel all or any bids if found any discrepancy.

## **BIDDING DATA**

**a. Name and address of the procuring Agency:**

Dawood University of Engineering & Technology (DUET), Karachi  
Situating at New M.A Jinnah Road Karachi.  
Phone: 021-99232381

**b. Time limit for Clarification**

The DUET will respond to any request for clarification which he receives earlier than 07 (Seven) Days prior to the deadline for submission of bids.

**c. Language of Bid**

The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the English language.

**d. Currency of Bid and payment**

The monthly rent shall be quoted by the Bidder entirely in Pak Rupees. The DUET shall receive monthly rent only in Pak Rupees and no foreign currency payments are admissible. A Bidder Experience to incur expenditure in other currencies for inputs to the works supplied from outside the country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.

**e. Bid Validity**

Bids shall remain valid for the 90 Days after the Date of Bid opening.

**f. Bid security**

Bid security of which should be equivalent to 5% of the first year total rent offered by the bidder in the shape of pay order in favour of DUET Karachi, as defined in the terms and conditions of the bidding documents.

**g. Deadline for Submission of Bid**

As notified in the NIT

**h. Venue, Time and Date of Bid Opening:**

As notified in the NIT

**Eligibility / Evaluation Criteria (Yes / No basis)**

- I. Registration with FBR/Income Tax GST & SRB as per SPP rule
- II. Active Tax payer
- III. At-least 05 years of experience in the relevant field by providing canteen services at Govt. / Semi Govt/ Public Sector Universities with documentary evidences (to be verified). Bidders should provide the copy of contracts signed by him or Supply Orders/Work Orders.
- IV. Valid Professional Tax Certificate
- V. Financial statements (Summary) and Income Tax Returns for the last three Years
- VI. Total Annual Turnover for last 05 years should not be less than Rs. 3.00 Million
- VII. Affidavit confirming that Currently Firm is not a blacklisted firm
- VIII. Bidders Registration Certificate from Concerned Food Authority Govt. of Sindh
- IX. Bidder shall agree to provide nominal rates with quality of foods (Items list provided).
- X. Satisfactory Performance Certificate of Existing Canteen Running (IF ANY)
- XI. Each and Every Page of bidding document is signed and Stamped.
- XII. Complete Address with Contact Details of Bidder
- XIII. List of Staff
- XIV. Clientele Details

**j. Selection Criteria**

Responsive Bidder who qualifies in Technical Evaluation/Eligibility Criteria as mentioned above on page 11 and agreed all the terms and conditions of the bidding documents and also offered Highest monthly rent amount, as specified in the said documents with submission of proposal for establishing of new canteen, Photocopy & Stationary Service.

**k. Performance Guarantee:**

The Performance Security / Security Deposit shall be 10% of the contract price as specified in the terms & conditions of the bidding documents.

**I. Others:**

- i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bid shall be submitted / opened on next working days at the given time.
- ii. Tender documents can also be obtained by post against Pay order of Rs. 3000/- as courier charges in addition of tender fee.
- iii. Procuring Agency may reject all or any bid and may cancel the bidding process to subject to relevant provision of SPP rules 2010 (amended upto date)
- iv. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) /papers of bidding documents are missing that can be obtained from the office of the Procurement Section.
- v. Bid with incomplete bidding document will not be acceptable and rejected.
- vi. The quantity and quality of food shall be periodically examined by committee notified by the University. The same Committee shall review and fix the rate at which food items and other articles shall be sold.
- vii. Contractors shall be responsible to provide constructions/ shop drawings and layout of the kitchen. The fixtures and accessories of kitchen shall have to comply with standards of commercial kitchens as prescribed by consumers Regulatory Authorities.
- viii. In matters related to management and development of the main cafeteria directives of the University shall final and bidding for all parties concerned.
- ix. Each paper of the bidding documents should be signed and stamped by the bidder.
- x. Bidder agreed to incur cost for establishment of new canteen, Photocopy & Stationary Shop for New DUET-Site, at FB Area Gulberg, Karachi shall submit proposal including drawing, layout plans, furniture & Fixture and others as per requirement on given covered area of as per terms and conditions and drawings.

**CERTIFICATE TO BE FILLED BY THE BIDDER**

1. We guarantee to provide the requisite services exactly in accordance with the requirement / specification in the invitation to this tender.
  
2. We accept the terms and conditions of the contract as well as general provision applicable to government contracts.

Monthly Rent Offered in Rs. \_\_\_\_\_

Monthly Rent Offered in Words: \_\_\_\_\_

Offered Cost for Establishment of Canteen, Photocopy & Stationary  
(Provide Details of Works) Rs. \_\_\_\_\_

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

**Name of Official** \_\_\_\_\_

**C.N.I.C No.** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Complete Company Address:** \_\_\_\_\_

**Contact No.** \_\_\_\_\_

**e-mail ID:** \_\_\_\_\_

**Details Of Work for Establishing of New Canteen, Photocopy & Stationary Shop (To Be Performed By The Contractor with Own Cost that Cost shall be Recovered and Adjusted on Account of Monthly Rent)**

Sr. No.	PWD Schedule Code (where applicable)	Description of Item	Unit	Qty.	Rate	Amount

Monthly Rent Offered in Rs. \_\_\_\_\_

Monthly Rent Offered in Words \_\_\_\_\_

Contractor Signature with Stamp

### **CHART OF COST ADJUSTMENT**

Sr. No.	Period	Annual Rent Adjusted and Paid by Contractor			Remarks
		Adjustment against cost incurred (40% of Annual/Monthly Rent)	To be Paid to DUET (60% of Annual/Monthly Rent)	Total	
1	Year 1				Rent shall be increased annually @ 10% per annum on amount last year paid. Contractor shall pay rent to DUET on monthly basis through Payorder in favor of "DUET, Karachi" on or before day 5th of each month in advance according to English Calendar.
2	Year 2				
3	Year 3				

**Other Information:**

- a.** Component of adjustment of annual rent on account of cost incurred by Contractor should not be more than 60% of the total annual rent. Responsive Bidder who agreed the terms and conditions of the Bidding Documents and also offered highest monthly rent amount, as specified in the said documents.
- b.** Monthly bill for collection of rent amount from Contractor and will deposit with the Finance Department whereas Services Department will recover the utilities bills.
- c.** Finance Department will maintain the Monthly Rent and Utilities Recovery Accounts and will intimate outstanding amount & recovery of the same.
- d.** All provincial and federal government taxes and duties etc shall be borne by the Contractor in addition to the monthly rent amount.

## **CONTRACT AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between Dawood University of Engineering and Technology, Karachi, including has successors in the office and Assignees / Agents, acting through the Registrar, herein after called the “University” of the one part.

And of (Name of Contractor/Authorized Person) , Located at , Hereinafter called the “Contractor” which expression shall include their successors, local representatives of the second part.

Whereas the DUET intend to rent out the Main Cafeteria at Main Campus and whereas the contractor has agreed to perform / provide said/required services for the period of One 01 year extendable further Four Years with annual increase 10% after successful performance of contractor and after the approval of Honorable Vice Chancellor of the University on Public Private Partnership (PPP) terms in which Contractor shall be responsible for all renovation work at his own cost subject to adjustment the amount/cost incurred on renovation work to establish the canteen, Photocopy & Stationary in monthly rent to be paid by contractor and subject to the terms and conditions set forth in the bidding documents of the University’s Tender No. , hereinafter, which have been accepted by the Contractor.

Now this Agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively to them in the condition of contract here in after referred to.

2. The following documents which, for the purpose of identification, have been signed by on behalf of the Contractor, (Name and Signature of authorized person)

any by, all of which shall be deemed to form and be read and constructed as a part of this Agreement viz;

a) Articles of Agreement

b) Instructions of Tenderers / Terms and Conditions

c) Conditions of Contract;

d) Contractor’s offer including relevant correspondence prior to signing of this Agreement with all duly filled in;

e) The specification of items; and

f) Bill of Quantity with prices.

g) Award of Contract



- The contractor shall pay the monthly rent Rs. \_\_\_\_\_ per month to be paid in advance before 05<sup>th</sup> of every month.
- DUET authority / management reserve the right to terminate the contract at any time (prior 01 month's Notice). However, the contractor will give 02 month notice in writing if he desires to vacate the canteen before the expiry of the contract.
- Contractor shall be responsible for UPGRADING, RENOVATION OR ANY OTHER REQUIRED WORK OF "CAFETERIA INCLUDING STATIONARY & PHOTOCOPY SHOP" at New DUET-Site, FB Area, Gulberg, Karachi including Drawings and BOQs to be approved by Director Planning & Development.
- The Contractor shall ensure against liability and shall continue such insurance during the whole time any persons are employed by him on the Works. The contractor shall, without limiting his or the Employers / obligations and responsibilities and the employer against liabilities for death or injury to any person or lost of or damaged any property (other than the works) arising out of the performance of the contract. The Contractor shall produce third party insurance policy including employer to the DUET, when required, such policy of insurance and the receipt for payment of the Current premium. The rating of the insurance company should be at least A by PACRA/JCR-VIS.
- Work "Upgrading, Renovation/ Rehabilitation, Furniture, Elegant Decoration" of the Cafeteria, Photocopy & Stationary Shop shall be monitored by the Works & Services Department / Project Director of this University to ensure the completion of said work in one month as per Drawings and BOQs or as directed by Director (Works & Services).
- In this respect, all the Directorate of Works and Services Contractor shall arrange completion of said work with the company/firm who must have PEC registration in the relevant category, and his/her PEC license should be valid for the Current calendar year.
- The completion period of said work shall be one months of the contract and during this period no monthly rent shall be charged. The University will provide only water & Electric Connection. However, the Regular Monthly Billing against Water & Electricity shall be paid by contractor as per actual. The Contractor shall be responsible to

manage any other service or facility to run the canteen, Photocopy & Stationary smoothly at his own cost. to the Contractor shall pay all utilities as per actual. In case of breach/ termination of contract, contractor shall not claim any amount from DUET on account of Construction/Renovation/Supply/Works/Services of any other required items, Furniture & Fixture and Decoration.

- After upgrading and renovation work, Contractor shall run the Canteen including a Photocopy & Stationary shop with all necessary facilities and shall provide rate list for approval. After approval of rates regarding Food to be served in Canteen (with weekly menu chart)/printing/photocopy/binding/designing and other required stuff related to printings the contractor shall mention the rates (only after approval).
- In case use of Gas Cylinder Contractor shall be responsible to follow standard protocol and shall use Sui Gas Company Certified Cylinders. Gas Cylinder shall be kept away from crowded areas and will be placed in a suitable place by following necessary protocols.
- Contractor shall provide Deep Freezer, Refrigerator, Cooking Range, Micro-wave Oven, Chips fryer machine with chips cutter, glass showcase for display items, neat & clean unbroken crockery and cutlery, Trays and shall install a weight machine, a digital rate list including any other facility not mentioned above or to be added as or whenever required or needed.
- The canteen will be kept open from 08:00 AM to 8:00 PM (as per University Policy) whole week except Saturday & Sunday (as per University policy). However, the canteen may be opened for facilitating food services on any special event/activity on weekends and public holidays with prior approval of the Competent Authority.
- The contractor will maintain quality of food and services up-to the satisfaction of the DUET Canteen Management Committee of the University however a penalty upto minimum Rs. 10,000 to 15,000 per complaint can be imposed subject to the verification by the Canteen Management committee (CMC). The CMC will perform periodically visit to monitor the same, these visits can be surprised and/or informed. The possible check list of CMC is attached separately.

- Contractor will be responsible for cleaning, dusting and washing of entire cafeteria /canteen and the surrounding areas of canteen keep neat and clean. All staff of the Contractor shall be trained and in neat and clean uniform with badge name and must be good ethics. The University's Canteen Management Committee shall visit periodically to check inspect the hygiene of kitchen quality, quality of food ingredients, edible oil, environment of sitting area including Air Conditioning facilities etc. and Contractor shall be bound shall follow the : recommendations and guidance provided by the said Committee. The Contractor will not be allowed to sublet the work to any other entity or person/company. DUET is an education institution and due to strict security contractor shall provide the list of staff along with their attested copies of CNIC to the office of the Procurement Office / Registrar / Director (W&S) to maintain security.
- DUET shall not be responsible in and way for the safety of the articles belonging to the Contractor. In case of proven students/ employees act, damages shall be the responsibility of Contractor. That any shortage or loss found at any later stage checking shall be made good by the Contractor or in case of revocation of this act before its expiry all fittings shall be handed back by the Contractor to the DUET in good condition. Consideration being given only to genuine wear and tear.
- All queries and disputes relating to the interpretation of' the contract or any other questions, matter or things arising out of the terms of the contract or after the expiry or termination of the contracts due to some other reason, shall be referred to the Vice Chancellor DUET, Karachi for arbitration provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his award which shall be final, conclusive and shall be binding on the parties hereto.
- The Contractor shall be exempted from payment of rent during the period of' long vacation (more than 15 Days) and Holy month of Ramadan when the canteen will remain closed for business. However the same period shall be counted towards the contract period. The Contractor shall not use the canteen space and infrastructure for marketing of any product without getting approval from DUET Competent Authority/Vice Chancellor.
- The Contractor shall report immediately to Registrar of the University about any political and religious activities i.e. Poster, Panaflex etc. in

the canteen The Contract is liable to get the University pass made for him for him/her anti canteen staff renewable after the period specified by the Registrar. The Contractor will abide all the clauses of the terms and conditions, agreement and the instructions, which will be issued from time to time by the DUET in case of the failure / violation the minor penalty may be imposed accordingly.

- Procuring Agency shall not be liable for or in respect of any damages or compensation payable according to the provision of the Workmen's Compensation Act 1923 and any other laws in force in respect or in consequence of any accident, injury or death arising in connection with this contract to any workman or other person in the employment of the Contractor or any sub -contractor and the Contractor shall indemnify the DUET against all such damages, compensation, claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto or in relation to.
- The Contractor shall not be liable for forfeiture of its performance security liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the Contract is the result of an event of force majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Contractor's fault or negligence and not forcible. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- Contractor shall be entirely responsible for Govt. taxes (where applicable), duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Services to the Procuring agency.
- Contract shall be responsible for periodical maintenance i.e. wear & tear upon canteen & photocopy shops.
- In witness thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

Contractor

Witness 1:

Name:

Signature

Procuring Agency

Witness 1:

Name:

Signature:

**CONTRACT PERFORMANCE BOND( If**  
**Applicable)**  
**(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

Letter by the Guarantor (Bank) to the Employer (University)

Name of Guarantor (Bank) with address:

\_\_\_\_\_

Name of Principal (Tenderer) with address:

\_\_\_\_\_

Penal sum of Security (Bond), (in figures and words):

\_\_\_\_\_

Letter of Acceptance No.      Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the Tender Documents anal above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice Chancellor, DAWOOD University of Engineering and Technology, Karachi, acting through the Registrar DUET (here in after called the Employer (University) in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer {University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severely, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the (Contractor) has accepted the Employer's (University's) the contract regarding DUET main Canteen on Rental Basis for Faculty of I&CS, New DUET-Site, @ FB area, Gulberg Karachi.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertaking, covenants, terms and conditions of the said Documents during the original terns of the said Documents and any extensions thereof that may be granted by the Employer (University),

with or without notice to the Guarantor, which notice is hereby waived and shall also well and truly perform and fulfill and the undertaking, covenants, terms and conditions of the Contract and of any and all modification of the said Documents that may hereafter be made notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the expiry of the guaranty period

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any under this Guarantee.

We \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the employer (University) without delay upon the Employer's (University) to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's (University's) written declaration that the Principal (Contractor) has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to the Employer's (University's) designated Bank and Account Number.

PROVIDED ALSO THAT the Employer (University) shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling the said obligations, and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer (University) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness

1. Signature \_\_\_\_\_

Name, Title and Address (Seal)

2. Signature \_\_\_\_\_

Name, Title and Address (Seal)

Signature \_\_\_\_\_

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_

**CANTEEN MANAGEMENT COMMITTEE (CMC)****(to be checked by CMC after execution of Contract)****CHECK LIST**

Sr. No.	STANDARD	YE5	NO	COMMENT	DATE CORRECTED
1	Hair nets are worn				
2	Fingernails are short and clean				
3	Gloves worn by food handlers during preparation of raw and cooked food				
4	Open sores, cuts, or bandages on hands are completely covered while handling food				
5	Adequate hand washing and drying facilities are available				
6	Catering staff demonstrate understanding regarding when to wash hands				
7	No smoking in kitchen or canteen				
8	Is Person Hygiene training regularly provided (records available )				
9	All small equipment and utensils, including cutting boards, are thoroughly cleaned between uses and sanitized where necessary				
10	Utensils are clean and dry				
11	Work Surfaces are cleaned and sanitized				
12	All sinks and drains working properly				
13	Drawers and racks are clean				
14	Utensil are stored in a safe manner				
15	Is food from an approved source licensed food establishment? Is food in sound condition properly labeled				
16	is cooked & raw food stored & prepared separately?				
17	Is food stored in clean containers and correctly labeled?				
18	Are all foods, food equipment, and utensils stored a minimum of 15cm above the floor?				
19	Are foods dated/stored in a manner that ensures "first in, first out"?				
20	Utensils are stored in a safe manner				
21	is food provided according to prescribed rate list?				
22	Is food provided according to prescribed quantity mentioned in the rate list?				
23	Is quality of food provided is upto standard?				
24	Routine Cleaning schedule are in place for utensil, equipment and premises				
25	Is (deep) cleaning carried out according to cleaning? Are logs filled in and signed?				
26	Sanitation Chemicals used correctly				

27	Cleaning equipment stored appropriately				
28	Drinking area cleaned and sanitized				
29	Garbage container are washed and sanitized				
30	Garbage container are washed and sanitized				
31	Garbage storage area is fully protected from all kind of insects				
32	Is solid waste management is according to university's defined procedure				
33	Are waste food and other waste material is removed from the kitchen (regularly)				
34	Is waste cooking oil & fat disposed of correctly?				
35	Screens are on open windows and doors and in good repair				
36	A pest control program is in place				
37	Products are supplied by approved suppliers				
38	Immediately upon receipt, incoming food and supplies are inspected				
39	All food and supplies are promptly moved to proper storage areas				
40	Chillers / Freezer content is checked for defrosting or spoiling /damage before unloading				
41	All food are properly labeled with date of manufacturing and expiry				
42	Food is protected from contamination				
43	Separation of food and Chemicals				
44	Air-Conditioned Storage				
45	All food are stored off the floor				
46	Unit is clean				
47	Meat, Poultry/Chicken & Veg are placed in segregated manner inside the chiller				
48	Fridge and other stuff is properly cleaned				
49	food handlers medical certificate up-to-date				
50	Is food safety training regularly provided (records available)				

<b>Sr. No.</b>	<b>CORRECTIVE ACTION</b>	<b>RESPONSIBLE PERSON</b>	<b>DUE DATE</b>

Issued By (Name) \_\_\_\_\_

Received by (Print Name): \_\_\_\_\_

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

(Contractor Representative)

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



Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UNDERTAKING / AFFIDAVIT**  
**(on non-judicial Stamp Paper of Rs 100/-)**

I. \_\_\_\_\_ S/O \_\_\_\_\_

Muslim, adult Holding CNIC No. \_\_\_\_\_, Resident of \_\_\_\_\_

Do hereby declare on oath and solemnly as under:-

1. That I am the deponent of this affidavit and fully conversant with the facts mentioned herein.
2. That I am the Owner/Partner/Director of \_\_\_\_\_ situated at \_\_\_\_\_, Karachi.
3. That I hereby further declare on oath that my firm never remains black listed with any government authorities/office or in private sector.
4. That my firm is not involve in any dispute, litigation or Arbitration with any person, with any department of Federal/ Provincial or City Government, Agencies, or Organization, in any court of Law.

1. That the firm be registered as per prescribed rules and regulations.
2. That our firm in Technically & Financially strong & is capable to do tendered work.

That whatever stated above is true and correct of the best of my knowledge and belief.

Karachi.

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEPONENT

**List of Food Items**

<b>S.#</b>	<b>Items</b>	<b>Unit</b>	<b>Unit Rate (Rs.)</b>
<b>BREAKFAST ITEMS</b>			
1	Anda Amlet		
2	Half Fry		
3	Paratha		
4	Halwa Puri		
5	Tea		
6	Coffee		
<b>Total Amount</b>			
<b>LUNCH ITEMS</b>			
1	Anda Gravi		
2	Aloo Qeema Beef/Chicken/Mutton)		
3	Aloo Bhujia		
4	Beef Qorma		
5	Beef Biryani		
6	Chapati		
7	Chicken Biryani		
8	Chicken Karahi		
9	Chicken Nihari		
10	Chicken Qorma		
11	Chicken Achari		
12	Egg Tomato		
13	Chicken Liver		
14	Daal Mash		
15	Daal Mong Masoor		
16	Chicken / Beef Haleem		
17	Kofta Curry		
18	Naan		
19	Pakorha Curry		
20	Pea/Channa Pulao		
21	Plain Rice		
22	Vegatable Biryani		
23	Zeera Rice		
24	Chicken Chillies with Vegetables		
25	Vegatable & Egg Fried Rice		
<b>Total Amount</b>			
<b>SNACKS ITEMS</b>			
1	Tea Bags(Green Tea)		
2	Milk Tea (Dhodh patti)		

3	Office Tea (Normal Tea Bags)		
4	Shami Kabab		
5	Aloo Samosa		
6	Beef Burger		
7	Chicken Burger		
8	Mix Chaat		
9	Potato Fries		
10	French Fries		
11	Chicken Roll		
12	Potato Cutlet		
13	Chicken Sandwich		
14	Cold Drink - Regular		
15	Finger Chips		
16	Qeema Samosa		
17	Vegetable Sandwich		
18	Vegetable Roll		
19	Chicken Patties		
<b>Total Amount</b>			