

**UNIVERSITY OF ENGINEERING AND TECHNOLOGY MARDAN**  
**KHYBER PAKHTUNKHWA**



**TENDER DOCUMENTS**  
**FOR**  
**TENDERING OF CAFETERIA AND SHOPS AT UET MARDAN**

**Last Date/Time for Submission of Bid:** 4<sup>th</sup> May, 2023 at 11:00 AM

**Bid Opening Date/Time:** 4<sup>th</sup> May, 2023 at 11:30 AM

**Venue:** Conference Room, UET Mardan

**Email:** administrativeofficer@uetmardan.edu.pk

**Price:** 2500/-

Signature and Stamp of Bidder -----



**UNIVERSITY OF ENGINEERING AND TECHNOLOGY,  
MARDAN**

**TENDER NOTICE**

**(TENDER NO. 03/2023/UETM/AO)**

University of Engineering & Technology Mardan invites sealed bids from well-established/reputed firms/contractors on **Single Stage Two Envelope Procedure** for running the following on rent basis for a period of one year extendable and renewable subject to the satisfactory performance and compliance to the Terms and Conditions of the University.

S.#	Description	Procurement Method	Quantity	Pre-Bid Meeting	Issuance of Bidding Documents Up to	Bid Submission Date and Time	Bid Opening Date and Time
01	Cafeteria	Single Stage Two Envelope Procedure	Detail given in bidding documents	April 28, 2023 11:00 AM	May 4 <sup>th</sup> , 2023 10:30 AM	May 4 <sup>th</sup> , 2023 11:00 AM	May 4 <sup>th</sup> , 2023 11:30 AM
02	Three (03) Shops						

Tender/Bidding documents along with terms and conditions can be downloaded from websites, [www.uetmardan.edu.pk](http://www.uetmardan.edu.pk), [www.kppra.gov.pk](http://www.kppra.gov.pk) and can also be obtained from the office of the Administrative Officer, UET Mardan, from Monday to Friday at 08:00 AM to 04:00 PM. The Contractors/Vendor/Firms will be required to deposit an amount of Rs.2500/- (Non-Refundable) as Tender Fee in the Account titled: Miscellaneous Fund UETM, Account No. 3001354859, Branch Code: 0179, Bank of Khyber (Sugar Mill Road Branch Mardan). The bidders can visit Cafeteria and Shops on any working day during office timing (8:00 AM to 4:00 PM).

The Technical/Financial bids along with supporting documents should reach to the office of Administrative Officer, UET Mardan accompanying with 2% Call Deposit on the total bid of one year in favor of Treasurer, UET Mardan in sealed envelopes latest by **11:00 AM on 04.05.2023**. Bids will be opened on the same day **i.e. 04.05.2023 at 11:30 AM** in the Conference Hall in the presence of the bidders who would like to be present at the time of opening of tenders.

The bidders should be registered with FBR, Khyber Pakhtunkhwa Revenue Authority/KPRA Department. The bidders must also enclose the experience certificate/completion certificate of the department where they have worked without which proposal will not be entertained.

University of Engineering and Technology, Mardan reserve the right to accept/reject any one or all the tender based on valid reason.

**Administrative Officer**

University of Engineering & Technology, Mardan  
Charsadda Road Mardan, Telephone: 0937-9230456

[www.uetmardan.edu.pk](http://www.uetmardan.edu.pk)

Signature and Stamp of Bidder -----

**TENDER DOCUMENTS****DETAILS OF CAFETERIA / SHOPS AND OTHER FACILITIES (please insert (√) in the box).**

S.#	Facility	Location	Purpose	(√)
1	Cafeteria	Main Campus	Main Cafeteria	
2	Shop No.01	Main Campus	Washing/Doobi	
3	Shop No.03	Main Campus	Barber Shop	
4	Shop No.04	Main Campus	General Store (Food items)	

**SINGLE STAGE, TWO ENVELOPE BIDDING PROCEDURE****Pre-Bid Meeting Date: April 28, 2023 at 11:00 AM****Bids Submission Date: May 4<sup>th</sup>, 2023 at 11:00 AM****Bids Opening Date: May 4<sup>th</sup>, 2023 at 11:30 AM**

Check list		
S. No.	Attach Documents with Technical bid	Yes/No
1	Valid NTN/STRN Certificates has been enclosed in technical bid	
2	Signed and Stamped Tender document has been enclosed in technical bid	
3	Non-black listed certificate has been enclosed in technical bid	
4	An affidavit that CDR has been enclosed in financial bid.	
5	KPRA Registration Certificate has been enclosed in technical Bid	
6	Bid processing fee Rs.2500/- has been enclosed in technical bid	

Signature and Stamp of Bidder -----

**(SINGLE-STAGE, TWO ENVELOPE PROCEDURE)****UNIVERSITY OF ENGINEERING AND TECHNOLOGY, MARDAN**

University of Engineering and Technology, Mardan invites proposal from the registered firms/contractor and authorized dealers for the renting of Shops and Cafeteria on “Single Stage Two Envelope Procedure” as per following terms and conditions.

**1. General**

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

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

- j. Tender number, tender title, facility for which the bidder / contractor is applying, date and time of its opening shall be clearly written at the face of envelope.
- k. Firm/Bidder registration certificate with the Federal/Provincial Government.
- l. The firm/bidder shall clearly provide the proof of Registration for GST and NTN on their printed letter heads (for firms only).
- m. Valid NTN Certificates.
- n. Valid registration certificate with KPRA (KP Revenue Authority), where applicable.
- o. **Certificate to the effect that the Firm/Bidder never been blacklisted by any Government/Semi Government Organization/Agency/autonomous body/private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper).**
- p. **The bidder may apply for one or more than one Shops or Cafeteria but the bidder shall submit separate call deposit for each.**
- q. **The bidder shall clearly mention the location of the Shop and Cafeteria for which the bidder is purchasing/ submitting bidding documents.**

Signature and Stamp of Bidder -----

- r. Bidders with previous such experience of running any such facilities at Govt. Semi Govt. and Autonomous bodies shall be preferred. However, bidder must submit a satisfactory certificate along with experience certificate duly signed by the concerned Authority.
- s. The firm / Bidder must provide/submit bank statement for the last 01 Year.

## **2. Scope of Services**

- a. University of Engineering and Technology, Mardan (herein after referred to as UETM) invites requests/proposals for renting of Cafeteria and Shops.

## **3. Bid Price**

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

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

## **4. Earnest Money/Bid Security**

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

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

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

- a. If the bidding firm/bidder withdraws the bid during the period of tender/bid validity.
- b. If the bidding firm/bidder does not accept the corrections of his total tender/bidding price.
- c. If the bidding firm/bidder, having been notified of the acceptance of the tender by UETM during the period of bid/tender validity, fails or refuses to furnish the Performance Guarantee (if Required), in accordance with the tender document.
- d. An amount equal to 2 % of the total quoted amount for 01 years (as per annex “A”) rent shall be deposited by the Tenant as bid security in the form of CDR in favour of **Treasurer, University of Engineering and Technology, Mardan** which will be retained up to the expiry of contract period. The security so deposited shall be refunded in full or after adjustment as the case may be.
- e. **Performance guarantee:** The successful bidder will submit and deposit fixed bid security @ **Rs.20000/- (Twenty Thousands Only)** for each shop and **Rs.300000/- (Three Lacs Only)** as  
Signature and Stamp of Bidder: \_\_\_\_\_

fixed bid security for the Main Cafeteria before signing an agreement. (as per Annex “A”).

The 2% earnest money and fixed bid security/performance guarantee shall be retained till expiration of the contract.

## **5. Bid/Tender Validity**

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

## **6. Signing of Bids**

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

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

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

The tender/bids shall be rejected if:

- a. The offered items/services do not meet the technical specification of required items/services.
- b. The bidder submits incomplete/partial/conditional/alternative/late documents.
- c. Bid is not submitted completely for the required object.
- d. Bid security/Earnest Money is not submitted.
- e. It is subjected to interlineations/cuttings/corrections/erasures/overwriting.
- f. The bidding firm/vendor refuses to accept corrected Total Tender Rates.
- g. The bidding firm/vendor tries to influence the tender evaluation/contract award by unsolicited advice/clarifications and any personal approach at any stage of the tender.
- h. The bidding firm/vendor engages in corrupt or fraudulent practices in competing for the contract award.
- i. The bidding firm/vendor fails to meet all the requirement of tender eligibility/qualification criteria.
- j. The bidding firm/vendor has been blacklisted by any public or private sector organization.
- k. The bidding firm/vendor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services.
- l. The bidding firm/vendor has mentioned any financial implications in the financial proposal that is in contradiction to this document and Government rules and regulations.
- m. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-

Signature and Stamp of Bidder: \_\_\_\_\_

conformity or inconsistency or informality or irregularity in the submitted bid.

- n. The bidding firm/vendor submit any financial conditions as part of its bid which are not in conformity with tender document.
- o. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification, and eligibility related requirements.
- p. Not providing Sample (if required/mentioned in tender documents).
- q. Not performing demonstration (if required/mentioned in tender documents).

## **8. Award Criteria**

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

## **9. Variation in scope of Work**

UETM shall have the right, at his exclusive discretion, to increase/decrease the quantity of Cafeteria/Shops without any change in unit rates/renting or other terms and conditions, at the time of order placement. UETM reserves the right to remove any item or service executed which is not accordance with the tender/item specification or to order Tenant to provide according to tender/item specification. In case of non-compliance by the Tenant, UETM shall remove such items/services and will be re-executed through other arrangements at the sole risk, cost, and responsibility of the Tenant.

## **10. Taxes**

- a. The Tenant shall be entirely responsible for all admissible taxes.
- b. All government taxes shall be deducted at source (if applicable) according to the relevant rules.

## **11. Responsibility against Damages/Ownership of Cafeteria/Shops**

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

## **12. Documentation**

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

## **13. Preliminary Scrutiny**

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

Signature and Stamp of Bidder: \_\_\_\_\_

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

### **1. Eligibility Criteria**

- a. Bidder should have at least 05 years' satisfactory experience of providing Canteens/Cafeteria/Shops etc. (Please enclose Proof)
- b. Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and disputed liability.
- c. The Tenant will employ adequate number of staff (should be of 18 years & above age in order to avoid / discourage child labor) in order to maintain efficiency to standard desired by the **“University of Engineering and Technology, Mardan”**.

### **2. Documentation**

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

### **3. Earnest Money Deposit**

An amount equal to 2 % of the total contract value (ANNEX “A”) shall be deposited by the Tenant as bid security in form of CDR in the name of **Treasurer University of Engineering and Technology, Mardan** which will be retained up to the expiry of contract period. The security so deposited shall be refunded in full or after adjustment as the case may be.

### **4. Performance guarantee:**

The successful bidder/Tenant will submit and deposit fixed bid security @ **Rs.20000/- (Twenty Thousands Only)** for each shop and **Rs.300000/- (Three Lacs Only)** as fixed bid security for the Main Cafeteria before signing an agreement. **(as per Annex “A”)**. The 2% earnest money and fixed bid security/performance guarantee shall be retained till expiration of the contract.

### **5. Preliminary Scrutiny**

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

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

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

Signature and Stamp of Bidder: \_\_\_\_\_



**7. Technical inspection and Performance Evaluation**

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

**8. Verification**

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

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

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

**10. Short listing of Bidders**

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

**11. Resolution of Disputes**

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

**12. Duration of Contract**

Initially the contract will be for a period of **(01) Years**. However, there will be six (06) months probationary period, if allottees fail to provide quality and satisfactory service. The contract will be cancelled with immediate effect. Contract can be extended by mutual agreement. University reserves the right to **terminate** the contract at any time on **one-month prior notice**. However, the Tenant will give **03-months'** notice in writing if he/she desires to vacate the restaurant/shop before the expiry of the contract. If extension is allowed **by the university, 10%** increase in Monthly rent fee of previous year is applicable.

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

Signature and Stamp of Bidder: \_\_\_\_\_

**14. Penalty**

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

**15. Rent**

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

**16. Subletting:**

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

**17. Rate:**

The rates of food items will be approved by the Competent Authority recommended by the committee concern, and the service provider will be bound to sell the food items on the approved rates. The service provider will also sign an undertaking on stamp paper of Rs.150/- to assure his bindings towards the rates of items to be sold at Canteen/Cafeteria/Shop. The approved rates will be displayed at the Canteen/Cafeteria/Shop by fixing a fit board for information of customers.

**18. Govt. Employees:** The Govt. or “University of Engineering and Technology, Mardan” employees are not allowed to participate in Tenders.

**19. Political gatherings:** The allotted Cafeteria/Shops shall not be allowed to be utilized for any political gatherings. Doing so could lead to termination of contract with Tenant.

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

**“University of Engineering and Technology, Mardan”** reserves the rights to accept or reject any or all bids without assigning any reason as per KPPRA’s & KPRA’s rules.

Signature and Stamp of Bidder: \_\_\_\_\_

**PROPOSAL FORMAT FOR CAFETERIA / SHOPS**

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

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

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

- Received without required documents/information or found incomplete.
- Received later than the date and time fixed for proposal submission

Signature and Stamp of Bidder: \_\_\_\_\_

- c. The proposal is unsigned/ unstamped
- d. Proposal is signed/ stamped by the unauthorized agent instead of owner.
- e. The proposal is from a party which is black-listed, by public sector organization.
- f. The proposal is received by telephone/telex/fax/telegram.

### **SELECTION CRITERIA**

#### **Phase I: -EVALUATION OF FIRMS:**

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

#### **Scoring**

Technical (70)

Financial (30)

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

S #	Evaluation Parameter	Requirement	Marks
1	Brief Profile/Introduction	as per section-1 of proposal format	05
2	Professional Staff	as per section-2 of proposal format	05
3	Cooking facilities/ Modern Appliances	as per section-3 of proposal format	05
4	Financial Soundness	as per section-4 of proposal format	05
5	Expertise	as per section-5 of proposal format	05
6	Legal Integrity	as per section-6 of proposal format	05
7	Experience	as per section-7 of proposal format	15
8	Letter of appreciation/Award/Certificates	Appreciation Letter/Certificates awarded by the Government Institutions /Universities on the basis of Quality and Hygiene	05
9	Physical Survey, Interview and Inspection of Services Quality and Professional Standard (If deem fit)	On-spot/Physical visit at business points/ locations (hotels/cafeterias/canteens will be made to evaluate following key factors; Quality, taste and versatility of food items Hygienic Standard Serving Standard Professional Expertise of Staff Level of Business Soundness	20
	<b>Total Marks:</b>		<b>70</b>

- The firms / bidders that obtain 60% of the total marks i.e. 70 (42 Marks) scoring firms will stand pre-qualified/eligible for financial bid competition stage.
- Applications of blacklisted and defaulter vendors of this University as well as other government institution/organization shall not be considered.
- University of Engineering and Technology, Mardan shall disqualify firm(s), at any stage; if it finds that the information submitted for qualification was either significantly inaccurate or incomplete.

Signature and Stamp of Bidder: \_\_\_\_\_


**FINANCIAL BIDDING AND AWARD OF CONTRACT**

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

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

**Annexure- "A"****Financial Model**

Rent Decided by Committee/Competent Authority	No's of Canteen/Shops	Campus	Rate Offered by Service Provider/company	Term of Contract
Minimum Rs. 25,000/- per Month for Cafeteria	01	Main Campus		One (01) Years
Minimum Rs. 3000/- per Month for Shop No.01	01			One (01) Years
Minimum Rs. 3000/- per Month for Shop No.03	01			One (01) Years
Minimum Rs. 3000/- per Month for Shop No.04	01			One (01) Years
If Any Other:				

S #	Facility	Location	Purpose	
01	Cafeteria	Main Campus	Main Cafeteria	
02	Shop No.01	Main Campus	Washing/Doobi	
03	Shop No.03	Main Campus	Barber Shop	
04	Shop No.04	Main Campus	General Store (Food items)	

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

**Note:** The above table to be filled by the Bidder for rates/renting of Cafeteria/Shops at UET Mardan.

Signature and Stamp of Bidder: \_\_\_\_\_

**LIST OF ITEMS FOR WHICH RATES ARE REQUIRED**

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

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

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

**Note:** The University Shops & Recreation Center Committee and Food Inspection Committee will monitor, evaluate and approve the above rates offered by the Bidder as per the Local Market Rate or nearly comparable.

Signature and Stamp of Bidder: \_\_\_\_\_

## ANNEX “B”

**MONITORING AND QUALITY ASSURANCE**

The University Shops & Recreation Center Committee and Food Inspection Committee shall conduct surprised rounds of Cafeteria and Shops area in order to monitor cleanliness and hygiene. The service provider shall not obstruct these rounds of University Committee.

<b>Violation</b>	<b>Fine (Amount in PKR)</b>
1. Selling items in excess of agreed rate	10,000/-
2. Litter or spillage in sitting area	5,000/-
3. Litter or spillage in cooking area	5,000/-
4. Improper storage of items	5,000/-
5. Missing equipment	2,000 per week
6. Unclean uniforms/improper trimming of hair or nails	300 per employee
7. Unclean dishes or utensils	5000/-
8. Unavailability of supervisor	3000/-

Signature and Stamp of Bidder: \_\_\_\_\_

**UNDERTAKING****(STAMP PAPER OF RS: 150)**

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

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

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

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

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

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

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

**WITNESS-1:****WITNESS-2:**

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

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

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

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

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

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

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

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

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

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

Note: Copies of CNIC must be attached.

Signature and Stamp of Bidder: \_\_\_\_\_



The successful firms/contractor/vendor shall execute a contact agreement on judicial stamp paper of worth Rs.150 minimum with the **University of Engineering and Technology, Mardan** as per given specimen of Agreement.

### **AGREEMENT DEED OF RENTING SHOPS AND CAFETERIA AT UET MARDAN**

On this day ----- Date: ----- Month ----- Year, the University of Engineering & Technology, Mardan through the Registrar, UET Mardan (here in called the lesser or 1<sup>st</sup> party) has allotted Cafeteria/Shop No. ----- situated at UET Mardan Charsadda Road, Mardan

to ----- Son/Daughter of ----- Address: -----  
----- (here in called the lessee or 2<sup>nd</sup> party) for financial year -----  
----- on monthly rent of Rs. ----- (in figure) ----- (in words).

I, the undersigned Mr. ----- S/D/O ----- has acquired the Cafeteria /Shop No. ----- situated at UET Mardan, Charsadda, Road Mardan on monthly rent of Rupees ----- on the following terms and conditions:

1. That allotment of the Main Cafeteria/Shops is purely on contract basis for a period of one (01) Year i.e. from ----- (date) ----- (Month) ----- (Year) to ----- (Date) ----- (Month) ----- (Year) and that on the expiry of the allotment, I will vacate the Cafeteria /Shop and hand over its possession to the Registrar, UET Mardan. Registrar, UET Mardan will issue a clearance certificate to that effect.
2. That I will be bound to pay the prescribed rent @ **Rs.** per Month to UET Mardan, regularly as per prescribed procedure or to be prescribed from time to time by the University authorities.
3. That I will not sublet the Cafeteria / Shop, which has been allotted to me, to third party during the contract period otherwise the University reserves the right to cancel the contract agreement.
4. That I will only deal with the nature of business for which I have been allotted the Cafeteria/Shop. For any changes in nature of business, prior written approval of the University Authority will be obtained.
5. That I am bound to pay the Electricity, Gas and Telephone charges monthly on regular basis as per prescribed procedure and I am also bound to deposit with University a sum of **Rs.** as advance security plus performance guarantee/fixed bid security and to pay one-month rent in advance. The first month rent and security will be deposited by the lessee in advance at the time of signing of this agreement which is refundable on the expiry of the contract period. Any damage/breakages' caused to University property will be covered through advance security.
6. That I will not deal in any kind of activity which constitutes to cognizable offence and is punishable under the law.
7. That I will not carry out any addition or alternation in the premises of the Cafeteria /Shop allotted to me, without prior permission of Registrar, UET Mardan or UET Mardan Authority.
8. That the UET Mardan reserves the right to terminate this agreement after serving one-month advance notice.
9. That the decision of the University Authority, UET Mardan in allotment of Cafeteria/Shops and all other matters as the case may be, will be final and binding on me where ever communicated by UET Mardan.
10. In case any differences arise between the lesser and lessee, the matter will be resolved amicably through mutual consultation.
11. I also hereby undertake that i will not challenge the given terms and conditions and allotment letter/rent deed /undertaking in any Court of Law. In case if any differences arise and the matter is not resolved amicably through mutual consultation then I shall have to accept the decision of the University Authority as final. In case of appeal if any as provided in rules of business

Signature and Stamp of Bidder: \_\_\_\_\_

- of the University. The University Authority shall have the power amended or change any of the above terms and conditions at any time during the contract.
12. The contractor shall provide sufficient good quality crockery and cutlery for Cafeteria (Chairs Qty =100 minimum, Tables Qty =10 minimum, increase/decrease in the crockery and cutlery will be based as per decision of the University Committees) etc.
  13. The contractor shall employ Manager, Waiters, Cook, Washerman and Sweeper. The waiter shall be adjusted in a week's time. The full particulars of each employee duly cleared by his local police station will be furnished to Registrar office for record. The Contractor shall be responsible for good conduct and behavior of the employees working in the Cafeteria/Shop.
  14. The contractor shall ensure that the cafeteria premises including the kitchen and toilet are kept spotlessly clean at all times through his /her own arrangements.
  15. The utensils /crockery used in the cafeteria must be of good standard even slightly chipped crockery which breed germs must not be used. Water set should be of glass rather than of any other material, the crockery shall be porcelain and the cutlery of standard stainless steel.
  16. Needed number of properly uniformed waiters and cooks as recommended by the Campus Food Committee/ University Shops & Recreation Center Committee, will be employed in the Cafeteria by the Contractor. The contractor shall keep the required staff for proper maintenance and smooth running of the Cafeteria. The staff of contractor shall not be less than 18 years of age.
  17. The contractor shall serve good quality cold drinks, tea, cooking and meals etc. at the subsidized rates approved by the concern committee. The Contractor shall ensure use of branded ingredients for preparation of food and high quality cooking oil, tea and spices. All food items must be fresh.
  18. The contractor shall be responsible for the safety and security of furniture, curtains and all other electric and gas appliances provided in the Cafeteria and an inventory list is attached with the agreement which be read as part and parcel thereof.
  19. Any member of Campus Food Committee / University Shops & Recreation Center Committee shall conduct surprised rounds of Kitchen and Cafeteria area in order to monitor quality of food, cleanliness and hygiene. The service provider shall not obstruct these rounds. In case the contractor is not meeting the required standards fines ranging from **Rs.1000/- to Rs.10000/-** will be imposed by any member of the Food Committee / University Shops & Recreation Center Committee with explicit approval of the Vice Chancellor/Registrar. Fines will be imposed if contractor was found selling items in excess of agreed rate, litter or spillage in sitting area, litter or spillage in cooking area, selling expired food, misconduct with student or staff, improper storage of items, missing equipment, unclean uniforms/improper trimming of hair or nails, Unclean dishes or utensils, unavailability of supervisor etc.
  20. The Cafeteria/Shops timing shall be prescribed by the University Authority from time to time.
  21. The Cafeteria Contractor shall not use Cafeteria Building for any Un-Social, Immoral and Unlawful activities and shall not sell prohibited items i.e. Cigarettes, Pan, Naswar, Gutka and any kind of Narcotics/Drugs.
  22. The cafeteria contractor shall provide service in the offices also. For this purpose, He needs to designate one waiter to fulfill orders from the offices.
  23. The Contractor shall provide food items as per agreed MENU and on rates given in Annex-I dully approved by Campus Food Committee/University Shops & Recreation Center Committee. Menu and rates will NOT be changed without prior approval of the Food Committee / University Shops & Recreation Center Committee. Rates of additional items placed in cafeteria for sale will be approved mutually by both the parties.
  24. The Contractor should properly display daily Menu on board or can circulate through E-mail after getting due approval from Campus Food Committee/ University Shops & Recreation Center Committee.
  25. Cafeteria will be kept open as per the timings fixed by Campus Food Committee / University Shops & Recreation Center Committee from time to time. In case need arises, contractor will be obliged to keep cafeteria open even on closed holidays when asked by Campus Food Committee/ University Shops & Recreation Center.

Signature and Stamp of Bidder: \_\_\_\_\_

26. Cafeteria contractor will have no right to claim for activities and functions (Like Convocation, Welcome/ Farewell parties and other functions) taking place on the campus will be treated separately /independently and Contract may be awarded to any person/party. Cafeteria Contractor will have No right or objection on it. He may however, compete for award of such contract as per normal procedure of the campus.
27. The contractor can be revoked on a months' notice by the University. However, the contractor will be required to give three months' notice to the University to that effect so that alternative arrangement could be made.
28. The UET Mardan shall have the power and authority to amend or change any of the terms and conditions at any time during the period of the contract.
29. The contractor shall have to pay the rent in advance before **10<sup>th</sup>** of each month. The first month rent and security will be deposited by the lessee in advance at the time of signing of this agreement. If **the Tenant fails to deposit the Rent until 10<sup>th</sup> of every month a fine of Rs.500/ per day** will be charged till the deposit of the Rent. However, after 15<sup>th</sup> of the month, the Competent Authority may like to cancel the agreement which will be the sole discretion of the University Authority. The Monthly Rent not less than as proposed in financial model of the successful bidder shall increase by **10% annually**.
30. Any misbehavior with students and staff member of the University will lead to the cancellation of contract/fine imposed by University Authority.
31. This agreement is valid for a period of one year extendable and renewable subject to the satisfactory performance and compliance to the Terms and Conditions of the University.

#### **OTHERS / MISCELLANEOUS: -**

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

Any other condition that **University of Engineering and Technology, Mardan** deem necessary can be included at the time of execution of contract.

\*Agreed and signed the rent deed on date: \_\_\_\_/\_\_\_\_/ **2023**.

#### **For Contractor/Vendor:**

Name: ----- CNIC No. ----- Signature: -----

#### **Witness 1: -**

#### **Witness 2: -**

Name: -----

Name: -----

CNIC NO. -----

CNIC NO. -----

Signature: -----

Signature: -----

#### **For UET Mardan:**

Name: ----- Designation: ----- Signature: -----

#### **Witness 1: -**

Name: ----- Designation: ----- Signature: -----

Signature and Stamp of Bidder: \_\_\_\_\_