INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

AUCTION NOTICE

Information Technology University (ITU), invites proposals from Income Tax/ Sales Tax and Professional Tax registered firms for: "Renting Out Canteen/Cafeteria at Barki Road Campus, Lahore".

- Detailed Terms of Reference (TORs) / Bidding Document is available at <u>www.itu.edu.pk</u> and <u>www.ppra.punjab.gov.pk</u>. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
- 2. A single package containing Technical and Financial Bids separately, duly completed, signed, stamped, sealed and in complete conformity with the Terms of Reference (TORs) should be dropped in person by the authorized representative of the interested bidders, in the Tender Box placed at Reception of the ITU office, 6th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road Lahore, not later than <u>03:00 PM</u> on last date of submission of bids i.e. **26th December**, **2023**. The bids shall be opened at <u>04:00 PM</u> on the <u>same date</u>, as per Punjab Procurement Rules, 2014.
- 3. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed bidding document, as per Rule-27 of Punjab Procurement Rules 2014. All prospective firms are required to collect a challan form from the Procurement Office-ITU at below given address to submit an amount of Rs.2000/- in ITU's Account. The deposit slip must accompany the bid; elsewise the bid shall stand rejected.

Note: ITU may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

PURCHASE OFFICER

INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNIAB

6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore. Phone: (042) 111-111-488 (6029) Web: <u>www.itu.edu.pk</u>

TERMS OF REFERENCE (TORs)/BIDDING DOCUMENT

AC No. 01-24112023-02

RENTING OUT CANTEEN / CAFETERIA AT ITU MAIN CAMPUS, BARKI ROAD, LAHORE



INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan Phone: (+92) (42) 111-111-488 (6029)

URL: <u>www.itu.edu.pk</u>

1. Terms & Conditions of Auction/Rent Out

2. Auction/Renting Procedure

- **2.1.** Public notice, in at least two national daily newspapers one in Urdu and one in English, through the office of the Director General, Public Relations, Punjab minimum **seven days** prior to date of auction.
- **2.2.** The tender may be submitted along with bid security as mentioned in bidding documents in shape of CDR in favor of Information Technology University of the Punjab till 03:00 PM of the last day. The tenders will be opened on the last day of submission at 04:30 PM in the Conference room of ITU, 06th Floor Arfa Software Technology Park, Lahore.
- **2.3.** The terms and conditions for participating in the auction are as under;

Sr. No.	Knock Down Criteria	Requirement
(i)	At least two (2) year relevant experience in similar organizations	Mandatory
(ii)	Police Verification Certificate of Individual and staff (after awarding the tender)	Mandatory
(iii)	Punjab Food Authority Certificate (after awarding the tender)	Mandatory
(iv)	Valid CNIC	Mandatory
(v)	Active Taxpayer/NTN and PRA	Mandatory

2.4. The Bidder will be disqualified in participation of Canteen auction if fails to fulfil any of the above mentioned requirement.

3. Awarding Contract

The contract shall be awarded to the technically responsive highest bidder for the period of two-years extendable up to five w.e.f. signing of Contract.

4. Reserve Price

The monthly Reserve Price (Minimum Bid) will be Rs. 30,000/- with annual increase of 10%.

5. Acceptance Or Rejection Bid

- **5.1** The Committee will visit the existing facilities of the bidders for the quality check and the financial bid will be opened of the responsive bidders only.
- **5.2** The bids less than the reserve price, shall be rejected by the Convener of Auction Committee.
- 5.3 The highest bid, equal to reserve price or above, received in auction and recommended by the Convener, shall be placed before the auction committee within ten days of receipt of bid for approval.

6. Intimation of Acceptance of Bid

- **6.1** As soon as the approval from the auction committee for acceptance of bid, the Department shall:
 - (i) communicate the acceptance of bid by a letter to contractor on his postal address provided by him at the time of auction through:
 - (ii) courier service or special messenger; or
 - (iii) any other means of communication deemed appropriate to the contractor; and
 - (iv) direct the contractor to enter into written agreement; and
 - (v) fulfill his obligations in accordance with the terms and conditions of contract.
- **6.2** The cost of agreement shall be borne by the contractor.
- **6.3** The bid shall be automatically stand cancelled and the deposits made by the contractor stand forfeited and be presumed that the contractor is no more interested in the contract, if he fails to:
 - (i) turn up to deposit dues as per the terms and conditions of rent/auction; or
 - (ii) enter into written agreement within one week.

7. Eligibility of Contractor

- 7.1. A person shall not be eligible to be a contractor who:
 - (i) is defaulter in respect of any dues to government.

- (ii) has been blacklisted by government.
- (iii) has been declared insolvent; or
- (iv) is not competent to enter into agreement under the law.
- (v) The Bidder will submit an undertaking in this regard on Stamp paper.

8. Bid Security / Earnest Money

- **8.1** A bidder shall deposit CDR **Rs. 15,000/-** as bid security / earnest money in the name of **Information Technology University of the Punjab** before taking part in an auction.
 - **8.2** The earnest money of un-successful bidders shall be returned immediately after completion of the auction process.
- **8.3** The earnest money retained as security shall be refunded to the successful contractor:
 - (i) after successful completion or performance of contract; and
 - (ii) production of a certificate from the auction committee that nothing is due from the contractor and contract has been completed or satisfactorily performed.

9. Dues and Deposits

- 9.1 After receipt of communication of acceptance of bid from the auction committee, the contractor shall enter into written agreement with the Department within one week.
- 9.2 The rent of six moths shall be paid in advance by the contractor, and thereafter on monthly basis shall be paid. 50% of the cost incurred on the fiber roof and iron stair shall be adjusted from the monthly rent till the time of the complete repayment, and the University will own these items after the clearance of the payment.

10 Other Deposits

- 10.1 The income tax, sales tax, professional tax or any other levies enforced by law or instructions issued by the Government shall be recovered from the contractor.
- 10.2 The service provider will pay monthly utility charges, as per the readings of the meter / sub meter.

11 Properties and Assets

- 11.2 The contractor shall:
 - (i) keep the properties of University in the same condition as those were received by himat the time of delivery.
 - (ii) be responsible for any material loss caused to properties due to his negligence during the contract.

11.3 The contractor shall:

- (iii) deliver all assets and properties received by him back to the Admin Department after completion of contract with immediate effect.
- (iv) get certificate from the Admin Department for delivery all assets and properties.

12 Penalty

Sr. No.	Description / violation	Penalty/ Fine
(i)	Selling items in excess of approved rate	Rs. 5,000/- per item
(ii)	Selling of expired items	Rs. 5,000/- per item
(iii)	Missing of Complain Box in Canteen area	Rs. 2,000/- Per day
(iv)	List of items not displayed in canteen Area	Rs. 1,000/- per day
(v)	Missing of staff uniform	Rs. 1,000/- per day per person
(vi)	Sublet of canteen	Termination of the contract
(vii)	Sale of prohibited items	Rs. 1,000/- per item

13 Sureties and Guarantees

- 12.1 The successful bidder shall, at the time of signing the agreement, furnish a surety for the due performance of the contract to the satisfaction of the ITU Administration.
- 12.2 The surety shall be a person who has a valid national tax number and is an active tax payer.
- 12.3 The surety shall furnish a bank statement for the preceding six months also showing a bank balance equivalent to the auction amount.
- 12.4 In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the ITU Administration against the contractor, the ITU Administration shallbe entitled to recover from the surety, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of proceedings initiated in this regard.

13 Cancellation of Contract

- 13.1 The ITU Administration cancel the contract if a contractor:
 - (i) fails to abide by any term and condition of the contract;
 - (ii) fails to pay any dues on due date and time;
 - (iii) violates any other condition which the Department may deem fit to impose in the public interest.
- 13.2 The contract shall not be cancelled without providing an opportunity of hearing to the contractor by the concerned auction committee.
- 13.3 After cancellation of contract, the House may decide to re-auction the income for the remaining period of contract or may make self-collection.

14 Menu

The menu, items rates and uniform of Canteen staff will be finalized by the auction committee within fifteen days after the completion of auction process, in consultation with the contractor.

15 Timing

The service provider will observe the timing as set by the Admin Department.

16 Rebates

The contractor shall not be entitled to rebate on any ground what so ever.

17 Sign & Stamp

The bidder will sign and stamp each page of bidding documents before submitting.

18 Primary Contact

The Primary Contact for all correspondence is **Purchase Officer** Information Technology University of the Punjab, Lahore.

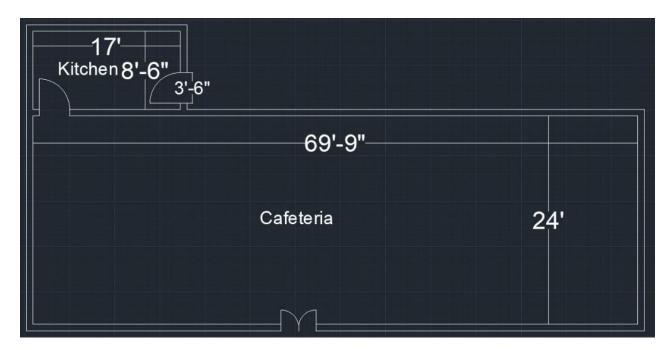
19 Responsibilities of The Contractor / TORs

- 19.1 The requirements of the Services shall be according to the Terms of Reference defined by ITU.
- 19.2 The Contractor shall provide the Security Clearance of the staff.
- 19.3 Janitorial services will be the responsibility of the Contractor.
- 19.4 Sale of food items as per rates approved by the auction committee.
- 19.5 Ensure highest levels of hygiene and cleanliness in order to ensure safe and healthy food is provided to staff and visitors.
- 19.6 Renovation work, Repair & maintenance of the Canteen area will be the responsibility of the Contractor.
- 19.7The Contractor shall be bound to observe the Food Standards, rules & regulations of Punjab Food Authority.
- 19.8 The environment and outlook of canteen area shall be maintained properly, a separate seating arrangements for male and female
- 19.9 The Contractor will be solely responsible for bearing all costs related to the operations and

maintenance of the Canteen.

- 19.10 The Service Provider shall not sell any prohibited items e.g. Cigarettes, Pan, Naswar, Gutka and any kind of Narcotics/Drugs.
- 19.11 The Service Provider will not be allowed to sublet canteen to any third party.
- 19.12 The ITU administration will place a Complain Box in the canteen area.
- 19.13 The approved rates will be displayed at the cafeteria by fixing a 2½ x 4 fit board for information of customers.
- 19.14 The Contractor shall provide the list of all its personnel (manager, Cook, Waiter and Janitor).
- 19.15 The age of staff members must be of 18 years to 45 years.
- 19.16 The Contractor will provide reason in writing of any change in the staff at least 2 weeks in advance.
- 19.17 The Contractor will abide by Labor Laws.
- 19.18 All staff on duty shall wear standardized uniform and shall ensure all personnel are provided with the appropriate identification mentioning their name on their uniform.
- 19.19 The Contractor shall be responsible for all acts done by the personnel engaged by him/her.
- 19.20 The Contractor shall be held responsible for any misconduct on part of the personnel's engaged by it.
- 19.21 The Contractor must make sure that trash is removed from the Canteen premises regularly
- 19.22 The disputes between public and the contractor shall be settled by the auction committee.

Canteen - Area



- The Contractor will furnish the area, with suitable furniture.
- Kitchen area is covered, and cafe area is open air, and the contractor shall cover at least 60% by installing fiber roof.
- Cafeteria is on the first floor therefore; the contractor shall install iron stair to access the cafe through kitchen.