**RAWALPINDI INSTITUTE OF CARDIOLOGY**

**RAWAL ROAD, RAWALPINDI**





**BIDDING DOCUMENTS FOR AUTOMATED TUCK SHOP AT PARKING AREA OF RIC RAWALPINDI**

**FOR THE FINANCIAL YEAR (2024-25)**

**Phone No: 051-9281111-20**

**Fax No: 051-9281357**

**E-Mail:** [**purchaseric272@gmail.com**](mailto:purchaseric272@gmail.com)

**CHECK LIST**

The provision of this checklist is essential prerequisite along with submission of tenders.

|  |  |  |  |
| --- | --- | --- | --- |
| ***SR. #*** | ***DETAIL*** | ***YES / NO*** | ***PAGE #*** |
| ***KNOCK OUT CLAUSES*** | | | |
|  | Valid National ID Card (NADRA) |  |  |
|  | Company profile (Name, Address, Tel No) |  |  |
|  | Acceptance of terms and condition of tender documents duly signed and stamped |  |  |
|  | Minimum one year experience in operating tuck shop of big organizations as mentioned in the tender document |  |  |
|  | An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions |  |  |
|  | Bank Certificates |  |  |
|  | Valid National Tax Number |  |  |
|  | Valid General Sale Tax certificate |  |  |
|  | Valid Professional Tax certificate |  |  |
|  | Bid security Rs. 293,095/- i.e. 2% of Rs. 14,654,750 (40150x365) |  |  |
|  | Firm will submit an affidavit on e-stamp paper of Rs 1200/- that during technical evaluation if any unsatisfactory performance report received from any other institute, firm will be rejected for said tender. |  |  |
|  | Satisfactory past performance certificate from other institutes |  |  |
| ***GENERAL CLAUSES*** | | | |
| 1 | Health certificate of employees for tuck shop only |  |  |
| 2 | Authenticated and certified list of employees |  |  |
| 3 | Quality assurance guidelines and protocols specified by the hospital quality assurance team. |  |  |
| 4 | An affidavit on e-stamp paper of Rs.1200/- that the bidder shall provide all services of tuck shop required by RIC |  |  |
| 5 | Quality Certification. / Food License (any) |  |  |

**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

**Applicability of Punjab Procurement Rules, 2014 (amended)**

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

**INVITATION FOR BIDS**

**RAWALPINDI INSTITUTE OF CARDIOLOGY RAWAL ROAD, RAWALPINDI**

**Reference No: RIC/PO/1130/24, Dated: 17-10-2024**

**LEASING OUT TUCK SHOP AT PARKING AREA OF RIC RAWALPINDI**

Interested eligible bidders may Interested bidders may obtain the bidding documents containing terms & conditions free of cost from the websites of Punjab Procurement Regulatory Authority [**www.ppra.punjab.gov.pk**](http://www.ppra.punjab.gov.pk))**,** [**www.ric.gop.pk**](http://www.ric.gop.pk) & [**https://punjab**](https://punjab)**.eprocure.gov.pk.**

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per PPRA Rule 2014 (Amended 2016)

Bids must be submitted electronically via **EPADS (E-Pak Acquisition and Disposal System) on or before 04-11-2024 at 11:00 AM**. The original bid security (Rs. 293,095/-) @2% of estimated price ( (Rs.40150x365 = Rs. 14,654,750) in the shape of CDR / Bank Guarantee (refundable) must submit to the address mention below before the closing time and date of tender in the name of Rawalpindi Institute of Cardiology, Rawalpindi. Hospital will not be responsible for any costs or expenses incurred by Bidders in the preparation, delivery, or electronic submission of Bids.

Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **11:30 am on 04-11-2024.** The Bidders are requested to give their best and final prices.

The Bidders are requested to give their best and final prices.

**Medical Superintendent**

**Rawalpindi Institute of Cardiology**

**Rawal Road, Rawalpindi**

**Bid Data Sheet**

|  |  |  |
| --- | --- | --- |
| **ITB Ref** | **Description** | **Detail** |
| N/A | Bid reference number | **RIC/PO/1130/24, Dated: 17-10-2024** |
| N/A | Commencement of sale of Bidding Document | After one day of publishing of advertisement in newspaper. |
| ITB Clause 24 | Last date and time for the receipt of bidding Document | **04-11-2024 at 11:00 am**  Purchase Office RIC, Rawalpindi |
| ITB Clause 27 | Date, time and venue of opening of technical Bids | **04-11-2024 at 11:30 am**  in MS Office RIC, Rawalpindi |
| ITB Clause 16 | Bid currency | PKR |
| ITB Clause 13 | Language of bid | English or Urdu |
| ITB Clause 20 | Amount of bid security | Rs. 293,095/- |
| ITB Clause 21 | Bid validity period | 180 Days |
| ITB Clause 09 | Bidding procedure | Single stage – Two  Envelop procedure |
| ITB Clause 27 | Address for communication:  **Medical Superintendent**  **Rawalpindi Institute of Cardiology**  **Rawal Road, Rawalpindi** | |

**INSTRUCTIONS TO BIDDERS**

* 1. **Eligible bidders**: This Invitation for Bids is open to all individuals/ companies of Pakistan registered with income tax/sale tax departments for leasing out tuck shop. The bidder shall also have to submit a copy of registration certificate with Govt and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan if required. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
  2. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

**THE BIDDING DOCUMENTS**

* 1. **Content of Bidding Documents**
     1. The services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents includes:-

1. Instructions to bidders;
2. General Conditions of Contract;
3. Special Conditions of Contract;
4. Schedule of Requirements;
5. Technical Specifications;
6. Manufacturer’s Authorization Form;
7. Performance Guaranty Form;
   * 1. The **“Invitation for Bids”** does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
     2. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
     3. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder’s risk and may result in the rejection of its bid.
   1. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency’s address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents. Pre-bid conference will also be held as per above mentioned schedule.
   2. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

**PREPARATION OF BIDS**

* 1. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
  2. **Documents Comprising the Bid:** The bid shall comprise the following components:

1. Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
2. Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
3. Documentary evidence established in accordance with instruction to bidders that the services to be supplied by the bidder are eligible services and conform to the bidding documents; and
4. **Bid Security Rs. 2,000,000/- in** the shape of call deposit (fresh CDR) / bank guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawal Road, Rawalpindi to be submitted with technical offer.
   1. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the services to be supplied, a brief description of the services, their strength, packing, quantity, and prices.
   2. **Bid Prices:**
      1. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the services, it proposes to supply under the Contract.
      2. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration /correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
      3. The bidder should quote the prices of services according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of services, different from the demand of bid enquiry, shall straightway be rejected.
      4. **Firm will be bound to pay income tax, PST/ GST and also bound to pay any additional tax imposed by government.**
   3. **Bid currencies:** Prices shall be quoted in Pak Rupees.
   4. **Documents Establishing bidder’s Eligibility and Qualification**
      1. The bidder shall furnish, as part of its technical bid, documents establishing the bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
      2. The documentary evidence of the bidder’s eligibility to bid shall establish to the Procuring Agency’s satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
      3. The documentary evidence (to be submitted along with technical proposal) of the bidder’s qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency’s satisfaction:

**(a)** National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.

**(c)** The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.

**(d)** The bidder should have minimum **One year experience for tuck shop in the market**. Documentary proof shall have to be provided in this regard.

**(e)** The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.

* 1. **Documents Establishing Goods and Services Eligibility and Conformity Bidding Documents:**

The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services, which the bidder proposes to supply under the Contract.

* 1. **Bid Security** **Rs. 2,000,000/-** in the shape of Call Deposit (fresh CDR) / Bank guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology Rawalpindi from any schedule bank shall be furnished by the bidder along with technical offer.
  2. **Bid Validity**
     1. Bids shall remain valid for the period of three **(03) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
     2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
     3. bidders who,-

**(a)** Agree to the Procuring Agency’s request for extension of bid validity period shall not be permitted to change the substance of their bids; and

**(b)** Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

* 1. **Format and Signing of Bid:**
     1. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
     2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**SUBMISSION OF BIDS**

* 1. **Deadline for Submission of Bids:**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

* 1. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder
  2. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

**OPENING AND EVALUATION OF BIDS**

* 1. **Opening of Bids**
     1. The Procuring Agency shall initially open only the envelope marked **“TECHNICAL PROPOSAL”** in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as **“FINANCIAL PROPOSAL”** if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
     2. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
     3. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).
  2. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted
  3. **Preliminary Examination**
     1. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
     2. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
     3. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
     4. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Taxes& Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
     5. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.
  4. **Evaluation & Comparison of Bids**
     1. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
     2. The Procuring Agency’s evaluation of technical proposal / bid shall be on the basis of previous performances, previous experiences, inspection of equipments provided by the firm during tenure, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
     3. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
     4. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
  5. **Evaluation Criteria:**
     1. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria will be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the Evaluation Report.

**TECHNICAL EVALUATION CRITERIA FOR TUCK SHOP**

|  |  |  |  |
| --- | --- | --- | --- |
| **S#** | **Parameters** | **Details** | **Marks** |
| 1 | Number of Tuck shops / bakery outlets being managed by the Bidder | 04 or more = 10 points  01 to 03 = 05 points | **10** |
| 2 | Past Experience | Past experience of tuck shop in an organization / Govt. / Semi Govt. / public   1. 03 years’ Experience = 10 2. 01-02 years’ Experience = 5 | **10** |
| 3 | Past Performance  Certificates | Past performance certificates duly issued by contractee | **30** |
| 4 | Certified to ISO’s management system standards for: ISO 9000 'Quality Management' ISO 22000 'Food Safety Management' | 1. Both = 10 points 2. Any One = 05 points | **10** |
| 5 | List of equipment | 1. > 5 number equipment = 20 2. 3-5 number equipment = 10   List of equipments.  Equipment includes refrigerators, Deep Freezers, Ovens, microwaves, coffee maker etc  **Note:** TEC physically inspect the equipment | **20** |
| 6 | Financial Status | 1. Last year Tax return = 03 2. NTN Number = 02 3. Bank Certificate = 5 | **10** |
| 7 | Equity | 1. Upto Rs. 15 Million = 5 points 2. More than Rs. 15 Million = 10 Points | **10** |

**Total marks: 100 \_\_\_\_\_\_\_\_\_\_ Total marks Obtained: \_\_\_\_\_\_\_**

**Qualifying marks 65%**

**NOTE:**

1. The list of technical staff along with their relative experience and certificate of credentials must be provided along with the bid.
2. Financial status of the firm would be derived from the transactions of bank statement and Balance Sheet.
3. **100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks.**

**THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA.**

1. After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is 65**%** were considered nonresponsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals.
2. Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.
   1. **Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder’s bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.
   2. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
   3. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.
   4. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement the Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
   5. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

**AWARD OF CONTRACT**

* 1. **Acceptance of Bid and Award criteria**

The bidder with the highest % on sale of real time, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the contract, within the original or extended period of bid validity.

* 1. **Limitations on negotiations**

Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

I. As guidance only, negotiations may normally relate to the following areas:

* Minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings;
* Minor amendments to the Special Conditions of Contract;
* Finalizing the payment arrangements;
* Mobilization arrangements;
* Agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
* The proposed methodology or staffing;
* Inputs required from the procuring agency;
* Clarifying details that were not apparent or could not be finalized at the time of bidding;
* The bidder’s tax liability in Pakistan, if the bidder is a foreign company.
* Negotiations shall not be used to:
* Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the services;
* Substantially alter the terms and conditions of Contract;
* Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
* Reduce work inputs solely to meet the budget; or
* Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.
  1. **Notification of Award**
     1. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.
     2. The notification of award shall constitute the formation of the contract.
  2. **Signing of Contract**
     1. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
     2. Both the successful bidder shall sign with date the contract on the legal stamp paper within seven days of the award notification. If the successful bidder, after completion of all codal formalities shows inability to sign the contract with in seven days then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
     3. The incidental expenses of execution of License Agreement shall be borne by the Licensee.
  3. **Performance Guaranty/ Security**
     1. On the date of signing of contract, the successful bidder shall furnish the Performance Guaranty / Security10**%** in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form provided in the bidding documents.
     2. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment / termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
     3. The successful bidder is expected to fully operationalize services of the tuck shop within two weeks of the award of contract
  4. **Corrupt or Fraudulent Practices**

1. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
   * 1. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
     2. **fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
2. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged incorrupt or fraudulent practices in competing for the Contract in question;
3. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

**GENERAL CONDITIONS OF CONTRACT**

1. **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
   1. “**The Contract**” means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
   2. “**The Contract Price**” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
   3. “**The Services**” means Tuck Shop
   4. “**The Services**” of leasing out Tuck Shop with special instructions and other such obligations of the Supplier covered under the Contract.
   5. “**The Procuring Agency**” means the Executive Director, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi
   6. **“The Supplier**” means the individual or firm supplying the services under this Contract.
2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
3. **Standards:** The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
4. **Use of Contract Documents and Information**
   1. The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
   2. The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
   3. Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
   4. The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
5. **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the services. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
6. **Prices:** Prices charged by the Supplier for services delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency’s request for bid validity extension.
7. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.
8. **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.
9. **Penalties/liquidated Damages:**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Description of Penalty** | **Penalty** |
| 1 | Tempering / Damaging the Electricity sub-meter | [6 x (average of monthly Electricity Bills of the tempered meter since inception of operations)]+ cost of new meter |
| 2 | Staff of the contractor found creating nuisance on duty | Rs. 20,000/- per occurrence |
| 3 | Dishonoring of drafts and Cheques given by contractor | 3% of the amount of dishonored cheque on each occurrence to be doubled on 2nd occurrence and cancellation of the Contract |
| 4 | Misbehavior with other service provider, RIC staff or with patients | Rs. 40,000/- per occurrence |
| 5 | Using extra space more than shops | Rs. 5,000 per sq. ft per day of encroachment |
| 6 | Not following instruction of RIC or not replying to letters sent by the RIC | Rs. 5,000 per day after 07 days of receipt of instructions / letter from RIC |
| 7 | Creating unhygienic conditions in stations & shops | 25% of average monthly rent per shop per occurrence |
| 8 | Payment delayed by more than 10 days | Fine per day of delay in excess of 07 days = amount delayed x (A/B) x C  A = 15%  B = 365  C = days delayed beyond 07 days |
| 9 | Damage of RIC or Service provider infrastructure | Cost to remedy + average monthly rent for 3 shop |
| 10 | The Contractor changes the configuration of shops/shell without permission | Cost to remedy + average monthly rent for 3 shops |
| 11 | Sale of restricted items e.g. Cigarettes etc. | Rs. 50,000 per day per shop in violation |
| 12 | Any other violation | Upto 50% of average monthly rent for all 3 shops |

1. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
3. **Termination for Insolvency:** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
4. **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Executive Director RIC or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties
5. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
6. **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
7. **Notices**
   1. Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party’s address specified in Special Conditions of Contract.
   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later

**SPECIAL CONDITION OF CONTRACT**

1. **Definitions** In this Contract, the following terms shall be interpreted as indicated against each;
   1. “**The Contract**” means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
   2. **The Contractor:** is the individual or firm supplying the services under this contract.
   3. **The Tuck shop** is a facility capable of providing wide variety of items and beverages. Tuck shop should be semi-automated with waiter/ waitress services. Tuck shop should offer vending machines preferably self-service both for cold and hot beverages. Food and meals must be prepared fresh at site. Inspection committee/ sanitary/ food inspector may send samples for testing. Failure to comply with food safety laws and regulations will be dealt according to the law and hospital authority may fine or may cancel the contract.
2. **Bid Security.** **Rs. 2,000,000/-** in the shape of Call Deposit (CDR) / Bank guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi to be submitted with technical offer.
3. **Performance Guaranty/ Security:** After signing of contract, the successful bidder shall furnish the Performance Guaranty/Security equivalent to **10%** of the total Contract amount in the shape of bank guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
4. **Inspection:** Inspection of leasing out Tuck Shop in accordance with the conditions of contract. The services shall be inspected by the Inspection Committee, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi to physically check the services in accordance with the approved terms / conditions of the contract. The Committee shall submit its inspection report to Procuring Agency. In case of any deficiency, pointed out by the Inspection Committee in the delivered services, the Contractor shall be bound to rectify it free of cost
5. **Contract will be valid for one year from the date of contract.**
6. The contractor must maintain quality.
7. All food items must be fresh at tuck shop with date of manufacturing and date of expiry
8. Hygienic environment in the tuck shop must be maintained.
9. All crockery and Cutlery should be kept clean and in good condition.
10. All the rates quoted in the tender will remain valid for the current financial year.
11. Facilities to be provided by RIC to tuck shop include building, air-conditioning, fans, and supply of electricity/ Intercom telephone etc.
12. Quality tuck shop items like biscuits, sweet, juices and bakery items should be kept available
13. Sale of cigarettes is prohibited in tuck shop.
14. The contractor shall be obliged to attend in person as and when called by the committee/administration of RIC.
15. Contractor is not allowed to sub-let any facility without the prior permission of the RIC administration
16. In case substandard items are not supplied or quantity is decreased, penalty as recommended by the RIC committee shall be imposed on the contractor. If such complaint is not rectified, despite three warnings, firm will be blacklisted and security money forfeited.
17. The building, fixtures etc. will remain on charge of contractor for the period of the contract. Contractor will be responsible for repair and maintenance of the building and fixtures provided by the RIC. Contractor will replace the condemned items at his cost.
18. Contractor shall not remove any of the items given on his charge without the consent of the RIC Administration.
19. Any case of major repair/maintenance of furniture/fixtures or building or unfair wear and tear shall be the responsibility of contractor.
20. Complete manpower will be employed by contractor.
21. The serving staff should be neatly dressed up will be the personal responsibility of contractor. Uniform approved by the RIC administration will be provided by the contractor
22. Rates given in the bid will be strictly implemented by the contractor during the contract, without compromising the quality.
23. Availability of items offered by the contractor will be ensured by him during the office hours.
24. Any signage/advertisement/branding shall be decided and displayed only by RIC at the cost of contractor. The contractor shall not display any signage/advertisement/branding other than that decided by RIC. Such signage/advertisement/branding shall not be used by the contractor for any other purpose or at any other place.
25. The contractor shall not display, exhibit or offer for sale any products, goods or other articles or provide services, which are outside the ambit of the agreed range of products, or services between RIC and the contractor or which are repugnant to good morals or are of an indecent, immoral or other improper character. In coming to any determination required under this claim, it is expressly agreed that the decision of RIC shall be conclusive and absolutely binding and shall not be subject to dispute or review.
26. The contractor shall not be entitled to allow any other person(s) to occupy the premises in its stead or to use any part thereof without the written permission of RIC.
27. The Contractor shall abide by all rules and regulations, by-laws and guidelines that RIC may, from time, make or adopt or amend for the care, protection and administration of RIC and the general welfare and comfort of its visitors and employees.
28. The Contractor and its employees and agents shall be bound to comply with any instructions issued by RIC from time to time.
29. The Contractor will, during the continuance of this agreement, insure against any claim for workmen’s compensation or otherwise of all persons employed by him in connection with his business.
30. No addition/alteration at the premises may be undertaken without the prior approval of RIC. Layout and design of any proposed addition/alteration shall require prior written approval of RIC.
31. The Contractor will keep and maintain the Premises and the area in and around the Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the Agreement. Further, the Contractor shall not in any manner injure the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by RIC in any manner whatsoever.
32. In the event of any damages being caused to the Premises, intentionally or otherwise, by the Contractor, or his/her/its employees or invitees or customers, contractor shall repair the damage or make the requisite replacement at his own cost up to the satisfaction of the RIC management.
33. The Contractor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature, except as reasonably required by the Contractor for performing services under the Agreement.
34. The Contractor shall ensure that all such licenses to be applied for by the Contractor, such as Food Safety and Standards Act and including Sales Tax/VAT, are obtained as may be required under the applicable laws, and shall be solely liable for violations and contraventions respecting its business. RIC shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Contractor.
35. Contractor shall provide battery-operated emergency light and shall not store any liquid fuel
36. The Contractor, his agents and servants shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.
37. Contractor shall not to keep or cause any obstruction at the exit and escape routes in the premises under this agreement.
38. Contractor shall provide adequate number of waste bins with proper lids, in the appropriate places around the premises under this agreement.
39. Contractor shall not obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014.

**PERFORMANCE GUARANTY/ SECURITY FORM (CDR)**

To:

*[Executive Director,*

*Rawalpindi Institute of Cardiology,*

*Rawalpindi]*

Whereas *M/S \_\_\_\_\_\_\_\_* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ to supply of leasing out tuck shop / flower shop(hereinafter called “the Contract”). And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you bank guarantee, issued by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

Name of the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Father, s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of bidder / Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NIC #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Place

RIC will provide following facilities in lieu of the agreement fee:

1. Tuck shops located in the waiting areas of the ground floor near emergency.
2. Air-conditioning.
3. Fans.
4. Firefighting system.
5. Supply of electricity and water, however contractor will be responsible to provide sub-meters and will bear the cost of all monthly bills.
6. Intercom telephone.

**Tuck Shop Items**

Bidder will also provide the discounted rates of the following items separately for general public and staff:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.#** | **ITEMS** | **To be filled by the contractor** | | |
| **Unit** | **Price for Staff** | **Price for General Public** |
|  | **Beverages**  **1-Soft drinks**  1-Coca-Cola,2- Pepsi,3-Sprite  4-7up,5- Fanta,6-Mirinda-Mountin dew,  **2-Energy Drink**  1-Red Bull  2-Sting  **3-Mineral water**  1-Nestle Pure Life  2-Aquafina  3- Kinley  4-Dasani  **4-Juices (Tetra Pak**) **Nestle**  1-Mango  2-orange  3-apple  4-Peach Nectar  5- guava Nectar  6-Nestle nesfruita (all Flavors)  7-Slice mango Juice by Pepsi |  |  |  |
|  | **Assorted Biscuits**  1-LU  2-Peek Freans  3-Bisconni  **2-Cookies**  1-Oreo  2- Chips Ahoy  **3-Wafers**  1-Rite  2-Novita |  |  |  |
|  | **Bakery items**  1-Chicken Samosa  2-Shami Kabab  3-Cup Cakes  4-Dounts  5-Cream Roll |  |  |  |
|  | **Chocolates**  1-Dairy Milk  2-Dairy Milk Bubbly  3-Snickers  4-Mars  5-Bounty  6-Kitkat |  |  |  |
|  | **Crisps.**  1- Lays  2- Kurkure  3- Pringles  4-Kurleez  5-Super crisp  6-Potato Sticks  **2-Corn chips**  1-Doritos  2- Cheetos  **3-Nimco’s**  1-mixtures  **4-Nuts**  1-Roasted Peanut  2-SaltedPeanut  3- Almonds  4- Cashews |  |  |  |
|  | **Tea/Coffee**  1-Lipton Yellow Label  2-Tapal  **2-Nescafe tea**  1-Cardamom tea  2-Karak Chai  3-Kashmiri Chai  4-Hot Chocolate Tea  **3-Nescafe Coffee**  1-Cappuccino  2-Latte  3-espresso  4-Black |  |  | **The tea price will be calculated on the basis of items used** |
|  | **Sandwich**  1-Chicken Sandwich  2-Bran bread Sandwich  3-Grilled Chicken Sandwich  4-Egg Sandwich  5-Club sandwich |  |  |  |
|  | **Bread Slice**  1-Bran Bread Slices  2-Regular Bread Slices |  |  |  |
|  | **Burgers**  1-Chicken burger  2-Zinger Burger  3-Anda Shami Burger |  |  |  |
|  | **Fresh Fruits**  1-Fresh fruit Salad  2- Seasonal Fruits |  |  |  |
| 12 | Any other item proposed by the Contractor |  |  |  |

**Sign and Stamp of bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FINANCIAL PROPOSAL**

Qualified bidders with highest value of “Rent per day” worth amounting Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_” will be considered successful bidder.

|  |  |  |
| --- | --- | --- |
| **S #** | **Item** | **Estimated**  **Rent per day with all Taxes** |
| **1** | Financial bid for Renting-out of Tuck shops at RIC, Rawalpindi excluding tax deduction, freight or any other charges. | **Fixed: Rs.40,150/- daily**  Should be deposit daily in account office of RIC Rawalpindi |
| **Offer: \_\_\_\_\_%age of daily profit** |

**IMPORTANT NOTE:**

1. Firm will be bound to submit collected amount to account department of RIC at **09:00 am on daily basis**.
2. If firm failed to submit collected amount on 10 consecutive days, their contract will be canceled, performance security as well as equipment / goods will be confiscated and appropriate action will be taken as per rule.
3. Contractor bound to pay electricity charges as per sub meter reading which will be fixed by hospital management committee.
4. Firm will be bound to pay income tax, PST/ GST and also bound to pay any additional tax imposed by government.

**SCOPE OF WORK OF AUTOMATED TUCK SHOP**

A computerized or automated tuck shop refers to the integration of technology to streamline and enhance the operations of a traditional tuck shop. This can involve various technological components to automate processes, improve efficiency, and provide a better customer experience. Here's a general guide on setting up a computerized/automated tuck shop.

**SPECIAL CONDITION FOR THE FIRMS;**

1. **Point of Sale (POS) System:**

* Implement a POS system to streamline transactions and manage sales. This can include, barcode scanners, and receipt printers etc.
* Choose a POS system that integrates with inventory management to track stock levels and automatically update when items are sold. The same can be monitored by the hospital authority by providing real time link by the firm.

1. **Inventory Management:**

* Utilize inventory management software to keep track of stock levels in real-time.
* Set up automatic reordering for popular items to ensure you never run out of stock.

1. **Cashless Payment Options (Optional):**

* Offer cashless payment options, such as credit/debit card payments, mobile wallet payments etc.

1. **Digital Menu Boards:**

* Install digital menu boards that can be updated easily to display current offerings, prices etc.

1. **Security System:**

* Install security cameras to monitor the tuck shop area and deter theft. This can also help in resolving any disputes or incidents.

1. **Monitoring and Analytics:**

* Use analytics tools to track sales trends, popular items, and customer preferences. This data can help you make informed decisions about your offerings.
* The firm should take prior permission from Quality Assurance Committee of the hospital before changing any brand, (list of items to be sold is provided above).

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1. **Maintenance and Support:**

* Ensure that you have a plan for regular maintenance of the automated systems. Consider having a support system in place for any technical issues that may arise, it should be operational 24/7.

1. **Compliance and Regulations:**

* Familiarize yourself with any legal and regulatory requirements related to running an automated tuck shop, including food safety standards and data privacy regulations.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for renting out of the Tuck shops at RIC, Rawalpindi, inspected the conditions of physical infrastructure available on the site/plans and specifications of site and offer my/our acceptance to the terms and conditions contained herein in this bid document.

Name of the Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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