

Khyber Medical College, Peshawar

Contact No: 091-9221384-8

www.kmc.edu.pk



BID SOLICITATION DOCUMENTS

For

Outsourcing of KMC Canteen

2023-25

Rates will be valid till 30-06-2025

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Chairman Purchase Committee
KMC Peshawar

Administrative Officer
KMC Peshawar

Senior Finance officer
KMC Peshawar

Assistant Manager Procurement
KMC Peshawar

Incharge Canteen Committee
KMC Peshawar

INTRODUCTION:

KHYBER MEDICAL COLLEGE invites eligible firms'/ leading Food Chains to submit sealed bids for Cafeteria Services at KHYBER MEDICAL COLLEGE PESHAWAR.

A firm/consulting organization will be selected under rule 23 (b) **QUALITY AND COST BASED SELECTION** method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	17 / 08 /2023 at 11:00 AM
Closing/Last submission/Opening	29 / 08 / 2023 at 11:00 AM
Bid security	Rs. 300,000

1. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, and Rules made there-under along with Standard Bidding Documents of KMC-MTI.
2. Pre-bid meeting with the interested bidders will be held on the above mention time and date in KHYBER MEDICAL COLLEGE (KMC-MTI).
3. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder. Delay on part of the bidder or courier service shall not be entertained.
13. For any query, clarification regarding Services / Bid Solicitation Documents (BSD), the applicants may send a written request at least 5 days prior to the opening date.
14. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline Prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
10. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without bid security;
 - b. Received after the date and time fixed for bid submission;
 - c. The tender document and the bid are unsigned;
 - d. The offer is ambiguous;
 - g. Bid must be typed; hand written contents shall NOT be accepted;
 - h. Bid found in violation of condition mentioned in tender notice or BSD.
11. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.

12. No erasing / cutting etc. shall be allowed on the offer; such erasing/cutting etc. will lead to rejection of offer.
13. The bidder submitting bid in the name different from his own will be summarily rejected.
14. Any direct or indirect effort by a bidding firm to influence the committee during the process of selection of a bidder or award of contract, shall lead to rejection of its bid.

2. ELIGIBILITY CRITERIA/ EVALUATION CRITERIA FOR CAFETERIA SERVICES: -

S #	Parameters	Sub-parameters	Status
1	Legal Requirement		
		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate	Mandatory
		Registration with Khyber Pakhtunkhwa Revenue Authority	Mandatory
		Certificate on Stamp Paper for not Black Listing of Firm by any Government/Semi Government Organization.	Mandatory
		Non-Shareholder certificate, that no employee of Peshawar Institute of Cardiology is shareholder in my business	Mandatory
		Most recent Sales Tax Return from FBR last one year	Mandatory
		Bank Statement of the Firm Last 2 years	Mandatory
		Concerned Food Authority Certificate	Mandatory
	Attached the Institution Letter Head duly signed by Head of the Institution	<p>Last five years relevant experience along with satisfactory report from the Institution</p> <p>Experience of the below institutions will be considered:</p> <ul style="list-style-type: none"> I. Contract of multinational companies II. Contract of Govt. Department III. Contract of School/College/ Universities canteen 	Mandatory

Note: The minimum monthly rent for KMC Canteen Services of the whole package shall be Rs. 50,000/-.
All the bidders quoted price must be above Rs.50,000/-per month, below quoted price bids shall not be considered.

Financial Quotation

S.NO	CATEGORY	Rent (PKR) per month
1.	Rent for KMC Canteen Services Per Month	

Note: -
Financial Quotation must be on company letter head. The quoted Price must be printed and hand written quoted prices are not acceptable

3. GENERAL CONDITIONS: -

1. KMC-MTI Peshawar shall evaluate the proposal as per evaluation criteria set out in this document.
2. Alternative bid via single bid shall not be considered and shall be rejected.
3. At any time prior to the deadline for submission of bids, KMC-MTI, Peshawar may, for reason to be recorded, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by addendum. However, after bid opening no alteration in bid documents shall be allowed.
4. If a bid is not substantially responsive, it will be rejected for the said bidding.
5. KMC-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.
6. Conditional tender will not be accepted.
7. Each paper of the tender has to be signed and stamped by the authorized signatory of the firm/Bidder.
8. The bidder shall provide an undertaking that the bidder has not been declared black listed by any institution duly attested by Oath Commissioner/Notary public.
9. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the KPPRA Rules.
10. If the bidder provides details concerning his qualifications as false/incorrect or incomplete.

4. INVITATION FOR BIDS

KHYBER MEDICAL COLLEGE invites eligible firms'/ leading Food Chains to submit bid/proposal for Canteen Services at KHYBER MEDICAL COLLEGE.

A firm/consulting organization will be selected under rule 23 (b) **QUALITY AND COST BASED SELECTION** method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees three hundred thousand (Rs. 300,000/-) from each bidder in the shape of Call Deposit Receipt (CDR) in the favor of the DEAN KHYBER MEDICAL COLLEGE required to be submitted along with Bid in a sealed envelope.

The Proposal must be delivered by hand or through courier to the office of undersigned on or before **29 / 08 / 2023 at 11:00 AM**. The Proposals will be opened on the same day at **11:30 AM** in presence of bidders or their representatives.

The bidding shall be conducted through Quality and Cost based selection method **Single Stage Single Envelope**.

Pre-bid Meeting will be held on **17 / 08 / 2023 at 11:00 AM** in the conference room of KMC.

The contract period will be as per RFP of KHYBER MEDICAL COLLEGE FY 2023-25

The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

5. BID Security

Bid security from the account of the firm/bidder/contractor. Bid security @ 300,000/- in shape of Call Deposit Receipt (refundable) drawn in favor of DEAN, KHYBER MEDICAL COLLEGE (KMC-MTI) should be kept sealed in their bid/ proposal.

The bid security may be forfeited:

- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

In case of a successful Bidder, if the Bidder fails to sign the contract

a. BID VALIDITY:

- i. The bids should be valid for a period of 180 Days from the date of opening.
- ii. In exceptional circumstances, after recoding the reasons, KMC-MTI may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

6. SCOPE OF WORK

- 1 The contractor will use the area for cafeteria as specified to him.
- 2 The contractor agrees and under takes that the business activity shall be strictly in accordance with the policy of the Institution.
- 3 The Contractor further agrees and under takes that he will not undertake any business activity of the following items and services;
 - Opening and starting any business activity related to the sale and purchase of drugs and medicines in these shops.
 - He shall not start and open any business activity related to Music, Video and CDs business.
- 4 The contractor agrees and under-takes that all the electrical/electronic appliances will be provided by him and that KMC management will not be responsible for any damage caused at any time.
- 5 The successful bidder will take prior permission from the KMC Management before starting any necessary civil works in the area specified.
- 6 Contractor will pay all the utility bills i.e. electricity and gas charges.
- 7 The contractor shall be responsible for any damage(s) caused to the structure or system(s) in use and that he/she will be responsible for any fixtures required in the area allocated.
- 8 This Agreement shall be valid for a period of two (02) financial/budget Years with initial one year as probation period. this contract cannot be extended beyond 02 years. However, the PE may re-advertise in which the same institution may apply.
- 9 The contract can be terminated by procurement body on the notice of 15 days in probation period.
- 10 The procuring body shall have right to terminate this Agreement upon giving one month written notice to the other Party and without assigning any reason thereof. In the event of termination, the Parties agree to promptly settle any outstanding billings and payments due under this Agreement.
- 11 The successful contractor will deposit two months' advance rent as a security within 07 days of signing of the agreement and monthly rent up to 10th of each month, failing which the contractor will be charged Rs.1000/-per day as penalty till 20th of that month to clear the liability. After the 20th 7-days' notice including counseling and warning will be served failing which the administration will have the right/power to terminate the contract and close the business.

- 12 Rate list of the daily commodities and food shall be finalized with the approval of the College management.
- 13 Any other tax levied by the Govt. subsequent to the signing of the agreement, shall be paid by the contractor according to Govt. instructions / rules/directives.
- 14 Tender of those contractors will not be accepted who are either defaulter/ have outstanding dues of more than 3 months in any other institution or involved in any dispute / judicial proceedings or any other case with the hospital administration or any other Govt. institution.
- 15 On the expiry of contract period, the administration will be authorized to take over possession of the contract.
- 16 The call deposit of the first three bidders shall be retained till the finalization of the contract agreement. The call deposit of the unsuccessful bidders will be released / returned on the next day.
- 17 The successful contractor must execute formal contract agreement within 15 days from the date of award of the contract, failing which the bid shall stand cancelled and call deposit will be forfeited. In case of successful bidder, call deposit will be released within 15 days' subject to provision of the deposition of security.
- 18 The contractor will have to provide formal contract agreement on stamp paper of Rs.100/- duly attested by 1st class Magistrate and notary public for running of the contract.
- 19 The contractor will be responsible for cleanliness of contract area up to the required standard, failing which he may be charged Rs.1000/- per day as penalty.
- 20 The contractor should provide well behaved and well-mannered staff and will be in uniform and badges and submit the names of his workers including watchman, cleaners and other workers with full particulars i.e., NIC No. etc. to the hospital administration for record and necessary action before the contract is awarded.
- 21 Discounted rates of at least 15% shall be offered to the KMC staff and management.
- 22 No subletting of contract is allowed to a second or third party, if violated, the hospital administration reserve the right to cancel the contract agreement with the notice of one month.
- 23 After taking over of contract, the contractor will be responsible for its repair and replacement thereof in case of any sort of break down etc.
- 24 In case of any dispute, the decision of the DEAN KMC will be final and binding.
- 25 There will be proper handing / taking over of the contract charge from the DEAN administration after fulfilling the requirements of the contract. Moreover, the successful bidder will report to Building and facilities Management Department only and will not bypass the reporting line failing which disciplinary proceedings may be initiated against him.

26 The contractor if needs a separate telephone line, will use telephone on his own and no connection/facility of telephone will be provided from the hospital exchange.

7. AWARD OF CONTRACT:

All the bidders eligible/ technically qualified according to their criteria set forth in clause no. 3. The Contract shall be awarded to the eligible/ technically qualified Highest Evaluated Financial Proposal and shall be declared as winning bidder.

8. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklistment of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- o Consistent failure to provide satisfactory performances.
- o Found involved in corrupt/fraudulent practices.
- O Abandoned the place of work permanently.

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

- Accept Purchases Order / Services order terms;
- Providing services/supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- o Non execution of work as per terms & condition of contract.
- o Any unethical or unlawful professional or business behavior detrimental to good Conduct and integrity of the public procurement process.
- o Persistent and intentional violation of important conditions of contract.
- o Non-adherence to quality specifications despite being importunately pointed out.
- o Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the KHYBER MEDICAL COLLEGE -MTI, Peshawar.

Procedure for blacklistment and debarment

1. Competent authority of KHYBER MEDICAL COLLEGE-MTI, Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.

3. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
4. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
5. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
6. The order of competent authority shall be communicated to the bidder by indicating reasons.
7. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
8. The duration of debarment may vary up to five years depending upon the nature of violation.

9. REDRESSING OF GRIEVANCES

1. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
2. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint.
3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

10. CONTRACT AGREEMENT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the KMC-MTI, Peshawar duly attested by the Oath Commissioner/Notary Public.