

**LIAQUAT UNIVERSITY OF  
MEDICAL & HEALTH SCIENCES  
JAMSHORO**

**ISO9001:2008 CERTIFIED**



**TENDER PROPOSAL**

**FOR**

**CATEGORY - D**

Expression of Interest

1. Running of Masses on Rental Basis at Various Locations, LUMHS, Jamshoro.
2. Running of Shops on Rental Basis at Railway Phatak Shopping Centre, LUMHS, Jamshoro.

ISSUED TO M/S: \_\_\_\_\_

**LIAQUAT UNIVERSITY**  
**OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN**  
URL: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)

**PURCHASE & STORE SECTION**

Email: [storesection@lumhs.edu.pk](mailto:storesection@lumhs.edu.pk) “SAY NO TO CORRUPTION”

**EXPRESSION OF INTEREST**

All the interested parties / service providers / Contractors meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax and Sindh Revenue board along tax returns of last three years are invited to participate in following various Services (categories) on rental basis for the following: on “**Single Stage One Envelope**” procedure as per SPPRA Rules 2010 (amended up to date).

S.#	Name of Work	Fee	Rental Period	Earnest Money5%	Date of Purchase	Date & Time of Submission of Bids	Date& Time of Opening of Bids
<b>CATEGORY - A</b>							
1	Running of Canteens on Rental Basis at various locations, LUMHS Jamshoro.	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	03-08-2022 11:00 AM	03-08-2022 11:30 AM
2.	Running of Super Store / Mart on Rental Basis at Girls Hostel, LUMHS Jamshoro.	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	03-08-2022 11:00 AM	03-08-2022 12:00 NOON
<b>CATEGORY - B</b>							
2	Running of Medical Stores on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	04-08-2022 11:00 AM	04-08-2022 11:30AM
3	Running of General Stores on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	04-08-2022 11:00 AM	04-08-2022 12:00 NOON
<b>CATEGORY – C</b>							
4	Running of Dry Cleaners on Rental Basis at various Hostels, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	08-08-2022 11:00 AM	08-08-2022 11:30AM
5	Running of Shops on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	08-08-2022 11:00 AM	08-08-2022 12:00 NOON
<b>CATEGORY - D</b>							
6	Running of Messes on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	09-08-2022 11:00 AM	09-08-2022 11:30 AM

7	Running of various Shops on Rental Basis at Railway Phatak Shopping Centre, LUMHS, Jamshoro	2,000	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	09-08-2022 11:00 AM	09-08-2022 12:00 NOON
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The terms and conditions are given as under: -

01. The parties / caterers should have at least 02 years' successful experience of same service of any university or large organization along with satisfactory certificate issued by the department
02. Affidavit on Rs. 100/- Non Judicial Stamp Paper declaring that the firm has never been Black Listed by any Govt./Semi Govt. Autonomous body or organization.
03. Affidavit of the contractor / firm that firm is not involved in any litigation / Departmental rift / abandoned or unnecessary delay in completion or any work in the Government / Private organization.
04. Details of turnover (including in terms of rupees) at least two years that average turnover should not be less than 1.0 million per year as per annual returns & Financial status assessment, the firm is required to submit latest Bank statement along with financial transaction of last three years
05. The proposals can be purchased from office of the Incharge Purchase and Store Section or can be downloaded from University website [www.lumhs.edu.pk](http://www.lumhs.edu.pk) on the payment noted above in shape of pay Order/ demand draft (non-refundable) on any working day except the day of opening of proposal.
06. The sealed proposal on prescribed proforma alongwith earnest money in the form of Pay Order in favour of the Vice Chancellor LUMHS Jamshoro by 02-08-2022 upto 3.00 (P.M) and will be opened on as per mentioned above in respective office, in presence of the parties / caterers / bidder's representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition.
07. The Bid validity of Tender is 90 days.
08. The Bidding Shall be on Single Stage One Envelop procedure should contain proposals and (rates) in Pak Rupees alongwith Earnest Money 5% on bid amount in the shape of pay order / Demand Draft (Refundable to unsuccessful bidders) in favour of Vice Chancellor, LUMHS, Jamshoro.
09. Documents must reach on the address mentioned below,

**Address: - Chairman, Central Purchase Committee / Additional Director, IPRS, LUMHS Jamshoro**

Telephone No. : 022-9213350

E-mail Address : [storesection@lumhs.edu.pk](mailto:storesection@lumhs.edu.pk)

9. The Procuring Agency may reject / cancelled any or all applications subject to the relevant provisions of Sindh Public Procurement Rules 2010 amended up to date.
10. Applicants of blacklisted firms shall not be considered.

Chairman,  
Central Procurement Committee,  
LUMHS Jamshoro

## BIDDING DATA FOR CATEGORY D

- (a) **Name & Address of the Procuring Agency:** LIAQUAT UNIVERSITY OF MEDICAL AND HEALTH SCIENCES, JAMSHORO.
- (b) **Brief Description of Works:**
1. **Running of Messes on Rental Basis at Various Locations, LUMHS, Jamshoro.**
  2. **Running of Shops on Rental Basis at Railway Phatak Shopping Centre, LUMHS, Jamshoro.**
- (c) **Amount of Bid Security:** 5% of Total Annual Rent offered.
- (d) **Performance Security Deposit:** 10% of Total Annual Rent offered.
- (e) **Period of Bid Validity:** 90 days
- (f) **Deadline of submission of Bids along with time:** As notified in NIT
- (g) **Venue, Date & Time of Bid Opening:** As notified in NIT
- (h) **Time for Completion from written order of Commencement:** 12 Months (One Year)
- (i) **Stamp Duty:** 0.35% or notified by the Govt. Of Sindh, will be paid by successful bidder as stamp duty.

(j) **EligibilityCriteria**

- (i) 02 years' relevant work experience as a contractor.
- (ii) Contractor must have work experience in any other government department.
- (iii) Turn-over of last two years that average turnover of last three years should not be less than one(01)million.
- (iv) Registration with Federal Board of Revenue(FBR), for Income Tax and Sales Tax Registration with the Sindh Revenue Board(SRB) for procurement of services
- (v) An Affidavit on Stamp Paper that the firm has never been Blacklisted
- (vi) Contract will be awarded who offer higher monthly rent on terms & conditions mentioned in the bidding documents
- (vii) In case of extension of contract for further one year rent will be increased by10%.

(k) **SelectionCriteria**

Eligible / Qualified Bidders who will offer the highest Annual/ Monthly Rent will be selected /recommended for award of contract.

**(l) Other Terms & Conditions:**

**(a) Under following conditions bid can be rejected;**

- (i) Partial/Incomplete/Conditional bid and bid without earnest money/Bid security shall not be considered .
- (ii) Bids not accompanied by bid security of 5% Total Annual Rent offered.
- (iii) Bids should not be received after specific date and time.
- (iv) Bid must be signed, named & stamped by the authorized person of the firm / Company along with authorized letter.
- (v) Black listed firms/companies will not be entertained.
- (vi) Bidders are advised that before filling the bidding documents all pages of bidding documents should be carefully checked. If any page(s)/paper(s) of bidding documents are found missing that can be downloaded from the official website of this University and SPPRA, and can also be obtained from the Incharge, Purchase & Store Section, LUMHS, Jamshoro.
- (vii) Bidders are required to provide their valid E-mail IDs and Contact numbers(s) for effective and timely communication

**(m) Responsive Bidder is required to submit following documents with their bid:**

- (i) 02 years' relevant work experience as a Contractor. (Provide credible documentary evidence)
- (ii) List of similar assignments completed in any other government department. (Attach list of present and past clients)
- (iii) Financial Statement and income tax returns for the last 03 years as per FBR records
- (iv) Turn-over of at least two years that average turnover of last three years should not be less than Rs. One (01) million.
- (v) Copy of CNIC / Establishment of Firm / Company etc.
- (vi) Proof of Registration of NTN and SRB.

For any query and clarification about this tender, bidder may contact the Incharge, Purchase Store Section LUMHS in working hours.

**LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES JAMSHORO.**

**ProformatobefilledbytheContractor**

**NameoftheCompany/Contractor:** \_\_\_\_\_

**DateofEstablishment:** \_\_\_\_\_

**CorporateStatus:** \_\_\_\_\_

**Owner / Proprietor / MD /  
CEName:** \_\_\_\_\_

**OwnerCNICNo.** \_\_\_\_\_

**MailingAddress:** \_\_\_\_\_

**ContactNo(s).** \_\_\_\_\_

**CellNo(s).** \_\_\_\_\_

**EmailAddress:** \_\_\_\_\_

**NTNNo.** \_\_\_\_\_

**SSTNo.** \_\_\_\_\_

**BankName&AccountNo.** \_\_\_\_\_

**AnnualRentOffered** **RsinFigure** \_\_\_\_\_

**Rsin Word** \_\_\_\_\_

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<b>Company'sStamp</b>	<b>Signature</b>

## **TERMS AND CONDITIONS OF CONTRACT**

### **LUMHS JAMSHORO CATEGORY –D**

1. Contractor will bring/provide the following items/accessories:
  - a. Deep Freezer & Refrigerator;
  - b. Micro-wave Oven;
  - c. Chips boiler machine with Chip Cutter;
  - d. Glass showcase/reception counter for display of items;
  - e. Good quality of Crockery as per requirement.
  - f. Replacement of Filters of water coolers
  - g. Cleaning of masses / shops properly
2. University will provide the following facilities:
  - a. Space for shops
  - b. Furniture & Fixture (for messes).
  - c. Water (without any charges)
3. Contractor shall pay bill for the electricity / Gas consumed on monthly basis as per meter consumption of units reflected at meter which is to be charged at the Tariff rate.
4. All the (applicable) government taxes (income tax / Sindh sales tax (if applicable) paid by contractor as per govt notification issued time to time.
5. Contractor will be responsible for repair maintenance of Furniture, electric, sanitary Fixtures and equipment etc if any damage.
6. Masses / Shops will be kept on daily schedule provide by Registrar LUMHS Jamshoro,
7. The Contractor for running of Masses / Shops on Rental basis 10% security deposit will remain to the University as Security and will be refund on the expiry of contract, after deduction for damage or loss if any.
8. The contractor will maintain quality of food and services up-to the satisfaction of the management / food and service committee. However, a penalty up-to maximum to Rs.5000/- per complaint on masses / shops rental will be imposed subject to the verification by the management / food and service committee.



9. The contract will be for a term of equivalent of academic Medical Education (MBBS and BDS ) and Others batches for one year subject to satisfactory performance, if extension will remain for second year rent shall be increased annually @ 10% per annum on amount last year paid. Contractor shall pay rent to LUMHS on monthly basis through Pay order / Demand Draft in favour of Vice Chancellor, LUMHS, Jamshoro on or before day 5<sup>th</sup> of each month in advance according to English Calendar.

10. Management / food and service committee reserves the right to Terminate the contract at any time on 30 days' notice subject to continues complains & provide substandard services as observed by food and service committee. However, the contractor will give 01-month notice in writing if he desires to vacate the masses / shops before the expiry of the contract otherwise security deposit will be forfeited.

### 11. Quality and Service.

- a) Oil should be used of better quality (Soya supreme or equivalent). No recycled oil for any cooked items shall be allowed.
- b) Contractor will ensure to serve fresh food items at all times i.e. breakfast, lunch and dinner.
- c) Fresh Milk will be used for Tea.
- d) Fresh Vegetable will be used for Meal.
- e) Management / Food and Service Committee and Contractor will mutually decide rates of items, which are not included in price list.
- f) The service boys / waiters looking good & healthy appearance at any time in proper approved uniform dress.
- g) Contractor will be responsible for cleaning, dusting of premises and washing of Chairs / Tables of masses and washrooms
- h) To display the rate list at the Entrance and counter.
- i) Contractor will be responsible for following the covid-19 SOPs as government orders
- j) Fresh chicken will be used for pizza and patties

12. Contractor will be responsible for keeping the entire masses / store premises neat and clean. A penalty of **Rs. 5,000/-** will be charged if any complaint will be noted during the surprise visit of the management.

13. The contractor will not be allowed to sub-let the work to any other firm(s) / person(s) or contractor(s).

14. The proposed rate list is attached

15. Market rate of general items i.e. mineral water, juices, cold drink, biscuit etc. be used and no excess rates be accepted.

16. Maintenance of all kitchen equipment.
17. Store pick-up of all kitchen material on a daily basis and/or as and when required.
18. Closing of the Kitchen after duly checking all equipments like Gas valve, Electrical Equipment, etc
19. Strictly adhering to the Fumigation and other cleanings schedules as decided by the management from time to time
20. Opening of the kitchen for Breakfast, checking the working of all the equipment. Preparation and pick-up of breakfast as per the menu of the day at the specified time.
21. Checking the quality and quantity of all the raw materials (perishable and non-perishable) that are to be received and used in the kitchen.
22. Preparation and pick-up of staff food (breakfast, lunch and dinner) as per the menu of the day.
23. Preparation and pick-up of lunch and dinner if any, either for Conferences or any guest orders from the masses / shops
24. Supervising the periodic cleaning of the kitchen during the day.
25. Maintaining the workplace in a clean and hygienic manner.
26. Weekly cleaning of all upholstered furniture, periodic shampooing, high dusting and skirting, cleaning as required.
27. Cleaning of masses / shops area to be done thrice daily (after breakfast + after lunch and dinner).
28. Public Toilets to be cleaned twice during the day.
29. It is clearly agreed and understood that all staff deputed by contractor for this contract will be fulfilling the age criteria as per the Labour Act of Government of Sindh.
30. The Contractor/Firm will abide by all instructions / suggestions etc., given to you either by the Monitoring Committee / Incharge or any other person nominated by the Vice Chancellor/Registrar regarding the services to be rendered under this contract
31. This contract is initially for one year extendable for one year and it may be terminated earlier by either side by giving 30 days' notice. However, University reserves right to terminate this contract earlier without assigning any reason and notice thereof. If the services are unsatisfactory at any time, we reserve the right to withhold any or part payments that are to be made to you.
32. In case of any dispute, the decision of the Vice-Chancellor will be final.
33. For all legal disputes and Jurisdiction is Jamshoro/Kotri.

**List of Items for which rates are required**

<b>S.No</b>	<b>Items</b>	<b>Maximum Rate</b>	<b>Quoted Rate</b>	<b>Remarks</b>
1	Chinese Rice (Single plate)	80		
2	Chine Biranai(Single plate)	80		
3	Chine Pulaeo(Single plate)	80		
4	White Rice(Single plate)	50		
5	Chicken (Plate)	90		
6	Chicken Quorma (Plate)	90		
7	Dal Fry (Plate)	70		
8	Vegetable (Plate)	70		
9	Finger Chips	50		
10	Chicken Kofta	80		
11	Chicken Kabab	60		
12	Partha	30		
13	Tea	30		
14	Egg Amlet	40		
15	Egg Full & Half Fry	50		
16	Chapati	15		

## Financial Proposal of Rent Schedule

### 1. Running of Messes on Rental Basis at Various Locations, LUMHS, Jamshoro.

S.NO	NAME OF WORK / Location	RATE PER MONTH	RATE PER YEAR (PER Month RATE X12)	TOTAL
	<b>BOYS HOSTELS</b>			
01.	Mess at IBN-E SINA Boys Hostel, LUMHS, Jamshoro.			
02.	Mess at AL-BERUNI Boys Hostel, LUMHS, Jamshoro.			
03.	Mess at AL-RAZI Boys Hostel, LUMHS, Jamshoro.			
04.	Mess at MALE NURSING Hostel, LUMHS, Jamshoro.			
05.	Mess at BMC Boys Hostel, LUMHS, Jamshoro.			
	<b>GIRLS HOSTELS</b>			
01.	Mess at AISHA SIDDIQUA Girls Hostel, LUMHS, Jamshoro.			
02.	Mess at ZAIBUNISA Girls Hostel, LUMHS, Jamshoro.			
03.	Mess at PROF RAZIA ANSARI Girls Hostel, LUMHS, Jamshoro.			
04.	Mess at SYEDA FATIMA TUL ZUHERA Girls Hostel, LUMHS, Jamshoro.			
05.	Mess at RIDA FATIMA Girls Hostel, LUMHS, Jamshoro.			
Note: <b>Highest Evaluated</b> bid(s) will be accepted.				

#### NOTE:

- Minimum rent of the Boys Mess is Rs. 30,000/- Bids received for less than minimum rent will not be considered selection of suitable party will be made purely on merit basis.
- Minimum rent of the Girls Mess is Rs. 50,000/- Bids received for less than minimum rent will not be considered selection of suitable party will be made purely on merit basis.

#### **ANNUALRENT OFFERED(IN WORDS)**

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Signatureofcontractor & seal

SignatureofChairman Central Purchase  
Committee

## Financial Proposal of Rent Schedule

2. Running of Shops on Rental Basis at Railway Phatak Shopping Centre, LUMHS, Jamshoro.

<b>S.NO</b>	<b>NAME OF WORK / Location</b>	<b>RATE PER MONTH</b>	<b>RATE PER YEAR (PER Month RATE X12)</b>	<b>TOTAL</b>
01.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 1)			
02.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 2)			
03.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 3)			
04.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 4)			
05.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 5)			
06.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 6)			
07.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 7)			
08.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 8)			
09.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 9)			
10.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 10)			
11.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 11)			
12.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 12)			
13.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 13)			

14.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 14)			
15.	Shop at Railway Phatak Shopping Centre, LUMHS Jamshoro (Shop No. 15)			
Note: <b>Highest Evaluated”</b> bid(s) will be accepted.				

**NOTE: Minimum rent of the Shop Rs. 10,000/- Bids received for less than minimum rent will not be considered selection of suitable party will be made purely on merit basis.**

***ANNUALRENT OFFERED(IN WORDS)***

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Signatureofcontractor & seal

Signatureof Chairman Central Purchase  
Committee

**BID EVALUATION CRITERIA**

<b>S. No.</b>	<b>Details</b>	<b>Maximum Marks</b>	<b>Contractor Marks</b>
<b>1</b>	Relevant Experience in Messes / shops / Hotels Management for two years (10marks for each one year)	40	
<b>2</b>	Financial Capabilities (Evidence of Cash in Hand, Credit, current Bank Balance) Bank account statement for last Three years (20 Marks for each one year)	40	
<b>3</b>	Understanding of Assignment for operation, running and maintenance of the messes / shops / store (10 Marks)	20	
<b>4</b>	Proposed Methodology for operations of the messes / shops (10 Marks)	20	

**Note: Minimum 60 marks should be obtained by the bidder for technical qualification**

# FORM OF PERFORMANCE SECURITY

(Bank Guarantee/Insurance Bond)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

Name of Guarantor (Bank/Approved Insurance Company) with address: \_\_\_\_\_

Name of Principal (Contractor) with address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and figures)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the "Owner") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Owner, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Owner's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original term of the said Documents and any extension thereof that may be granted by the Owner, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Sub-Clause 8.7, Project Condition at End of Term,, , of Conditions of Contract are fulfilled.



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

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

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

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

\_\_\_\_\_  
Guarantor (Bank/Approved Insurance Co.)

Witness:

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

Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the Owner) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Owner has agreed to give advance to the Contractor, at the Contractor's request, an amount of \_\_\_\_\_ (Rs. \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Owner has asked the Contractor to furnish Guarantee to secure advance payment for performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Owner agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Owner for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Owner shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Owner to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return his Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

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

Witness:

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

Signature\_\_\_\_\_

\_\_\_\_\_  
CorporateSecretary(Seal)

Name\_\_\_\_\_

Title\_\_\_\_\_

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

\_\_\_\_\_  
Name,Title&Address

\_\_\_\_\_  
CorporateGuarantor(Seal)

## **CONTRACT AGREEMENT**

THIS AGREEMENT made the day of 20 between **Liaquat University of Medical & Health Sciences Jamshoro** (hereinafter called "the Procuring agency") of the one part and **M/s.** \_\_\_\_\_ ("hereinafter called the Contractor"), of the other part:

WHEREAS the Procuring agency invited bids from interested contractors to run \_\_\_\_\_ **on Rental Basis at LUMHS vide Tender No. LUMHS/PSS/1910/ 2022-23** and has accepted a bid on the terms and conditions hereinafter appearing to run the Messes / Shops in the sum of **Rs.** \_\_\_\_\_ (hereinafter called "the Contract Price").

### **NOW THIS INDENTURE WITNESSETH AS UNDER:**

The contract shall be applicable for a period of One (01) Year with effect from the date of signing of contract. It can be renewable for another year by mutual agreement based on terms and conditions as stated in this bidding document. Such extension is subjected upon satisfactory performance and by approval of competent authority. However, the contract may be terminated by the Procuring agency without assigning any reason at anytime on 30 days' notice.

A. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of Contract referred to.

B. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) Bidding Documents;
- b) Contract Agreement;
- c) Letter of Acceptance/Notification forward of work;
- d) Work Order;
- f) The Price Schedule submitted by the Bidder;
- g) The Fixed items rate list;

C. In consideration of the payments to be made to the Procuring agency by the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring agency to provide the services against the space occupied and to remedy defects therein in conformity in all respects with the provisions of the Contract.

1. That the Contractor shall provide good quality items to the students and staff of LUMHS University, Jamshoro in accordance with the rates and specifications approved by the University's Central Purchase Committee in the schedule.
2. That the Contractor will provide the list of working staff along with their CNIC copies. All the working staff must be vaccinated against COVID-19.
3. That the contractor is liable to get the University pass made for him /her and his/ her staff.
4. All the (applicable) government taxes (income tax / Sindh sales tax (if applicable) paid by contractor.
5. That the Employment of child labor is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
6. That the contractor shall be responsible for the **conduct and behavior** of his staff. The staff/service boys should keep themselves neat and clean. The staff appointed should have the basic knowledge of personal hygiene.
7. That the University's Committee shall visit periodically to check and inspect and contractor will be bound to follow the recommendations and guidelines of the committee.
8. That the Contractor will be responsible for any damages to the equipment and for the repair and maintenance of Furniture & Fixtures if any damages is caused by him. If such damage is done by students, the contractor is bound to report immediately to Registrar LUMHS Jamshoro
9. That the contractor shall operate the messes / shops during working days as per the schedule provided by the concerned department/ Registrar Office & as per the University policy. However, it must be opened for faculty and admin staff during vacations / semester breaks.
10. That the Contractor has to submit **10% of total Annual Rent offered as a Performance Security deposit** in shape of Call Deposit/Pay order/Bank Guarantee issued by any scheduled bank of Pakistani in favor of LUMHS University Jamshoro which will be held and returned after the expiry of contract, after deduction for damage or loss if any or arrears of rent and utilities.
11. That the Contractor will pay monthly rent **Rs. \_\_\_\_\_** as on **1<sup>st</sup> week of each month** in advance to Director Finance LUMHS Jamshoro.
12. The Contractor shall be applicable for a period one (01) year. It can be extended by mutual agreement based on terms and conditions as stated in the bidding document and contract agreement signed by both parties. However, such extension is subjected upon satisfactory performance and by approval of competent authority.
13. The further extension of one year annual contract increased in the rent will be 10% per annum.
14. That the Contractor shall pay bill for the electricity / Gas consumed on monthly basis as per meter consumption to be charged at the Tariff rate paid by LUMHS or SSGC/HESCO.
15. That the contractor will not be allowed to sublet the work to any other firm (s) / person (s) or contractor(s).
16. That the University's Management shall not be responsible in any way for the safety of the articles belonging to the Contractor. The contractor himself is responsible for the safety of his articles belonging to him.

17. That the, in case of failing to fulfill any of the obligations of the contract at any time during the contract period, action deemed fit including termination of contract/ black listing of the firm/ forfeiting of the security money shall be taken by the Management against the contractor.
18. That the inventory of electric fitting is the responsibility of the University which shall be verified by the Contractor.
19. That the contractor shall not use the space and infrastructure for marketing of any product without getting approval from University Management.
20. That the contractor will report immediately to Registrar LUMHS about any political and religious activities i.e. Poster, Panaflex, etc. in the messes / shops premises.
21. Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the deed of contract or any other questions, matters or things arising out of the terms of the contractor after the expiry or termination of the contract due to some other reason, shall be referred to the Vice Chancellor of LUMHS University, Jamshoro for arbitration in the manner provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his words which shall be final, conclusive and shall be binding on the parties hereto.
22. LUMHS University is a “SMOKEFREECAMPUS”, hence sale and use of tobacco is prohibited.
23. That the Contractor will abide by all the above clauses of the agreement & the instructions which will be issued from time to time by the University Management, in case of the failure / violation, the minor / major penalty may be imposed recommended by the University’s Committee and by the approval of Competent Authority accordingly.

**Signature of the Contractor**

**Signature of the Procuring Agency**

\_\_\_\_\_  
**Signature & Stamp**

Authorized Person:

Designation:

\_\_\_\_\_  
**Signature & Stamp**

Authorized Person:

Designation:

**WITNESS:**

**WITNESS:**

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

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

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

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