



**BIDDING, DOCUMENTS FOR OPERATIONS AND EXECUTION OF RENT  
AGREEMENT REGARDING DANA PANI CANTEEN AT NATIONAL INSTITUTE  
OF HEALTH, ISLAMABAD DUE ON 10.03.2025 at 11.00 A.M.**

**Terms and Conditions:**

Below is a draft of Tender Terms and Conditions for the Operations of Dana Pani Canteen at NIH, Islamabad, following PPRA (Public Procurement Regulatory Authority) rules and incorporating international best practices:

1. Client for this bid is "The National Institute of Health (NIH), Islamabad".
2. National Institute of Health (NIH), Islamabad (hereinafter referred to as "NIH"), invites sealed bids from eligible contractors/operators based on single stage single envelope procedure (PPRA) for the development, maintenance, and operation of DANA PANI Canteen located adjacent to DRAP building within the premises of, NIH, Park Road, Chakshahzad Islamabad.
3. Sealed tenders on F.O.R NIH Islamabad basis are invited for the Operations Contract for Restaurant: Dana Pani Canteen at NIH, Islamabad as per attached Tender Enquiry, due on 10.03.2025 at 11.00 a.m. The tender will be opened on the same day at 11.30 a.m. in the Conference Room of this Institute. No tender will be considered after due date and time. Unsealed tenders will not be considered and accepted.
4. **Single Stage Single Envelope procedure will be adopted as per PPRA Rules.**
5. Existing Dana Pani Canteen along with Green Area including Cabin and Cabin & Shed may be utilized by the bidder/contractor as premises of the Canteen.
6. The minimum monthly rent of Dana Pani Canteen will be determined by NIH and disclosed before the auction if seems appropriate by purchase and procurement committee.
7. Bids below the reserve monthly rent of premises will not be entertained.
8. The contract will be awarded on a "rental basis\*\*" in compliance with the terms and conditions defined.
9. Ownership of Land and Infrastructure of the Dana Pani Canteen Premises will always remain as the property of NIH.
10. Contract period will be of the five years which will extendable for further three years on the following Terms and Conditions:-

- (a) Performance of the contractors remained satisfactory throughout five years tendency. Contractor performance is satisfactory throughout 5 years.
  - (b) Contractor did not found in litigation with NIH during tendency period.
  - (C) Contractor is compliance all terms and conditions throughout the tendency period.
11. Bidders must submit their proposed monthly rent of the premises including all costs and taxes.
12. The bidder must include the amount of monthly rent by the contractor as willing to pay for Dana Pani Canteen.
13. Annual Rental Increase: A 10% increase will be applied annually to the running monthly rental amount in each year.
14. The Contractor will be bound to pay monthly rent as in advance before the [5th day] of each month.
15. The successful bidder (Contractor) will be responsible for:
- (a) Designing renovating and maintaining high-quality standard of Dana Pani Space/Canteen.
  - (b) Ensuring regularly opening, keep up, maintaining and operational throughout the contract period.
  - (c) Effectively managing Dana Pani Canteen by Contractor.
  - (d) Providing adequate security personnel, surveillance systems/security cameras and lighting.
  - (e) Contract between both parties must adhere to terms and conditions, PPRA Rules and ensuring compliance with of terms and conditions contract and will be applicable environmental and labour laws.
  - (f) All utilities facility will be provided by the concerned Government Department in the name of NIH and monthly utilities charges will be paid by the Contractor, however, meters will be on the name of NIH. Keeping in view of land and infrastructure is with NIH. Any remaining dues and official cost of meter installation should be paid by NIH which will be deducted from the monthly rent or security amount.
  - (g) If contractor required any changing in the premises then he will get prior written permission from NIH, Islamabad.
  - (h) The Contractor shall use the Dana Pani Canteen only for the purpose specified in the rental agreement and it should be within ethical, moral, legal, social bounds and should not violate the terms and conditions of agreement as well as code of conduct as per federal government rules.
  - (i) The contractor shall ensure all maintenance related works and cleanliness of the Dana Pani premises in all respects, and it will be responsibility of the contractor in all respects.
  - (j) Contractor will not go for any litigation.

- (k) Lighting or any other fixtures and maintenance are the responsibility of contractor. Government-govt. installation charges for electric meter will be adjusted in the first month's rent.
- (l) Govt. installation charges for electric meters will be adjusted in the first month's rent; also, any outstanding dues will be adjusted in the monthly rent only in case the proper documentary proof is provided to the NIH Estate Office.

#### 16. ELIGIBILITY CRITERIA:

- (a) Registration: Bidders must be registered entities in security & exchange commission of Pakistan and provide proof of registration with relevant authorities in Pakistan i.e FBR (Federal) NTN active status on the date of opening of bid and FBR (Federal) STRN active status on the date of opening of bid.
- (b) Bidder must attach a cover letter with the bid containing details of content of the bid.
- (c) Contract must have valid firm/business registered with FBR on the same name which is shown on the FBR portal.
- (d) Bids on the individual's name will be rejected.
- (e) Bidders must demonstrate financial capacity to develop and maintain the infrastructure and the bidder should provide bank statement for period of one year from January, 2024 to December, 2024 showing annual transactions i.e both deposits and withdrawals should be more than 5 million as per Form B or TORs. Account should be on company's name either sole proprietor or other forms of Companies.
- (f) An affidavit must be provided in which contractor has mentioned that the firm has never been blacklisted from any government or private institution and bank defaulter.
- (g) In case any of the above mentioned criteria are not fulfilled then bid will not be considered.

#### 17. BID EVALUATION CRITERIA:

- (a) The contract will be awarded to the highest evaluated responsive bidder offering the highest monthly rental amount, provided all other terms and conditions are met and mandatory requirements are fulfilled especially regarding annual turnover or transactions.
- (b) NIH reserves the right to reject any or all bidders as per PPRA Rules.
- (c) Successful bidder will be bound to pay the security amount in advance equal to 03 times monthly rent which will be refundable after deduction of utilities bills and outstanding monthly rent after expiry of the contract period.

- (d) NIH reserves the right to reject any or all bids as per PPRA Rules.

#### 18. PAYMENT CRITERIA:

- (a) The Contractor, will pay the agreed monthly rental amount to NIH by the 5th of each month.
- (b) Late payments will result in unsatisfactory performance and will be recorded and in case of default in payments of one month rent then contract will be cancelled and no reason/justification will be accepted in any case.
- (c) The Bidder/Contractor will bear utility charges (electricity, water, gas, etc.) and any applicable taxes as per government rules including property tax if applicable etc. and CDA Charges like Water, Sanitation.
- (d) There will be a yearly increase of 10 percent in the rental price for Dana Pani Canteen which is implemented on the same month every year in which contract agreement was signed.

#### 19. MONITORING AND PERFORMANCE:

- (a) NIH will conduct annual performance evaluations based on:
  - (i) Facility maintenance and cleanliness.
  - (ii) Compliance with contractual terms and regulatory standards.

#### 20. FORCE MAJEURE:

- (a) Neither party shall be liable for any failure to fulfill contractual obligations due to circumstances beyond their control, including natural disasters, acts of terrorism, or governmental restrictions.

#### 21. TERMINATION CLAUSE:

- (a) NIH reserves the right to terminate the contract one month prior to written notice in case of:
  - (i). Non-compliance with the contract terms and conditions.
  - (ii) Unsatisfactory performance or negligence by the Contractor.
- (b) Contract will automatically be terminated without anybody's approval if default contractor monthly payment has not been made for one month.
- (c) The Contractor may terminate the agreement with one month prior to notice, subject to NIH's approval.

22. Any disputes arising out of this tender or contract will be resolved amicably between both parties.

23. Following are the details regarding tender:

S.No.	Subject	Details
1.	Employer	National Institute of Health, Islamabad
2.	Employer's Representative	Estate Officer, NIH
3.	Bid purchase Venue, Cost and Procedure	Office of DDO, Finance Division of this Institute. Price of the bidding documents is Rs.1000/- (Rupees one thousand only) per set. A request on company's letterhead is required with cash amount/pay order to be submitted. This advertisement is also available on PPRA website at www.ppra.org.pk. This bid is also available on EPADS system.
4.	Terms and Conditions	All terms and conditions are to be duly signed by the bidder and submitted with the bid. Bid will not be accepted without authorized signature and stamp on terms and conditions which ensure compliance with the TORs in the future and TORs will be made part of the contract.
5.	Amount of Bid Security	A Bidder is required to deposit, along with its Bid, a bid security of Rs.200,000/- Rupees Two Lac only) (the “ <b>Bid Security</b> ”), refundable failing which bid will not be entertained. The bidder will have an option to provide Bid Security in the form of a demand draft or payment order acceptable to the client.
6.	Bid submission instructions	<p>The bidder shall also clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.</p> <p>Each envelope shall be addressed to:</p> <ul style="list-style-type: none"> <li>- The Director Purchase and Procurement, <b>National Institute of Health, Chak-Shahzad, Islamabad Ph: 051-9255239</b></li> <li>- Email</li> <li>- <a href="mailto:Purchaseprocurement58@gmail.com">Purchaseprocurement58@gmail.com</a></li> </ul> <p>If the envelopes are not sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.</p> <p><b><u>Bids are to be submitted on EPADS and in Hard Form.</u></b></p>

7.	Bid submission Date & time	Bids needs to be submitted in soft form on EPADS and also in Hard Form till 10.03.2026 at 11.00 a.m in the office of Director Purchase & Procurement.
8.	Bids submission Venue	The bids, prepared in accordance with the instructions in the bidding documents, must reach at National Institute of Health, Chak-Shahzad, Islamabad in the office of Director Purchase and Procurement.
9.	Bid opening Date & time	10.03.2025 at 11.30 a.m
10.	Bid opening Venue	Conference Room, NIH, Islamabad
11.	Bid Rejection	<p>Notwithstanding anything contained in this RFP, the Employer reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.</p> <p>The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.</p>
12.	Performance Security	Successful bidder will have to submit performance security equal to three months of the agreed rent within seven days of issuance of letter of intent and it should be valid till 30 days after of termination of contract in the name of Executive Director, National Institute of Health, Islamabad.
13.	Bid Validity Period	120 Days
14.	Time Period of Contract	5 years, Extendable to 3 more years.
15.	Grace Period	<b>Grace period of one months</b> after signing contract agreement is to be allowed in which no rent will be collected from the contractor. However, grace period will be included in the overall contract agreement period i.e 5 years.

24. Late submission will not be entertained.

25. NIH reserves the right to verify all information provided by bidders.

26. Incomplete or falsified submissions will lead to disqualification.

27. All expenses related to the preparation and submission of bids is the responsibility of bidders.
28. The supplier/contractor shall have to obey all the instructions issued to him from time to time by the CEO, NIH, Islamabad or his authorized officer in connection with contract.
29. The CEO, NIH is the final authority to decide any dispute and problem if any during contract period and thereafter, the decision of the Chief Executive Officer shall be final and binding on the supplier/contractor.
30. Any other clarification, if required, can be obtained from Purchase & Procurement Department of this Institute. Conditional or incomplete tenders will not be accepted.
31. The tender of those bidders whose bid found unrealistic will not be considered.
32. No bidder shall submit more than one Bid for the Project. A Bidder bidding individually shall not be entitled to submit another bid.
33. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting feasibility along their bids.
34. Bidders requiring any clarification on the RFP may notify the Employer in writing or by fax or by e-mail. The Employer shall endeavor to respond to the queries by letter or e-mail. The Employer will forward all the queries and its responses thereof, to all bidders without identifying the source of queries.
35. The Employer shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
36. The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal Clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.
37. At any time prior to the Bid Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
38. The sealed envelope should be marked and **“Operations of Dana Pani Canteen”** on the left corner of the envelope and put in the relevant tender box placed in the **office of the Director (P&P), NIH, Islamabad.**

39. **All the firms are directed to quote their bids/rates on online portal EPADS as well as original bid/rates must be submitted in hard form in Purchase and Procurement Department, otherwise bid will not be entertained. Contractor must be registered with PPRA EPADS portal.**

Director  
Purchase & Procurement  
National Institute of Health  
Islamabad

**ACCEPTANCE CERTIFICATE BY THE BIDDER**

We have read the contents of the terms and conditions (from S.No.1-39) carefully for participating in the tender of NIH Islamabad and accepted & agreed to abide by all terms and conditions prescribed above in case our tender is accepted.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_

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

Seal of firm: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

40. **FINANCIAL BID:**

- (a) Currency Pak Rupees.
- (b) All rates must be exclusive of GST.
- (c) Monthly Rates should be entered in the bid.
- (d) Any other rates or mis-printing or wrong input of rates will be considered as it is and will not be charges afterwards and bid will be rejected if filled rates are not understandable.
- (e) This page is to be signed and stamped along with all other pages of terms and conditions.

Sr. No.	DANA PANI	MONTHLY RENT FOR DANA PANI
1.	DANA PANI CANTEEN AREA of approximately 30,000sft. of covered area to be operationalized, maintained and development to be done by contractor (will remain property of NIH in all cases)	

**CERTIFICATE:**

- 1. I hereby confirm to have read the terms and conditions of your tender form due date of tender from S. No. 1-40.
- 2. I agree to abide by all the instructions/conditions.
- 3. I accept that if the required security is not furnished or our offer is found lacking in any of the requirement of your tender, it shall be ignored.
- 4. I hereby confirm to adhere to decision of Administration of Institute in case of any dispute.

Name of Contractor \_\_\_\_\_.

Signature of Contractor \_\_\_\_\_.

Stamp

# **FORMS**

FORM A: Contract Agreement will be based on TORs

FORM B: FINANCIAL CAPABILITY

*All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder/Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past five years. Use a separate sheet for each partner of a joint venture.*

Annual Turn Over

(Attach bank statements as proof for the bid)

Year	2024 (Jan to Dec)
Total withdrawals (in actual currency)	
Total Deposits (in actual currency)	

