

Request for Proposal (RFP)

**Design, Construction, Furnishing, Operation &
Maintenance
Of a Cafeteria Facility at**

**COMSATS Institute of Information Technology,
Sahiwal**

1.1.1 Disclaimer

- i. Any information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Bidder, whether verbally, documentary or in any other form by the COMSATS Institute of Information Technology (the “Employer”) or any of its employees or advisors on its behalf, is solely for the purpose of participating in the Bid Process against the EOI advertised by the Employer, on the terms and conditions set out in this RFP and such other terms and conditions as mutually agreed after successful negotiations with the qualifying Bidder(s).
- ii. This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for them in making their technical and financial offers (Bids) pursuant to this RFP.
- iii. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- iv. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- v. The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- vi. The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- viii. The issue of this RFP does not imply that the Employer is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- ix. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 COMSATS Institute of Information Technology (CIIT), hereinafter (the “**Employer**”) is a multi-campus public sector higher education institution. Its Sahiwal Campus located at COMSATS Road, Off G.T. Road, was established in January 2007. At present, the campus enrolls more than 3000 students and employs a human resource of about 600 personnel including its faculty, officers and staff. It is spread over a land area of 36 acres.
- 1.1.2 The Employer intends to provide safe, hygienic, affordable and comfortable eating and drinking facility to its students, staff and faculty under Public-Private Partnership (PPP) arrangements. For this purpose the Employer has solicited EOIs from interested parties/bidders for the design, development, construction, furnishing, operation and maintenance of a “**Purpose Built Café**” facility/building (the “**Project**”) for students and faculty/staff on Build, Operate and Transfer (the “**BOT**”) basis.
- 1.1.3 As per the Pakistan Engineering Council (PEC), BOT is a contractual arrangement whereby the project proponent undertakes the construct including financing for a given infrastructure facility and its operation and maintenance thereof. The project proponent operates the facility over a fixed term during which it is allowed to charge facility users appropriate tolls, fees, rentals and charges not exceeding those proposed in its bid or as negotiated and incorporated in the contract to enable the project proponent to recover its investment and operating and maintenance expenses in the project. The project proponent transfers the facility to the Employer at the end of the fixed term.
- 1.1.4 The qualified Bidder (the “**Concessionaire**”), undertakes to incorporate as such prior to execution of the Concession Agreement that it shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Concession Agreement (the “**Concession Agreement**”) to be entered into between the qualified Bidder and the Employer.
- 1.1.5 Accordingly, the Employer issues this Request for Proposals (RFP) inviting interested local/foreign firms/companies to submit proposals for construction, furnishing, operation & maintenance of a cafeteria facility at its premises located at **COMSATS Road, Off G.T. Road, Sahiwal**, under BOT arrangements and in conformity with Public Procurement Regulatory Authority (PPRA) Rules.
- 1.1.6 The statements and explanations contained in this **Request for Proposal** (the “**RFP**”) are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or

- 1.1.7 Contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.8 The scope of work will broadly include **designing, construction, furnishing operation and Maintenance of a purpose built café facility** inside the premises of the Employer for the use of its students, staff and faculty.
- 1.1.9 The Employer shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Employer (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the “**Bid Due Date**”).

1.2 Salient Features of the Project

- 1.2.1 The project comprises of designing, construction, furnishing, operation and maintenance of a state of the art cafeteria facility for the staff, faculty and students of the Employer and for general public visiting the premises of the Employer.
- 1.2.2 The procurement process is to be taken up in Public Private Partnership Mode under Build, Operate and Transfer basis.
- 1.2.3 The procurement process shall be on the strategy of Lowest Concession Period offered by the technically qualified bidder.
- 1.2.4 The basic details on which the project is to be developed consist of the following:
- i) Location: COMSATS Institute of Information Technology, Sahiwal, COMSATS Road, Off G.T. Road, Sahiwal.
 - ii) Approximate Land Area: 1 Acres
 - iii) Capacity : Approximately 500 persons
 - iv) Seating Arrangement: Separate for Faculty and students
 - v) Seating Style: Mixed (open air and covered)
 - vi) Structure: single/two level, R.C.C. structure
 - vii) Air Conditioning: Covered seating hall for 500 people to be air conditioned
 - viii) Kitchen: Spacious Kitchen with Stainless steel working tops as per international standards
 - ix) Equipment/Utensils: Latest and state of the art cooking equipment and utensils to be provided
 - x) Furnishing: Modern and durable furniture to be provided inside the covered all as well as in adjacent lawns and open seating areas
 - xi) Land use : No outside commercial activity allowed
 - xii) Entry/Exit: Provision of at least two or more entry/exit points
 - xiii) Security: Sufficient number of security cameras to be installed at the facility
 - xiv) Fire Safety: Adequate fire-fighting system to be installed for the detection of fire
 - xv) Others: Washrooms/Security Rooms are also to be constructed

1.3 Design Considerations

1.3.1 The design of the project should take into consideration the following aspects:

- i) The project should be in conformity with the current construction practices and modern requirements.
- ii) Overall concept of the project design should be able to accommodate modular extension and should stand with ever changing technological, socio-economic pattern and demand of the people.
- iii) The architecture should be trendsetter for other similar projects.
- iv) Basic amenities/utilities for the building must be carefully planned to meet the requirements for the life span of building.
- v) Planning should be modular and flexible for changing requirements of users.
- vi) Will be designed from reputed structured engineer and will provide structure stability certificate.
- vii) Adequate provision for lighting and ventilation.
- viii) The structural elements should conform to the standards and specifications as per the prudent practices.
- ix) The structural design of the building should be earthquake resistant as per requirements of the seismic zone, in accordance with the prevailing building codes and in conformity to building & town planning regulations.
- x) The electric power supply and distribution system shall include wiring and equipment for general and special lighting, socket outlets, telephone and call bell system. The entire electrical installations shall be carried out in accordance with the standards and prudent practices.
- xi) All essential services such as electric power supply, lighting installations, telephone system, stand-by power supply system, fire alarm system, water supply & drainage system, etc. shall be effectively ensured in the building.

1.4 Responsibilities of the Concessionaire

- i) The Concessionaire shall construct, manage, operate and maintain the cafeteria facility to the best of its ability and in accordance with all valid government laws and regulations concerning the same.
- ii) The Concessionaire shall be responsible for the maintenance of the building, adjacent lawns, entries, exits, stairs, elevators, peripheral areas, which includes daily removal of debris and garbage from these areas, installation/replacement of bulbs, tube lights, repairs & maintenance of all equipment, machineries, gadgets etc., as and when needed.
- iii) Concessionaire shall make available such suitable facilities and services as may be reasonably required for the efficient operation of the facility. Such facilities and services shall include but shall not be limited to the provision of necessary service staff/personnel (including a full time facility manager, on-site supervisor, cashier and uniformed attendants), furniture, equipment together with such seating; washing and other facilities may be required.
- iv) The Concessionaire shall also provide and run, at its own expense, any all equipment, consumables etc., including but not limited to generator, its fuel, UPS etc., necessary for the proper and efficient operation of the facility.

- v) During the Concession period, the Concessionaire shall, from time to time, meet the Employer to discuss and agree guidelines for the successful operation of the facility and following such agreement the Concessionaire shall operate the facility within such guidelines.
- vi) The Concessionaire shall operate the facility in accordance with all environmental and other local laws and regulations in force and shall comply with any changes in such laws and regulations and with any new laws and regulations.
- vii) The Concessionaire shall provide food, eatables, drinkables and other incidental services and facilities to the facility users at such affordable rates as agreed from time to time with the Employer.
- viii) Concessionaire shall also manage the provision of food and incidental services and Facilities to the students residing in Employer's hostels at such rates, hours and locations as the Employer and the Concessionaire shall mutually determine.
- ix) The Concessionaire shall also participate in the Events/Catering services as required by the Employer from time to time subject to the condition that the rates provided by the Concessionaire for rendering such services are comparable and competitive to the rates provided for such services by other vendors/service providers.
- x) The Concessionaire shall be required to maintain high standards of service delivery made available for sale at the facility. The quality of equipment and consumables used in the facility shall be checked as and when required by the Employer.
- xi) The Concessionaire shall be required to maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the facility and for waste collection and disposal.
- xii) The Concessionaire shall be responsible for the operation of all equipment, machineries, gadgets etc. placed and/or installed in the facility.
- xiii) The Concessionaire is required to have the on-site supervision/periodical inspection of the structure
- xiv) The Concessionaire shall notify CIIT with reasonable promptness, of any unusual condition which may develop in the operation of the facility or to the facility as such, but not limited to, fire, breakage or casualty.
- xv) The Concessionaire shall involve the Client in selection of furniture, cutlery and crockery to maintain the standard.
- xvi) The Concessionaire shall be obligated to hire services of professional consultants for detailed designing including structural design and supervision of the construction in line with prudent engineering practices.

1.5 Revenue Base

- i) Collection of Fee/Charges from the users of the facility against food, eatables, drinkables and other incidental services and facilities at such menus, rates, times and locations as agreed from time to time with the Employer
- ii) Income from managing provision of food and incidental services and facilities to the Students residing in Employer's hostels at such rates, hours and locations as the Employer and the Concessionaire shall mutually determine.
- iii) Income from participation in the Events/Catering services as required by the Employer from time to time.

2. BIDDING PROCESS

2.1 Brief Description of the Bidding Process

- 2.1.1 The Employer has adopted a single-stage, two envelopes process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the “Financial Proposal” and the “Technical Proposal”;
- 2.1.2 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- 2.1.3 Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened;
- 2.1.4 **Technical Proposal** shall cover the Bidder’s technical and financial capability concerning experience, management techniques, operation plans, appropriateness, standing, liabilities, funding, arrangement of guarantees etc., with special reference to operation and maintenance of a cafeteria/restaurant facility or similar nature business.

Technical Details;

Experience of Firm / Qualifications of Key Personnel

- a. Experience in relevant field/similar nature business
- b. Key personnel to be involved in the project

Overall Business Plan & Services Proposal

- a. Appropriateness and Innovation
- b. Quality and Professionalism

Overall Operational Proposals

- a. Operation Plan
- b. Security Plan
- c. Management Plan
- d. Maintenance Plan

Financial Details;

Evidence of Financial Standings

- a. Bank Statements, showing the financial stability of the Firm
- b. Details of works in- hand/executed with cost

Financial Stability Proofs

- a. Audited Financial Statements
- b. Tax Returns
- c. Financial worthiness certificate

Legal Affairs

- a. Details of Encumbrances
- b. Contingent Liabilities
- c. Outstanding Claims

Financing Arrangements

- a. Means of Funding for initial investments
- b. Funding potential of operating expenses

Arrangements for Bonds/Guarantees.

- a. Means of arrangements for performance bonds
- b. Means of arrangements for bank guarantees

- 2.1.5 **Financial Proposal** shall, as offered on the prescribed Bid Form at Appendix II, shall comprise of the **Fixed BOT/Concession Period** for the Project for which the Concessionaire/qualified bidder shall operate the facility during which it is allowed to charge facility users appropriate fees, rentals and charges as negotiated and incorporated in the contract to enable the qualified bidder/concessionaire to recover its investment and operating and maintenance expenses in the project. The concessionaire shall transfer the facility to the Employer at the end of this fixed term
- 2.1.6 A Bidder is required to deposit, along with its Bid, a bid security of Rs.50,000/- (Rupees Fifty Thousand Only) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Qualified Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or payment order acceptable to the Employer, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.2 Qualifying Criteria

- 2.2.1 The Technical Proposal (consisting Technical & Financial Details) and Financial Proposal should be submitted in two separate sealed envelopes, which are to be clearly marked as "**Technical Proposal**" and "**Financial Proposal**".
- 2.2.2 The bids securing overall 70 marks, 35 in each part of the Technical Proposal (Technical Details and Financial Details) as mentioned in Evaluation Criteria (Appendix III), shall be declared as Technically Qualified Bids for opening their Financial Proposals, which shall be opened publicly in the presence of those qualified bidders, who wish to be present at the time of opening, for which the bidders would be informed in advance about the time, date and venue.

- 2.2.3 The bidder with Lowest Concession / BOT period to CIIT, as per the **“Financial Proposal”** amongst all the qualified bidders will be declared as **“the Successful Bidder”**, after the approval of the Competent Authority. In this RFP, the term “Highest Bidder” shall mean the Bidder who is seeking the lowest BOT/Concession period for the project.
- 2.2.4 Generally, the bidder with Lowest Concession / BOT period shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case, such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the employer may, either invite fresh Bids or annul the Bidding Process.
- 2.2.5 The completed Bid and/or any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the office/officer designated in Clause 3.8.3 below.

3. INSTRUCTIONS TO THE BIDDERS

A. GENERAL

3.1 General Terms of Bidding

- 3.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually shall not be entitled to submit another bid.
- 3.1.2. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting feasibility along their Bids.
- 3.1.3. The Bid should be furnished in the format at Appendix-I, and signed by the Bidder's authorized signatory.
- 3.1.4. The Bidder shall deposit a Bid Security of Rs.50,000/- (Rupees fifty thousand only) in accordance with the provisions of Clause 3.14 of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee.
- 3.1.5. The validity period of the Payment Order or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 3.1.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.7. The documents including this RFP and all attached documents, provided by the Employer are and shall remain or become the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply to Bids and all other documents submitted by the Bidders, and the Employer will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.1.8. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall forfeit the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, *inter alia*, the time, cost and effort of the Employer, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.

3.1.9 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the issuance of the Letter of Award (LOA) and/or execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Employer, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Employer may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Employer being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

3.1.10 This RFP is not transferable.

3.3 Cost of Bidding

3.2.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.2 Verification and Disqualification

3.3.1 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer hereunder.

3.3.2 The Employer reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Employer, the Supplemental information sought by the Employer for evaluation of the Bid.

3.3.3 Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Employer reserves the right to:

- (a) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.3.3 and 4.3.4; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Process.

- 3.3.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Employer, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Selected Bidder or the Concessionaire, as the case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Employer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

3.4 Contents of the RFP

- 3.4.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below.

Invitation for Bids

| | |
|------------|-----------------------------|
| Section 1. | Introduction |
| Section 2. | Instructions to Bidders |
| Section 3. | Bidding Process |
| Section 4. | Evaluation of Bids |
| Section 5. | Fraud and Corrupt Practices |
| Section 6. | Miscellaneous |

Appendices

| | |
|------|--------------------------------------|
| I. | Letter and forms comprising the Bid |
| II. | Letter and Forms of Financial Bid |
| III. | Evaluation Criteria of Technical Bid |

3.5 Clarifications

- 3.5.1 Bidders requiring any clarification on the RFP may notify the Employer in writing or by fax and 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 thereto, to all Bidders without identifying the source of queries.
- 3.5.2 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.

- 3.5.3 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.

3.6 Amendment of RFP

- 3.6.1 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.
- 3.6.2 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

3.7 Format and Signing of Bid

- 3.7.1 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.7.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.8 Sealing and Marking of Bids

- 3.8.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID FOR DESIGN, CONSTRUCTION, FURNISHING OPERATION AND MAINTENANCE OF CAFETERIA FACILITY AT CIIT SAHIWAL".
- 3.8.2 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.
- 3.8.3 Each envelope shall be addressed to:

Deputy Registrar
COMSATS Institute of Information Technology,
COMSATS Road, Off G.T. Road, Sahiwal.
Ph. 040-4305001-5, Fax: 040-4305006
Email: adeel@ciitsahiwal.edu.pk

3.8.4 If the envelopes are not sealed and marked as instructed above, the Employer 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.

3.8.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.9 Bid Due Date

3.9.1 Bids should be submitted before 1100 hours PST on the Bid Due Date at the address provided in Clause 3.8.3 in the manner and form as detailed in this RFP.

3.9.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.6.2 uniformly for all Bidders.

3.10 Modifications/ Substitution/ Withdrawal of Bids

3.10.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Employer prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.10.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.8.1, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

3.10.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

3.11 Rejection of Bids

3.11.1 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 reasons thereof. In the event that the Employer rejects or annuls all the Bids, it may, call fresh Bids hereunder.

3.11.2 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.

3.12 Validity of Bids

3.12.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Employer.

3.13 Confidentiality

3.13.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to, or matters arising out of, or concerning the Bidding Process.

- 3.13.2 The Employer will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.
- 3.13.3 The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer or as may be required by law or in connection with any legal process.

D. BID SECURITY

3.14 Bid Security

- 3.14.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 3.1.4 and 3.1.5 hereinabove in the form of a demand draft or payment order issued by a nationalized bank, or a Scheduled Bank in Pakistan, in favor of the Employer and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time.
- 3.14.2 The Employer shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 3.14.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Employer as non-responsive.
- 3.14.4 The Bid Security of unsuccessful Bidders will be returned by the Employer, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Employer, and in any case within 60 (sixty) days from the Bid Due Date.
- 3.14.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing Performance Guarantee/ Security in accordance with the provisions thereof.
- 3.14.6 The Employer shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 3.14.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.14.7 The Bid Security shall be forfeited and appropriated by the Employer as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, *inter alia*, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RF And as extended by mutual consent of the respective Bidder(s) and the Employer;
- (d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period as provided or Prescribed therefore in the Concession Agreement; or
 - (iv) in case the Selected Bidder, having signed the Concession Agreement, Commits any breach thereof prior to furnishing the Performance Security.

4. EVALUATION OF BIDS

4.1 Opening and Evaluation of Bids

4.1.1 The Employer shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 3.8.3 and in the presence of the Bidders who choose to attend.

4.1.2 The Employer will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4.

4.2 Tests of responsiveness

4.2.1 Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 3.2 of this RFP;
- (c) it is signed, sealed, bound together and marked as stipulated in Clauses 3.7 and 3.8;
- (d) it is accompanied by the Bid Security as specified in Clause 3.14;
- (e) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

4.2.2 The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bid.

4.3 Selection of Bidder

4.3.1 The Bidder whose Bid is adjusted as responsive in terms of Cause 4.2.1 and who quotes the lowest BOT period shall be declared as the selected Bidder (the **“Selected Bidder”**). In the event that the Employer rejects or annuls all Bids it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

4.3.2 In the event that two or more Bidders quote the same BOT/Concession Period (the **“Tie Bidders”**), the Employer shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

4.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **“first round of bidding”**), the Employer may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **“second round of bidding”**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding

Shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

- 4.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 4.3.3, the Employer may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidder Bidders except the Highest of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 4.3.5 After selection, a Letter of Award (the “LOA”) shall be issued, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 4.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in the LOA.
- 4.3.7 If the successful bidder fails to sign the Concession Agreement within specified time, this failure shall constitute a breach of contract, cause for annulment of the award, the forfeiture of any deposit or funds placed as security and other such remedies as the Employer may take under the rules and applicable laws. The Employer may, in its sole discretion, may consider to award the Contract to another bidder placed as second in the merit.
- 4.3.8 The Concessionaire shall have following responsibilities in the Concession Agreement
- (a) The Concessionaire shall be responsible to pay all utility bills such as Telephone, Electricity, Water & Sewerage, Conservancy, Fire etc. or any other tax levied by the Government, from time to time, as per prevailing taxation policy and Laws of the Government.
 - (b) Insurance: The Concessionaire on his sole discretion, cost and expense, during the term of the Agreement shall obtain insurance for damages, destruction to equipment and injury to employees and third party liability.
 - (c) The concessionaire shall appoint at its own expense a supervisor who shall act as primary contact person with Concessionaire. The Concessionaire shall appoint a focal person with sufficient authority to deal with matters pursuant to this Agreement and ensure on a day to day basis the efficient and safe operation of the café facility.

- (d) The Concessionaire shall maintain the café facility in good condition, maintaining high standard and prudent practices, including periodic maintenance, repairs, refurbishment and replacement of furniture/equipment, necessary for efficient operation of the facility. Failure to do so in the opinion of the Employer will invoke notice to operator and if not rectified within reasonable time, the Employer may carry out the required work and its cost to be borne by the Concessionaire. The maintenance & housekeeping, security, lighting etc. are included in this contract.
- (e) The Concessionaire shall not assign, transfer or substitute such rights or obligations to anyone. In case any task or part of work is to be sub-contracted the same shall be placed before the Employer for its prior approval.
- (f) Transfer of property to the Employer upon expiry of the Concession Period shall include all physical assets, sub-contracts/agreements signed by the Concessionaire with business, trade, employees. The Concessionaire shall remain liable for all obligations and liabilities for the continuing sub-contracts not covered by the clause. In any case the Concessionaire will hand over the café facility in properly maintained/operated condition and thereafter will cease to have any liability for its maintenance.
- (g) The Contractor shall submit upon receipt of the LOA and before signing of the Agreement, Performance Bond in shape of Bank Guarantee from any Scheduled Bank equal to ten percent (10%) of the estimated cost of construction, valid for two (02) years construction period, and for any extension thereto.
- (h) The Concessionaire shall arrange telephone, generator etc. or any other utility, as needed without any financial implication on the Employer.

4.4 Contacts during Bid Evaluation

- 4.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested bidding parties are advised to refrain, save and except as required under the Documents, from contacting by any means, the Employer and/or its employees/representatives on matters related to the Bids under consideration.

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Employer may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder/Concessionaire if it determines that the Bidder/Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding documents and/or the Concession Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the Employer under Clause 5.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Concession Agreement, or otherwise if a Bidder/Concessionaire is found to have directly or indirectly or through an agent, engaged or indulged in any such practice as precisely defined in Clause 5.3 hereunder, during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder/Concessionaire is found to have engaged or indulged in such practice.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process; or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the Employer in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Pakistan.
- 6.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Employer by, on behalf of, and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

APPENDICES

2 APPENDIX-I

2.1.1 I-(a) LETTER COMPRISING THE BID

Date:

The
Director,
COMSATS Institute of Information Technology,
COMSATS Road, Off G.T. Road
Sahiwal

Subject: **EOI for the “Design, Construction, Furnishing, Operation and Maintenance of a Cafeteria Facility at CIIT Sahiwal” under Build, Operate and Transfer (BOT) Arrangements**

Dear Sir,

1. With reference to your advertisement for seeking Expression of Interest (EOI) for the subject Project, I/we, having examined the Request for Proposal (RFP) document including terms and conditions of bidding and having understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I /We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. I/We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/We acknowledge the right of the Employer to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public organization nor have had any contract terminated by any public organization for breach on our part.
6. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
7. I/We hereby declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest in accordance with Clause 3.1.8 of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector Enterprise or any government;

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders,

9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

12. I/We offer a Bid Security of Rs.25,000/- (Rupees twenty five thousand only) to the Employer in accordance with the RFP Document, which is attached herewith in the form of a Demand Draft/Payment Order bearing No..... dated, drawn at

13. I/We agree and understand that the Bid is subject to the provisions of the RFP/Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us our Bid is not opened or rejected.

14. The BOT/Concession Period for the Project has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of cost and users of the cafeteria facility and after a careful assessment of all the conditions that may affect the Project cost and implementation of the Project.

15. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof. I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully

Date: (Signature, name and designation of the Employer signatory)

Place: Name and seal of Bidders/Lead Member

2.1.2 I-(b) FORM OF CORPORATE PROFILE

1. General Information

1.1 Name: -----

1.2 Registered Office Address: -----

1.3 Authorized Representative's
Name and Address in Pakistan -----

1.4 Telephone: -----

Fax: Email. -----

2. Type of Organization

Single Proprietorship -----

Partnership -----

Corporation -----

Joint Venture (Specify partners) -----

[Attach additional sheets for each Joint Ventures partner]

Other (Specify) -----

Date of Incorporation -----

[Attach Articles of Incorporation]

3. Technical and Managerial Experience

3.1 Summary of Firm's Experience

- a) In managing and operating building and/or land development works.
- b) In managing and operating hospitality related businesses.
- c) In other relevant activities.
- d) Existing working and operating in Pakistan.

3.2 Listing of on-going relevant projects (Indicate Dates and Scope)

- a) Main projects.
- b) Real estate and land development.
- c) Hospitality/restaurants/cafeterias.
- d) Types of services offered.
- e) Other relevant services.

3.3 Financing arrangement for this project

- a) Financing from own resources.
- b) Financing own plus lenders.
- c) Financing own plus market Viz. financing firms, persons etc.

I-(c) DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY

Use a separate sheet for each contract.

| | |
|-----|--|
| 1. | Name of Contract Country |
| 2. | Name of Employer |
| 3. | Employer Address |
| 4. | Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify |
| 5. | Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture |
| 6. | Value of the total contract (in PKR) at completion, or at date of award for current contract PKR..... |
| 7. | Date of Award |
| 8. | Date of Completion |
| 9. | Contract Duration (Years and Months)YearsMonths |
| 10. | Specified Requirements |

I-(d) FORM OF RESUME FOR KEY MANAGEMENT PERSONNEL

Name: -----

Nationality: -----

Age: -----

Educational Qualification: -----

Proposed Position: -----

Proposed Location: -----

Experience Record: -----

Name: -----

Nationality: -----

Age: -----

Educational Qualification: -----

Proposed Position: -----

Proposed Location: -----

Experience Record: -----

Name: -----

Nationality: -----

Age: -----

Educational Qualification: -----

Proposed Position: -----

Proposed Location: -----

Experience Record: -----

I-(e) BANKING INFORMATION

Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

| | | | |
|---------------|------------------------|-------|----------------|
| Banker | Name of banker | | |
| | Address of banker | | |
| | Contact name and title | | |
| | Telephone: | Cell: | Fax: |
| | | | |

I-(f) 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 Turnover

| Year | Turnover (in actual currency) | Equivalent Rupees in Millions. |
|------|----------------------------------|-----------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous five years, based upon known commitments, projected assets and liabilities in pak Rupees equivalent for the next two years.

| Financial information in Pak Rs. or equivalent | Actual: previous five year | | | | | Projected: next two years | |
|---|-------------------------------|---|---|---|---|------------------------------|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. Total assets | | | | | | | |
| 2. Current assets | | | | | | | |
| 3. Total liabilities | | | | | | | |
| 4. Current liabilities | | | | | | | |
| 5. Profits before taxes | | | | | | | |
| 6. Profits after taxes | | | | | | | |

Note: Please include available banking credit line and working capital.

APPENDIX-II

II-(a) FORWARDING LETTER OF FINANCIAL BID

[Location, Date]

The
Director,
COMSATS Institute of Information Technology,
COMSATS Road, Off G.T. Road,
Sahiwal

Dear Sir,

1. I/We, the undersigned, hereby submit our Financial Bid for Design, Construction, Furnishing, Operation and Maintenance of a Cafeteria Facility at CIIT Sahiwal in accordance with your Request for Proposal dated [Date] and our Technical Proposal.
2. Our Financial Bids/Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the Bid validity period.
3. I/We understand that you are not bound to accept any Bid/Proposal you receive.

Yours sincerely,

[Authorized signature(s)]
Name and Title of Signatory
Name of Firm
Address

II-(b) FORM OF FINANCIAL BID

[All costs to be entered in Pak Rs. million]

| | |
|---|--|
| Capital/Investment Cost on establishment of a Café Facility | |
| Construction of Building | |
| Land Development/allied works | |
| Furnishing | |
| Equipment | |
| Miscellaneous | |
| Total Capital Cost | |
| Total Annual Revenue Expected from sales | |
| Concession/BOT Period Offered | |
| Total Annual Operational Expense | |
| BOT/CONCESSION PERIOD OFFERED IN THIS BID | |
| TOTAL EXPECTED REVENUE EARNED DURING CONCESSION PERIOD | |
| TOTAL EXPECTED OPERATIONAL EXPENSE DURING CONCESSION PERIOD | |

II-(c) BUSINESS PLAN FOR THE CONCESSION PERIOD:

[Please attach a Business Plan with your Financial Proposal showing the following parameters]

- Organizational structure and number of staff by category.
- Staff recruitment and training plans.
- Proposed quality control procedures.
- Budget and Sales Analysis for the entire Concession Period showing Expenditures including fixed and variable costs and Revenues from sales of eatables and other services offered by the Employer in the RFP Document.

APPENDIX-III

EVALUATION CRITERIA

| S. # | CRITERIA | MAX. MARKS | MARKS SECURED |
|------|---|--------------|---------------------------|
| A | <u>TECHNICAL DETAILS:</u> | | <i>[for official use]</i> |
| 1 | Experience (e.g. establishment of firm)/Qualification (of Key Personnel): | | |
| | a - Experience of various works (preferably operation and/or construction of cafeteria/restaurant/hospitality buildings and/or similar business) b - Key Personnel to be involved in facility operations(bio-data/qualification proof) | 10 10 | |
| 2 | Overall Business Plan & Services Proposal: | | |
| | a - Appropriateness and Innovation. b - Quality and Professionalism. | 7.5 7.5 | |
| 3 | Overall Operational Proposals: | | |
| | a - Operational Plan. | 5 | |
| | b - Management Plan. | 5 | |
| | c - House-keeping Proposal. | 5 | |
| | Sub Total (Technical Details): | 50 | |
| B | <u>FINANCIAL DETAILS:</u> | | |
| 1 | Evidence Relating to Financial Standings. | 10 | |
| 2 | Financial Stability Proof: | | |
| | a - Audited Financial Statements (last 3 Yrs.) | 5 | |
| | b - Income-Tax Returns (last 3 years). | 5 | |
| | c - Financial worthiness Certificate etc. | 5 | |
| 3 | Legal Affairs: | | |
| | a - Details of any Encumbrance(s). | 2.5 | |
| | b - Contingent Liabilities. | 2.5 | |
| | c - Outstanding Claims (that may materially affect the Financial position of the bidder). | 2.5 | |
| 4 | Financing Arrangements: | | |
| | a - Means of Funding for Initial Investments. b - Funding Potential for Operating Expenses. | 5 5 | |
| 5 | Proposed Arrangements for securing Performance Bond/Bank Guarantee. | 7.5 | |
| | Sub-total (Financial Details): | 50 | |
| | GRAND TOTAL: | 100 | |