



Bidding Documents

Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi

(National Open Competitive Bidding under Single Stage Two Envelope Procedure of PPR-2004)

October 2023



General Services Unit, SBP Banking Services Corporation (SBP BSC)
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SBP BANKING SERVICES CORPORATION

Invitation to Bid (ITB)

ITB No. RWP-GSU/Canteen Services/ 057334 /2023

SBP Banking Services Corporation , Rawalpindi office office invites sealed bids from eligible Bidders registered with relevant tax authorities and who appear on the Active Taxpayers List of FBR for the ***Procurement of Services of a Canteen Contractor for SBP Banking Services Corporation, Rawalpindi*** for a period of one (01) year and extendable for two (02) more years (on annual basis) subject to mutual consent and satisfactory services.

Bidding Documents containing detailed 'Description of Services, Terms & Conditions, etc.' can be obtained free of cost via email request at GSU-Helpdesk-Rwp@sbp.org.pk along with the NTN registration certificate or downloaded directly from the SBP website www.sbp.org.pk & www.ppra.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents, including any addenda posted on the State Bank of Pakistan website, shall prevail.

A Pre-Bid meeting will be held via Zoom Meeting Applications on **November 01, 2023 at 11:00 AM**. The Meeting ID & Passcode are given in the Bidding Documents.

The bids prepared in accordance with the instructions provided in the Bidding documents must be submitted in a hard copy (in person or by post) on or before **November 15, 2023 at 03:00 PM**, which shall be opened on the same day at **03:30 PM** at the Office of Chief Manager, 1st Floor Old Building, SBP Banking Services Corporation, The Mall, Rawalpindi, in the presence of representatives of bidders who may choose to be present. This advertisement is also available on websites: www.sbp.org.pk & www.ppra.org.pk

Chief Manager

1st Floor old building,
SBP Banking Services Corporation,
The Mall, Rawalpindi
Telephone: 051-9273610
Email: GSU-Helpdesk-Rwp@sbp.org.pk



SECTION II – INSTRUCTIONS TO BIDDERS

A. Introduction	
1. Scope of Bid	1.1. SBP Banking Services Corporation , Rawalpindi office having its principal place of business as defined in Bid Data Sheet, hereinafter called the “Bank”, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) “Single stage two envelopes procedure” of PPR-2004 for “Procurement of Services of a Canteen Contractor for SBP Banking Services Corporation, Rawalpindi office” as detailed in the Bidding Documents. 1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).
2. Eligible Bidders	2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all Bidders who meet the qualification criteria given in Bidding Documents. 2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid. 2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding. 2.4. A Bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules-2004 (PPR-2004), shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan. 2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any Bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process. 2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request. 2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.
3. Qualification of the Bidder	3.1. All Bidders shall provide, Form of Bid and Qualification Information, as required in BDS.



A. Introduction	
	3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet. 3.3. To qualify for the award of the Contract, Bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.
4. One Bid per Bidder	4.1. Each Bidder shall submit only one Bid.
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case will be held responsible or liable for those costs.
6. Visit to Bank's Premises	6.1. If the conditions so permit, the Bank may allow Bidder to visit the Bank premises and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting shall be at the Bidder's own expense. 6.2. If the conditions so permit, the Bank will arrange for the Bidder and any of its personnel or agents to gain access to the relevant premises to observe the activities that may help them in preparing their bids more competitive, provided that the Bidder gives the Bank adequate notice of a proposed visit of at least seven (07) days prior to deadline for submission of bids. Alternatively, the Bank may organize a visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a visit will not be a cause for its disqualification. 6.3. No visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. Bidding Documents	
7. Content of Bidding Documents	7.1. The contents of the Bidding Documents subscribe to Rule 23 of PPR-2004 are given below. These should be read in conjunction with any addendum issued under ITB Clause 8: i. Invitation to Bid ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms for Technical Proposal vi. Bid Evaluation Criteria vii. Forms for Financial Proposal viii. Form of Contract ix. General Conditions of Contract (GCC) x. Special Conditions of Contract (SCC)



B. Bidding Documents	
	xi. Description of Services xii. Format of Security Forms 7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 7.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
8. Clarification of Bidding Documents and Pre-bid Meeting	8.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. 8.2. The Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.
9. Amendment of Bidding Documents	9.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document. 9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid. 9.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.



C. Preparation of Bids	
10. Language of Bid	10.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Bank shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
11. Documents Comprising the Bid	11.1. The bid submitted by the Bidder shall comprise the following: i. Forms for Technical Proposal under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Proposal under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original vi. Authorisation in accordance with the Clause 16 of ITB. vii. Any other materials/ services required to be completed and submitted by Bidders, as specified in the Bid Data Sheet.
12. Bid Prices	12.1. The Contract shall be executed for the Services, as described in the Appendix A & B of the contract. 12.2. The Bidder shall quote rates and prices for all items of Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule. 12.3. All duties, indirect taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Tax Authorities. 12.4. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of the General Conditions of Contract and/or Special Conditions of Contract.
13. Currencies of Bid and Payment	13.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Bank would be in Pak Rupees.



C. Preparation of Bids	
14. Bid Validity	14.1. Bids shall remain valid for a period specified in the BDS. 14.2. In exceptional circumstances, Bank may request the Bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of extension, and in compliance with ITB Clause 14 in all respects.
15. Bid Security	15.1. The bid security shall be denominated in the currency of the bid: i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank; ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission; iii. be payable promptly upon written demand by the Bank; iv. be submitted in its original form; copies will not be accepted; v. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 14.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful Bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the authority letter for receiving the instrument. viii. the most advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee. ix. the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of Bank. 15.2. The bid security may be forfeited: i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. In the case of Most Advantageous Bidder, if the Bidder fails to sign the Contract under ITB Clause 31.4 or fails to provide Performance Guarantee.



C. Preparation of Bids	
16. Format and Signing of Bid	16.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as “ORIGINAL BID” and “COPY NO. 1.” In the event of any discrepancy between them, the originally submitted hardcopy shall prevail. 16.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. . The authorization must be in writing and included in the bid under ITB Clause 11.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall put signatures on all pages of the bid, except for the un-amended printed literature. 16.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

D. Submission of Bids	
17. Sealing and Marking of Bids	17.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [Number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].” 17.2. In addition to the identification required in Sub-Clause 17.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 19. 17.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.
18. Deadline for Submission of Bids	18.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS. 18.2. Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 9, in which case all rights and obligations of Bank and the Bidders previously subject to the original deadline will then be subject to the new deadline.



D. Submission of Bids	
19. Late Bids	19.1. Any Bid received (through an authorized representative or courier/postal service) by Bank after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder.
20. Modification and Withdrawal of Bids	20.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 18. 20.2. No bid can be modified after the deadline for submission of bids. 20.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.

E. Bid Opening and Evaluation	
21. Bid Opening	21.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS. 21.2. For in person meeting, the Bidders' representatives shall sign an attendance sheet as proof of their participation.
22. Process to Be Confidential	22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent. 22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.
23. Clarification of Bids	23.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1. The Bank will examine the bids to determine whether; i. they are complete, ii. bid validity is provided accordingly,



E. Bid Opening and Evaluation	
	iii. required bid security have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Proposal under Section III and relevant documents under Section IV 24.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. 24.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected. 24.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. 24.5. Bids submitted late will also be rejected.
25. Correction of Errors	25.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: i. if there is a discrepancy between prices exclusive of tax and the total price that is obtained by adding the exclusive of tax price and tax amount, the price exclusive of tax shall prevail, and the total price shall be corrected; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. 25.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
26. Evaluation and Comparison of Bids	26.1. The Technical Proposals of the only qualified Bidders after preliminary examination under ITB Clause 24, shall be examined in detail. 26.2. The Bank will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 24.2 of ITB to 24.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, Bank will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: i. Making any correction for arithmetic errors pursuant to Sub-



E. Bid Opening and Evaluation	
	Clause 25.2 of ITB hereof. ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening. 26.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria. 26.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 26.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.
27. Contacting the Bank	27.1. Subject to Clause 23 of ITB heretofore, no Bidder shall contact the Bank on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by Bank. The evaluation results shall be announced as under: i. Technical Evaluation Report/Results would be posted for seven (7) days on State Bank of Pakistan's website/shared with participating Bidders. ii. Financial / Final Evaluation Report would be posted on PPRA and SBP websites for fifteen (15) days. 27.2. Any Bidder feeling aggrieved by any act of Bank may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.

F. Award of Contract	
28. Award Criteria	28.1. The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant, who has offered the lowest evaluated cost, and emerged as the most advantageous Bidder. Provided further that the Bidder is determined to perform the contract satisfactorily.
29. Bank's Right to Reject all the Bids	29.1. Bank reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, but Bank will not be liable to provide any



F. Award of Contract	
	justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the Bidders.
30. Bank's Right to Vary Inputs/ Outputs at Time of Award	30.1. Bank reserves the right at the time of award of contract to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004 .
31. Notification of Award and Signing of Agreement	31.1. Prior to the expiration of the period of bid validity, the Bank will notify the successful Bidder in writing, via registered letter/email, that its bid has been accepted. 31.2. The notification of award will constitute the formation of the Contract. 31.3. Upon the successful Bidder's furnishing of the performance guarantee pursuant to ITB Clause 33.1, the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15 31.4. Successful bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within fifteen (15) days.
32. Disqualification Prior to Contract Signing	32.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
33. Performance Guarantee	33.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS. 33.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder. 33.3. The Performance guarantee may be forfeited if a Bidder: i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or



F. Award of Contract	
	iii. violates any law(s) during execution of Contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
34. Advance Payment and Security	34.1. Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.
35. Grievances Redressal	35.1. Any Bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) , as per Rule 48 of PPR-2004 .
36. Code of Conduct	36.1. It is the Bank's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines: "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- i. "coercive practices" means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. "collusive practices" means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. "corrupt practices" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. "fraudulent practices" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and v. "obstructive practices" means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the



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execution of a contract;"

36.2. **Under Rule 19 of PPR-2004**, the Bank can inter alia blacklist the Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

36.3. **Under Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of Bank's management:

Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	• Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
Bidder failed to abide with Bid Form	Failed to abide with Bid Form

However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.

36.4. The receipt for any money paid by the Bidders will not be considered as an acknowledgment of payment to the Bidder unless such receipt is signed by a duly authorized officer of the Bank and the Bidder shall be solely responsible for seeing that a proper receipt is provided.

36.5. Under **Rule 7 of PPR-2004**, Bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding Documents for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.

36.6. Bank's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts



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their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and termination of contract arising out of this procurement.

36.7. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. A Bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, Bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the Bidder to be executed for the same or another client.
- iii. A Bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of
 - a) the preparation of the specifications of the goods,
 - b) the selection process for such assignment, or
 - c) Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.
- iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the Bidders is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Bidder as part of the bid.



F. Award of Contract	
37. Overriding Effect of PPR-2004	37.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.
38. Beneficial Ownership Information	38.1. For Services/works worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall: 38.2. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004, 38.3. Reject the bid of the said company.



G. BID DATA SHEET (BDS)

The following specific data for services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over ITB.

ITB Clause	Description
1.1	Procurement Title: <u>Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi</u> Reference Number: <u>ITB No. RWP-GSU/Canteen Services/ 057334 /2023</u> Procurement Method: <u>Open Competitive Bidding as per Rule 21 of PPR-2004</u> Procurement Procedure: <u>"Single Stage Two Envelopes Procedure"</u> as per Rule-36(b) of PPR-2004.
2.5	A list of debarred firms and individuals is available at the PPRA website: Black List Firm of Pakistan (ppra.org.pk)
8.2	- The Pre-Bid meeting shall be held online on November 01, 2023, 11:00 AM (PKT) via Zoom Meeting Application. Bidders are encouraged to attend the meeting using the following details; - Meeting Link: https://us05web.zoom.us/j/3032092964?pwd=U3RLSU1pY3lqUWVhMVk0TGFiTk4rUT09 - Meeting ID: 303 209 2964 - Passcode: sbp123 - In case of any related queries, please drop an email at GSU-Helpdesk-Rwp@sbp.org.pk
14.1	Bid Validity period is 180 (One Hundred Eighty) days from the date fixed for opening of the Bids.
15.1	- Bid Security of Rs. 20,000/- (Rupees Twenty Thousand Only) in favor of Bank (FTN#9022604-6) shall be enclosed <u>along with the Technical Proposal</u> in the shape of Pay Order/Demand Draft/Call Deposit/Bank Guarantee. - Any bid found without sufficient Bid Security will be rejected instantly (in the case of a bank guarantee, the validity of the bank guarantee should be twenty eight (28) days beyond the bid validity period).
16.1	- Only One (1) Bid is required to be submitted. - Submission of related copies is optional.
17.1	The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal



ITB Clause	Description
	and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. - The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The contents of the Technical and Financial Proposal are mentioned as follows; <u>Contents of the Technical Proposal Envelope:</u> - Tech. Form I - Authorization Form for Bidder’s Representative - Tech. Form II - Technical Proposal Submission Form/ Form of Bid/ Offer Letter - Tech. Form III - Bank Guarantee Form for Bid Security - Tech. Form IV - Technical Compliance Form - Tech. Form V - Affidavit for Bidder’s Blacklisting Status - Tech. Form VI - Declaration of Beneficial Owners’ Information - Duly signed and stamped Bidding documents - All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV. <u>Contents of the Financial Proposal Envelope:</u> - Fin. Form I - Financial Proposal Submission Form - Fin. Form II - Price Schedule <u>Important Note:</u> - Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. - All participating Bidders may be required to submit a scanned copy of the submitted Original Technical Proposal Only after the opening of the Technical Proposal at GSU-Helpdesk-Rwp@sbp.org.pk
18.1	- The Bank’s address for Bid submission is as mentioned in Notice for Invitation to Bid. - Bank will communicate the opening of the Financial Proposal to the eligible/qualified Bidders after the completion of all requirements of Technical Evaluation. - The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bid.
21.1	Bids will be opened as defined in Notice for Invitation to Bid.
30.1	Fifteen percent (15%) increase or decrease in scope of services.



ITB Claus e	Description
33.1	The most advantageous Bidder shall furnish a Performance Guarantee equal to Rs. 50,000/- (Rupees Fifty Thousand Only) in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the contract expiry date. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract.
35.1	The address of Grievance Committee is; Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I. Chundrigar Road, Karachi



SECTION III- FORMS FOR TECHNICAL PROPOSAL

Checklist of Required Forms for Technical Proposal

1. **TECH Form 1** – Authorization Form for Bidder's Representative
2. **TECH Form 2** – Technical Proposal Submission Form
3. **TECH Form 3** – Bank Guarantee Form for Bid Security
4. **TECH Form 4** – Technical Compliance Form
5. **TECH Form 5** – Affidavit for Bidder's Blacklisting Status
6. **TECH Form 6** – Declaration of Beneficial Owners' Information

Note: All pages of the original Technical and Financial Proposals shall be initialed by the same authorized representative of the bidders who signs the Proposal.



(On Official Letterhead)

ITB No: ITB No. RWP-GSU/Canteen Services/ 057334 /2023
Title: Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/regulation> having its registered office at **<complete business address>** do hereby nominate **Mr./Ms. <Complete Name>**, **<Designation>**, CNIC# **<xxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder: _____

Date: _____



(On Official Letterhead)

ITB No: ITB No. RWP-GSU/Canteen Services/ 057334 /2023
Title: Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi

To:

The Chief Manager
 SBP Banking Services Corporation
 The Mall,
 Rawalpindi.

Dear Sir,

1. Having examined the Bidding Documents including Addenda Nos. _____, for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of _____ and address _____ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in **Fin. Proposal Form II: Price Schedule** or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of **two hundred eight (208) days** (In case of a Bank Guarantee only).
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
5. We agree to abide by this Bid for a period of **180 days** from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.



10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any Clause/sub-Clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 2023

Signature _____

In the capacity of _____ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals)

(Seal)

Address



(Bank Guarantee/ Not to be followed in case of Pay Order/Bank Draft/CDR)

Over Stamp Paper

Guarantee No. _____

Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Service Provider) with address: _____

Penal Sum of Guarantee (express in words and figures) _____

Bid Reference No. ITB No. RWP-GSU/Canteen Services/ 057334 /2023

Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the SBP Banking Services Corporation, (hereinafter referred to as "SBP BSC") in the sum stated above, for the payment of which sum well and truly to be made, 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 Bidder has submitted the accompanying Bid numbered and dated as above for the **Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi** to SBP BSC; and

WHEREAS, SBP BSC has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to SBP BSC, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of **twenty-eight (28) days** beyond the period of validity of the bid;
- (2) That in the event;
 - (a) The Principal withdraws his Bid during the period of validity of Bid, or
 - (b) The Principal does not accept the correction of his Bid Price, or
 - (c) Failure of the most advantageous Bidder to
 - (i) Furnish the required Performance Guarantee, or
 - (ii) Sign the proposed Contract,

The entire sum be paid immediately to the said SBP BSC for delayed completion and not as penalty for the most advantageous Bidder's failure to perform.

NOW THEREFORE, if the most advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within **fifteen (15) days** of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said SBP BSC for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to SBP BSC the said sum stated above upon first written demand of SBP BSC without cavil or argument and without requiring SBP BSC to prove or to show grounds or reasons for such demand, notice of which shall be sent by SBP BSC by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Bidder



has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from SBP BSC forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee under its seal on the date indicated above, the name and 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)



(On Official Letterhead)

Sr.#	Description	Bidder Response (Yes/No)
1.	All the requirements mentioned in “ Appendix A - Description of Services ”.	
2.	All the stated Terms and Conditions of the Contract.	
3.	The Bid is unconditional.	

Seal and Signature of Bidder: _____

General Note

- *The Minimum Eligibility / Technical Compliance will be evaluated by determining compliance against the minimum eligibility/qualification/evaluation criteria. The Financial Proposal of the only technically compliant bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*
- *The bid found to be the Most Advantageous i.e. having qualified the minimum eligibility/qualification criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*



(On Stamp Paper of Rs. 100)

Affidavit for Bidder’s Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

M/s_____, further undertake that;

- i. The bidder should not be in litigation with and/or blacklisted by any client/customer.
- ii. The bidder should be compliant to all prevailing laws /statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc.
- iii. The bidder should not have history of any termination on account of service related issues nor closed/sealed by any relevant authority on quality/food related issues and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and execution of the Bid Securing Declaration or forfeiture of the Performance Guarantee, as the case may be, and termination of Contract.

Seal & Signature of Bidder: _____

Date: _____



(On Official Letterhead)

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

Information about the Board of Directors (details shall be provided regarding the number of shares in the capital of the company as set opposite respective names).



1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

Any other information incidental to or relevant to Beneficial Owner(s)

Name of the Bidder: [insert complete name of the participating Entity]

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____



SECTION IV– MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA

The mandatory eligibility/qualification criteria is as follows:

Minimum Eligibility/ Qualification Criteria	Means of verification
The bidders must be registered with tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate and proof of ATL.
The bidders must have at least 3 (three) years' experience in canteen/cafeteria services business.	Attach copies of Work order / PO/ Contracts/ Sufficient verifiable proof to prove 3 years relevant experience i.e. Copy of contracts/PO etc. older than 3 years (three years will be counted from the date of opening of technical bids)
The bidders must have experience of providing canteen/cafeteria services to at least 2 organizations of large/comparable scale during last 3 years.	Attach copies of Work order/PO/Contracts/ Sufficient verifiable proof (Running contracts will also be considered).
The bidders must have currently one running contract of providing canteen/cafeteria services between 100-150 persons/day.	Attach copies of Work order/PO/Contracts/ Sufficient Documentary proof from the client about number of employees availing/availed the services
The bidder must undertake that; - The bidder should not be in litigation with and/or blacklisted by any client/customer. - The bidder should be compliant to all prevailing laws/statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc. - The bidders should not have history of any termination on account of service related issues nor closed/sealed by any relevant authority on quality/food related issues and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Attach Affidavit on Stamp Paper of Rs. 100/-

Note:

- The bidders must submit documentary evidences in support of above. In case of non-submission hereof, the relevant bid will be rejected.
- The bidders' minimum Eligibility/Qualification will be ascertained totally on Compliance basis.
- The Financial Proposals of the only technically compliant bidders will be opened and the bid found to be the lowest evaluated bid as per formula mentioned in Evaluation criteria shall be



accepted.

- Contract will be awarded to the Bidder who has quoted the lowest weighted average price according to formula given in Price Schedule Form for accumulated categories of A+B+C of the Canteen Services. As mentioned below;

- **Formula for Calculation of lowest bid**

Grand total = Total for Category A multiplied by weight i.e. 60% + Total for Category B multiplied by weight i.e. 30% + Total for Category C multiplied by weight i.e. 10%

Grand Total: $A * (60\%) + B * (30\%) + C * (10\%) = \text{weighted average price for all categories}$
(_____) (in words and figures)

Seal and Signature of Bidder: _____



SECTION V – FORMS FOR FINANCIAL PROPOSAL

1. Fin. Form 1– Financial Proposal Submission Form
2. Fin. Form 2 – Price Schedule



(On Official Letterhead)

Date: _____

To:

The Chief Manager
 SBP Banking Services Corporation
 The Mall,
 Rawalpindi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the Most Advantageous or any bid you may receive.

Dated this _____ day of _____ 2023__.

[Seal & signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____



(On Official Letterhead)

Name of Bidder _____

Procurement Title: *Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi***Reference Number:** *ITB No. RWP-GSU/Canteen Services/ 057334 /2023***Note:** Rates to be quoted keeping in view the specifications mentioned in Appendix A regarding the use of raw materials for the preparation of food as well as incorporating the subsidies as detailed in Appendix B.

Category A			Weight	Rate Inclusive of Applicable Taxes (Rs.)	Z= (W x Y)
#	Food Items	Proposed Weight	W	Y	Z
1	Chicken Biryani (Kernel Basmati or equivalent)	300g rice with 100g Chicken.	10%		
2	Egg Fried Rice + Chicken Machurian(Broiler of Normal Size)	300g	10%		
3	Beef Biryani (Kernal Basmati or equivalent)	300g rice with 100g Beef	5%		
4	Chicken Chowmein	400g (250g meat with 150g Noodles)	5%		
5	Plain Zera Rice (Basmati/ Super kernel)	350g	10%		
6	Chicken boneless Handi	250g with 2 Naans	10%		
7	Nihari (Beef)	250g	5%		
8	Chicken Korma	250g (100g Meat with 150g gravy)	10%		
9	Haleem (Chicken)	250g with gravy	10%		
10	Chicken Karahi (Broiler of Normal Size)	250g with 2 Naans	5%		
11	Chicken Malai boti (Broiler of Normal Size)	250g of Chicken with 2 Naans and Chatni/Raita.	5%		
12	Aaloo Gosht (Beef)/Palak Gosht/Daal Gosht	300g (150g Meat with 150g gravy)	5%		
13	Roti (whole wheat)	150g	5%		
14	Naan	150g	5%		
Total for Category A = Sum of (W x Y)					
Category B					



1	Omelet/Fried Egg	One normal chicken egg	10%		
2	Paratha (whole wheat/plain white)	200g	10%		
3	Bread slices (white & Brown)	Sandwich Bread 2 slices	5%		
4	Plain Cake (freshly baked)	One Piece	5%		
5	Tea (Doodh pati)	Per cup (150ml)	10%		
6	Green Tea (Tea bag must be of Lipton, Tapal, alokozay etc)	Per cup (150ml)	5%		
7	Anda Channa/Anda Aaloo/Anda Curry	200g with gravy plus one Boiled egg	5%		
8	Seasonal Vegetable/Mixed Vegetable	250g	10%		
9	Daal Mash/Moong/Masoor/Lobia	250g	10%		
10	Curry Pakora	250g with two Pakoras	10%		
11	Vegetable rice (Kernel Basmati or equivalent)	300g	5%		
12	Raita	Small bowl (150ml.)	5%		
13	Vegetable Salad	75g	5%		
14	Soup	250ml	5%		
Total for Category B = Sum of (W x Y)					
Category C					
1	Mutton Karahi	250g(125g Meat plus 125g gravy)	10%		
2	Fresh Yogurt	Small bowl (150ml.)	20%		
3	Pakorras	4-6 pieces with raita/chutni	10%		
4	Shaami Kebab (plate) with ketchup	2 kebabs (100g per kebab)	20%		
5	Channa Chaat	200g	20%		
6	Kheer	Small bowl (150g)	10%		
7	Club Sandwich	Sandwich with Cole slaw, 100g French fries and Chatni/Raita	10%		
Total for Category C = Sum of (W x Y)					

Note: Cold Drinks, mineral water bottles, biscuits, cake etc. and any other such type of items will be charged as per MRP/market rates. Furthermore, Canteen Contractor will provide A-grade seasonal fruits for which the rates will be approved on weekly basis by canteen committee

Note:

1. Collection of all the applicable taxes from its customers and deposit hereof shall be sole responsibility of the Canteen Contractor.
2. Above rate will remain valid for all the categories/grades during entire period of the contract.
3. Rate must be inclusive of all applicable taxes.



Formula for Calculation of Most Advantageous Bid:

Grand total = Total for Category A multiplied by weight i.e. 60% + Total for Category B multiplied by weight i.e. 30% + Total for Category C multiplied by weight i.e. 10%

Grand Total: $A * (60\%) + B * (30\%) + C * (10\%)$ = weighted average price for all categories
(_____) (in words and figures)

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____



SECTION VI – FORM OF CONTRACT

(Payment of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Successful Bidder)

This Contract for the **Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi** is made at _____ the _____ day of the month of _____ 2023.

BETWEEN

SBP Banking Services Corporation , Rawalpindi office, established under the SBP Banking Services Corporation Ordinance 2001 having its principal place of business at _____, represented by the _____ (hereinafter referred as “**Client**”)(which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be)of The First Part.

AND

M/s. Name of service provider a partnership/firm/company having its office located at _____ represented by Mr. _____, an adult, resident of _____ (hereinafter referred as “**Service Provider**”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The Second Part.

WHEREAS CLIENT is desirous of Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi for which purpose Client issued an Invitation to Bid ITB No. RWP-GSU/Canteen Services/ 057334 /2023 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

AND WHEREAS the Service Provider submitted its bid in response to the Client’s Instruction to Bidder (ITB) and the bid of the Service Provider has been accepted by the Client, where after, Client has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this contract at an agreed contract price.

NOW THEREFORE the parties hereto agree as follows:

Besides Instructions to Bidders and Bid Data Sheet, the following documents attached hereto shall be deemed to form an integral part of this contract:

- i. General Conditions of Contract;
- ii. Special Conditions of Contract;
- iii. Appendices
 - A. Description of Services
 - B. Services and Facilities Provided by the Client
 - C. Focal Persons of the Service Provider
 - D. Notification of Award
 - E. Letter of Acceptance
 - F. Breakup of Contract Price/Rates
 - G. Schedule of Payments
 - H. Integrity Pact
 - I. Performance Guarantee
 - J. Beneficial Ownership Declaration (If Applicable)
 - K. Addendum / Corrigendum (If Applicable)

The mutual rights and obligations of Client and the Service Provider shall be as set forth in the Conditions of Contract, in particular:



- a) The Service Provider shall carry out the Services in accordance with the provisions of Contract; and
- b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract.
- c) The Service provider shall provide the Services during the period commencing from dd-mm-yyyy for the period of one year, further extendable for two more years (on annual basis) subject to mutual consent and satisfactory services or any other period as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the SBP Banking Services Corporation , Rawalpindi office	For and on behalf of the Name of service provider
Authorized Representative (Name, Designation/Official Stamp and Signature)	Authorized Representative (Name, Designation/Official Stamp and Signature)
Witness 1	Witness 1
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____
Witness 2	Witness 2
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____



A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “Authorized Officer” means the person notified by SBP BSC to act as the officer in-charge for the purpose of the implementation of Contract as mentioned in the Contract. c) “Bid” means the tender or offer submitted by the Bidder in response to Invitation to Bid published by the Client d) “Confidential Information” means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value. e) “Day” means a calendar day unless indicated otherwise. f) “GCC” means these General Conditions of Contract; g) “Government” means the Government of the Islamic Republic of Pakistan; h) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; i) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; j) “Service Provider’s Employee” employees of the Service Provider. k) “Services” means the work to be performed by the Service Provider under this Contract. l) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client.
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.



1. General Provisions	
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC .
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC .
1.7. Instructions, Inspection and Audit by the Client	1.7.1. The Service Provider shall carry out all instructions of Client communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located. 1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws	1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. 1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of Bank for clarification In case of different interpretation of similar requirement at two different places within the Bidding documents, the most stringent requirement shall be deemed to be included in the Contract as determined by Client.



1. General Provisions	
1.10. Services	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements.
1.11. Service Execution Schedule	1.11.1. The Service Provider shall provide and ensure uninterrupted services as per Scope of Services (Appendix A). Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time. 1.11.2. The Service Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment. 1.11.3. The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract. 1.11.4. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per Client's security protocol/requirement. 1.11.5. If Client finds that any of the Service Provider's representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall, arrange for a replacement.
1.12. Attendance of Meetings	1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.
1.13. Responsibilities, Liabilities And Warranties By The Service Provider	Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract: 1.13.1. The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's requirements, relevant Rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied. 1.13.2. Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform



1. General Provisions	
	as per local culture/norms by displaying service provider's cards for identification and any others practices which are followed in Client's premises. Service Provider shall not act in a way which is prejudicial to Client's interests or business; 1.13.3. The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract. 1.13.4. The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order. 1.13.5. The Service Provider shall adhere to all instructions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource. 1.13.6. Any breach by Service Provider of this Clause, shall constitute a material breach of the Contract and may lead towards Termination as per Clause 2.6.2. In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by the both parties or any such date as may be stated in the SCC.
2.2. Duration of Contract	2.2.1. The duration of this contract shall be one year, further extendable for two more years on annual basis subject to mutual consent and satisfactory services.
2.3. Extension of Contract	2.3.1. The Contract may further be extended for two years on annual basis subject to mutual consent and satisfactory services or any other period suitable to the Bank to call new tenders and award of a fresh contract.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the



2. Commencement, Completion, Modification, and Termination of Contract	
	Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004 .
2.5. Force Majeure	2.5.1. For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per Clause 2.6 of the Contract because of Force Majeure. 2.5.2. <u>No Breach of Contract</u> The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b) has informed the other Party as soon as possible about the occurrence of such an event. 2.5.3. <u>Extension of Time</u> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.
2.6. Termination	2.6.1. <u>By the Client</u> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1: a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



2. Commencement, Completion, Modification, and Termination of Contract	
	e) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan. f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2. h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. 2.6.2. <u>By the Service Provider</u> The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue. 2.6.3. <u>Payment upon Termination</u> Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider: a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security. d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited,

3. Obligations of the Service Provider	
3.1. General	3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and carry out their obligations with all due diligence, efficiency, and economy, in



3. Obligations of the Service Provider	
	accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties. 3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement. 3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client. 3.1.4. The Service Provider shall comply with all applicable laws, Rules and regulations, instructions and customary practices of the Client in Pakistan. 3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.
3.2. Indemnity	3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless 3.2.2. Against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract. 3.2.3. Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity. 3.2.4. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract. 3.2.5. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon 3.2.6. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.
3.3. Conflict of Interests	3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u>



3. Obligations of the Service Provider	
	Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment. 3.3.2. <u>Prohibition of Conflicting Activities</u> Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
3.4. Confidentiality	3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent. 3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Bank may reject its bid and/or terminate the contract.
3.5. Contractual Liability Insurance	3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of Client and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, kitchen utensils, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank. 3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify Client regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the



3. Obligations of the Service Provider	
	Service Provider to pay the Client's claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.
3.6. Service Providers' Actions Requiring Client's Prior Approval	3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions: a) changing the schedule of activities; b) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility. 3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. 3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this contract.
3.8. Compliance with all the Regulatory Requirement	3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them. 3.8.2. The Service Provider will ensure that the terms and conditions of employment/service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan. 3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding Documents or otherwise, as and when required by the client.
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.



3. Obligations of the Service Provider																	
3.11. Penalties / Liquidated Damages	3.11.1. For each deficiency and poor service, Client will impose a penalty on Service Provider . The Canteen Contractor is bound to comply with duties and responsibilities mentioned in the contract agreement. In case of any deviation from the contractual obligations regarding quality & quantity of food, raw materials, service, cleanliness, personal hygiene, and others, the penalty may be levied on the Service Provider with the prior approval of the Canteen Committee. Following are the main reasons for imposition of Penalty: i. Unsatisfactory Quality/Taste of food ii. Unsatisfactory Laboratory Report of Food Test iii. Breach of Hygiene SOPs iv. Poor Service Delivery Initial Level: Only warnings (verbal & written) on occasional & mild performance gaps. Next Level: Penal actions in case of repeated non-compliance or irregularities																
	<table><tr><th>#</th><th>Description</th><th>Penalty Rate per Instance (Rs.)</th></tr><tr><td>1</td><td>Unsatisfactory Quality/Taste of food</td><td>10,000</td></tr><tr><td>2</td><td>Unsatisfactory Laboratory Report of Food Test</td><td>10,000-50,000 (Depending on Severity)</td></tr><tr><td>3</td><td>Breach of Hygiene SOPs</td><td>5,000</td></tr><tr><td>4</td><td>Poor Service Delivery</td><td>5,000</td></tr></table>		#	Description	Penalty Rate per Instance (Rs.)	1	Unsatisfactory Quality/Taste of food	10,000	2	Unsatisfactory Laboratory Report of Food Test	10,000-50,000 (Depending on Severity)	3	Breach of Hygiene SOPs	5,000	4	Poor Service Delivery	5,000
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<i>Note: The Canteen Committee will be the sole judge in such case</i>																	
3.11.2. The maximum amount of liquidated damages for the whole contract is Rs. 100,000/-. Once the maximum amount is reached, the Client may consider termination of the contract.																	
3.11.3. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and/or third party due to any fault on the part of the Service Provider.																	
3.12. Performance Guarantee	3.12.1. The Service Provider shall furnish a Performance Guarantee as stated in SCC in the shape of Pay Order/Bank draft/Deposit at Call or an unconditional Bank Guarantee issued from scheduled bank in Pakistan, which will be valid twenty-eight (28) days beyond the Contract Period. Notwithstanding anything contained in the Contract and/or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.																



3. Obligations of the Service Provider	
3.13. Early Warning by the Service Provider	3.13.1. The Service Provider shall warn Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required. 3.13.2. Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible. 3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.
3.14. Declaration	3.14.1. The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Client through any corrupt business practice. 3.14.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between Client and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto. 3.14.3. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract. 3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party. 3.14.5. This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without Client's prior written consent. Any subcontracting shall be on terms consistent with these Conditions. 3.14.6. The Contract shall be governed by the laws of Pakistan and Service Provider and Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.

4. Scope of services	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described in Appendix A.

5. Obligations of the Client	
5.1. Provide information	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The



5. Obligations of the Client	
about the code of conduct	Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance	5.4.1. No assistance regarding any type of exemption related to contract execution will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per Client Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract. 5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of Client to his office, store or other areas under his control while providing the Services under the Contract.
5.6. Performance / Completion Certificate	5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. In consideration of the Services performed by the service provider under this Contract, the users shall make such payments to the service provider for the Food Items specified in Appendix A and in such manner as is provided in GCC 6.
6.2. Contract Price	6.2.1. The Contract Price means charges per item as stated in Notification of Award. 6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.
6.3. Payment for Items not Covered in Contract	6.3.1. In case of provision of items not covered in the contract, the Service Provider shall have to arrange and provide the same on written or verbal request of Client at any time. Client shall make an additional payment to the Service Provider on market rate/MRP or rate determined by the Canteen Committee of the Client.
6.4. Currency of Payment	6.4.1. All Payments shall be made in Pak. Rupees.



6. Payments to the Service Provider	
6.5. Taxes and Duties	6.5.1. All applicable taxes shall be deducted by Client at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider. 6.5.2. The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
7.2. Correction of Defects, and Penalty for Lack of Performance	7.2.1. Client shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities. 7.2.2. The Client's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, Client will impose a penalty as per Clause 3.11. 7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider. 7.2.4. If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the fourteen (14) days' notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.

8. Resolution of Disputes	
8.1. Disputes Resolution Procedure	8.1.1. If any dispute arises between the parties (Service Provider and Client), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the respective Chief Manager or any other officer authorized by the competent authority at Client who will examine the matter in detail and give a decision. 8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.



9. Health, Safety, Utilities, First Aid Facilities	
9.1. Health, Safety, Environment and Security (HSE&S)	9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider. 9.1.2. Client may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that Client's recommendations and industry standards in this regard are implemented without any delay. 9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client. 9.1.4. The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services. 9.1.5. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of Client communicated to the Service Provider from time to time.
9.2. Electric Power Supply, Water Supply, Telephone etc.	9.2.1. Water and electric power for rendering the services under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.

10. Corrupt and Fraudulent Practices	
10.1. Corrupt & Fraudulent Practices	10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR-2004 which defines: i. <i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i> ii. <i>"coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any</i>



10. Corrupt and Fraudulent Practices

	party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; iii. “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iv. “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; v. “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and vi. “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”								
10.2. Mechanism Blacklisting and cross-debarring	10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question; 10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client’s contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and 10.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. <table border="1"> <thead> <tr> <th>Nature Of Offense/ Fault</th><th>Means of Verification</th></tr> </thead> <tbody> <tr> <td>Corruption</td><td>Actual instance verifiable as per law of land and applicable Rules and regulations of Client</td></tr> <tr> <td>Deviation from commitment</td><td>If the Service Provider deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the Service Provider.</td></tr> <tr> <td>Fraud</td><td>Cross verification of documentary undertakings submitted by Contractor/ Service Provider/Consultant/Supplier</td></tr> </tbody> </table>	Nature Of Offense/ Fault	Means of Verification	Corruption	Actual instance verifiable as per law of land and applicable Rules and regulations of Client	Deviation from commitment	If the Service Provider deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the Service Provider.	Fraud	Cross verification of documentary undertakings submitted by Contractor/ Service Provider/Consultant/Supplier
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10. Corrupt and Fraudulent Practices		
	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
	Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Service Provider/ Supplier/ Consultant
	However, such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of Client will be final and conclusive.	
10.3. Beneficial Ownership information	10.3.1. For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall: i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company.	



B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(d)	The Client is SBP Banking Services Corporation , Rawalpindi office
1.1.1(I)	The Service Provider is Name of service provider
1.4	The addresses are: The Client: The Chief Manager SBP Banking Services Corporation (Bank) The Mall, Rawalpindi Tel: + 92 -51 9273610 Email: GSU-Helpdesk-Rwp@sbp.org.pk The Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: For the Client (Nominee of the Client) ○ Name: _____ ○ Designation: _____ For the Service Provider (Nominee of the Service Provider) ○ Name: _____ ○ Designation: _____
2.1	The contract shall become effective from _____
2.2	Expiration of Contract: _____



	The time period shall be one (01) year, from the date of commencement of services, however contract is further extendable for two more years (on annual basis) subject to mutual consent and satisfactory services
3.12	Performance Guarantee of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Pay Order/Demand Draft/Deposit at Call or an unconditional Bank Guarantee issued from any Scheduled Bank registered in Pakistan. The Performance Security would remain valid twenty eight 28 days beyond the contract expiry date.
6.2	Rates as contained in Appendix – F. However, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the per item rate under this Contract shall be increased or decreased as per Clause 5.2 of GCC. In such case, The Canteen Committee, upon written request from the Service Provider will review & revise prices by using 6-month moving-average y/y (Year on Year) national inflation. The source of national inflation will be official website of Pakistan Bureau of Statistics (www.pbs.gov.pk) and the revised prices will be increased/decreased accordingly. Revision in prices will be made as per the following formula: $A = P \times \{(1 + 6 \text{ months moving average of monthly national inflation from the date of request (YOY)})\}$ Where A= New price in Rupees And P= The existing price of the item



Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services
- **Appendix B**— Services and Facilities Provided by the Client
- **Appendix C**— Focal Persons' Details
- **Appendix D**— Notification of Award
- **Appendix E**— Letter of Acceptance
- **Appendix F**—Breakup of Contract Price/Rates
- **Appendix G**— Schedule of Payments
- **Appendix H**— Integrity Pact
- **Appendix I**— Performance Guarantee
- **Appendix J** — Beneficial Ownership Declaration
- **Appendix K**— Addendum / Corrigendum (If Applicable)



The Client shall provide the following facilities as per details mentioned in Appendix B.

Service Provider's Responsibilities:

The Service Provider's responsibilities include the following:

1. To ensure proper management for providing food items and implement adequate procedures by reducing queues and waiting time at the counter. The Service Provider shall be responsible to implement procedures and guidelines as advised from time to time by the Canteen Management Committee.
2. To maintain a proper, safe and efficient system for collection of payments from the employees/visitors on daily basis. The Service Provider shall introduce alternative automated collection system such as OMNI payment, POS or any other payment procedure/ mode as and when advised by the Client.
3. To effectively and efficiently manage the routine affairs of the canteen and to ensure effective customer service to the employees of the organization.
4. To provide quality, tasty, hygienic & fresh food for breakfast, refreshments and lunch as per timings and days decided by the Management/Canteen Committee. To provide on demand breakfast/lunch services (served by the waiter) to the guests staying at the attached Annexed Guest House (except on gazette holidays). However, service provider is required to provide services, when deemed necessary by the bank on gazette holiday/s.
5. To provide catering services and necessary facilitation for all events to be held either in the premises or any other place as instructed by the Canteen Committee or by Chief Manager and to provide official lunches/refreshments (if required) as per rates quoted in this document.
6. To provide Tea/Snacks (Biscuits, Pakoras, Samosas, Patties, Bakery items & Fast Food items)/Juices etc. to the employees working inside the office premises as per the approved rates.
7. The canteen shall remain open on all working days and on any other day that may be communicated to the Service Provider by the Management/ Canteen Committee except during the Holy month of Ramadan.
8. To serve food in clean and good quality porcelain/melamine crockery, good quality cutlery and good quality chafing dishes. Crockery and Cutlery will be provided by the bank. However, Service provider will ensure proper cleanliness and safe keeping of the crockery and cutlery. Any shortage/damage/breakage found will be recovered from the Performance Guarantee of the Service Provider upon expiry/termination of contract.
9. All cooking/cutting utensils shall be arranged by the Service Provider in sufficient quantity. He will ensure that these are properly cleaned /nickled meeting the highest hygienic standard.
10. As and when decided by the Client, Service Provider is required to serve in disposable crockery. Such crockery will be charged on MRP.
11. Service Provider shall appoint trained & professional waiters/ servers, head waiters, and the counter personnel possessing customer friendly attitude and the Service Provider would be required to have professional chef(s).
12. Service Provider shall appoint qualified, trained & experienced Canteen Manager, able to manage the daily routine affairs and address problems on the spot, efficiently.



13. The Service Provider shall be responsible to keep the cafeteria and kitchen clean at his cost. Further, the cleanliness of the Furniture and fixtures provided, will also be the responsibility of the Service Provider. The Service Provider will ensure daily proper washing of crockery and cooking utensils in a hygienic manner. Hence, the Service Provider shall ensure to maintain high standard of cleanliness and hygiene. Service Provider will also provide hygienic food and as per approved quantity.
14. The menu is subject to change(s) that may be made by the Canteen Committee at its own. However, changes involving increase in number of days on which Biryani / Chicken /Vegetable / Fish dishes are to be served will be made by mutual consultation with the Service Provider .
15. Meals shall be served through the counter to all employees.
16. The raw material to be used for preparation of the food stuff shall be of the following specifications only.
 - a. All brands approved by food authority
 - b. Reputable brands of Cooking Oil such as Dalda, Habib, Tullo, Soya Supreme, Sufi or equivalent standard brands approved by food authority
 - c. Reputable brands of standard quality Packed Masala such as National/Shaan/etc.
 - d. Whole Wheat Flour/Atta of best available quality.
 - e. Rice- first class quality Super kernel/Basmati
 - f. Chicken should be fresh and broiler.
 - g. Mutton/ Beef/ Fish - fresh and good quality.
 - h. Reputable brands of Tea such as Lipton, Brooke Bond, Tapal or equivalent.
 - i. Sugar- Clean white Sugar and Brown Sugar
 - j. Reputable brands of Tetra pack milk should be used only such as Nestle Milk Pack, Olpers or Nurpur, Prema or equivalent
 - k. Nan (Tandoori), Chapatti, Roti (whole wheat) should be of 150 gm and/or as notified by District Government, whichever is higher.
17. Cooking / igniting fire shall be restricted within the kitchen or any other place authorized by Canteen Committee.
18. Dishes must be served as per approved weightage.
19. Food to be cooked properly and hygienically.
20. The Client reserves the rights to change the working hours and or timing of the lunch break to suit its operational requirements. Any such change will be intimated to the Service Provider in writing by Management.
21. The Service Provider will be required to engage adequate staff including cook, waiter, service boys etc. on his own account. Such manpower should adequately correspond to the strength of the Client's employees. The Service Provider shall be responsible for providing efficient service at the canteen during any period the canteen is required to remain open. The canteen staff as well as service boys shall wear neat and clean dress, gloves, and caps to be provided by the Service Provider.
22. The number of above mentioned employees of the Service Provider may be increased or decreased in accordance with number of Client's employees entitled at that canteen with the concurrence of Canteen Committee.
23. The Service Provider shall provide security clearance from Police for his staff posted at the Client in connection with the operation of the canteens at their own expenses. The Service Provider / Service Provider's Employee(s) whether labor or other category will be required to establish identity at the



gate of the Client through their National Identity Card. Service Provider and his staff will be subject to standing security orders and instructions in force, added modified and amended from time to time by Government and the Client. For the purpose of identification and security, the Service Provider shall issue proper identity cards to all its employees detailed to work within the premises of the canteens.

24. The Service Provider is obligated to comply with the instructions of all relevant authorities including Food Authorities, EOBI, etc.
25. The Service Provider shall register his establishment with all relevant government agencies as per applicable laws and ensure payment of lawfully applicable charges, levies, dues, fees, contributions to relevant government departments / entities and in no case the Client will be responsible on account of Service Provider's obligations whatsoever.
26. All staff engaged by the contractor for operating the canteens must be healthy. The Service Provider shall furnish medical fitness certificate of all staff at the time of their deployment. They should not be suffering from any contagious disease like Hepatitis/Tuberculosis, etc. Medical fitness test shall be provided by the contractor on engagement of his employee(s). If any member of the Service Providers Employee(s) is found carrying an infectious disease, as a result of the medical examination that person will have to be replaced by the Service Provider with another staff at Service Provider's cost.
27. Service Provider will ensure health screening of canteen staff at the time of commencement of contract and subsequent renewal (if any) and will submit a report to the Client. If required by Client, Services Provider shall also ensure proper vaccination of its staff. Screening tests should include, CBC ESR, HBS AG, Anti HCV, HIV antibody, Stool D/R and X Ray Chest PA view.
28. The Service Provider shall be responsible and undertakes to indemnify and hold harmless the Client, Clients officers, staff, workers, advisors, agents or any other person acting on behalf of the Client against all claims resulting from death, injury, burns or accident of any kind caused to Service Provider's employees acting in discharge of the contractual obligations.
29. The Client reserves the right to extend the validity of the contract on the terms stated herein. The Client shall ascertain fulfillment of entire stipulations of this contract through its Canteen Committee or any other officials designated for the purpose.
30. If any loss or damage is caused to the Client's property by the Service Provider or any of its employees or agent such loss or damage shall be made good forthwith by the Service Provider at its own cost.
31. The Client may impose penalty on the Service Provider for violations of Terms and Conditions of the Canteen Contract. The Service Provider is bound to comply with duties and responsibilities mentioned in the contract agreement. In case of any deviation from the contractual obligations regarding quality & quantity of food, raw materials, service, cleanliness, personal hygiene, and others, the penalty may be levied on the contractor with the prior approval of the Canteen Committee. Following are the main reasons for imposition of Penalty:
 - i. Unsatisfactory Quality/Taste of food
 - ii. Unsatisfactory Laboratory Report of Food Test
 - iii. Breach of Hygiene SOPs
 - iv. Poor Service Delivery

Initial Level: Only warnings (verbal & written) on occasional & mild performance gaps.

Next Level: Penal actions in case of repeated non-compliance or irregularities

#	Description	Penalty Rate per Instance (Rs.)
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1	Unsatisfactory Quality/Taste of food	10,000
2	Unsatisfactory Laboratory Report of Food Test	10,000-50,000 (Depending on Severity)
3	Breach of Hygiene SOPs	5,000
4	Poor Service Delivery	5,000
<i>Note: The Canteen Committee will be the sole judge in such case</i>		

32. Notwithstanding the aforesaid procedure on account of poor performance by the Service Provider, the Canteen Committee has right to terminate the contract by giving 30 days' prior notice by recording reasons which the Canteen Committee is not liable to justify.
33. In case of termination of contract based on service related issues, the relevant Service Provider will be ineligible to participate in subsequent bidding process.
34. The Service Provider shall charge along with rates only lawfully applicable tax/s from the Client's employees. Collection of all the applicable taxes and subsequently its deposit with relevant authorities/department shall be sole responsibility of the Service Provider.
35. The Service Provider shall not transfer/sublet the contract to another person or firm in any case.
36. The Client through its Canteen Management Committee or its other officials shall have the right to inspect the weight/quality/quantity of meal/food and standard of cleanliness of the Canteen.
37. As per instruction of Client, Service Provider will arrange the stalls of different items for different events within the Client's premises, the required items shall be provided/sold at the same approved rates.
38. Service Provider will ensure sufficient staff (support, dishwashing and cooking) to ensure uninterrupted services and proper cleanliness of canteen premises. And Service Provider will ensure that sufficient food is cooked and available between official lunch timing.
39. Client may at any time go for any option regarding provision of snack/tea services through any alternate source/channel etc.
40. The Client shall provide the following facilities as per details mentioned in Appendix B.



1. The Client will provide electricity, gas and water for the canteen free of charge but it will be the responsibility of the Service Provider to ensure minimum/judicious consumption of the utilities and avoid wastage or leakage of these facilities. In case any wastage, leakage or misuse of utilities is observed due to negligence of the Contractor's staff, the Client may resort to recovery from the Service Provider to the extent of such mis-utilization.
2. The Service Provider will be allowed to use the Client's existing available canteen space/ premises having area of approximately 290 Square meter, furniture, water plant, utensils & air conditioning system, free of cost, and any additional crockery, utensils whose need is deemed genuine by the bank, but it will be the utmost responsibility of the Service Provider to take proper care of all the said items considering them as Client's property.
3. The Service Provider will be bound to return the Client's property in good/serviceable condition at the time of completion/termination of the contract agreement.
4. All losses and damages, if any, in respect of Canteen will be the responsibility of the Service Provider. Further, the arrangement/ replacement and repair/ maintenance, cleanliness of canteen crockery/ cutlery shall be at the Service Provider's cost. As such, the Client will look after the maintenance of Air Conditioning System, fumigation, repairing/maintenance of taps, electric water coolers, Electric Water Dispensers/ Coolers etc.
5. The Contractor shall not use the said facilities for any outside agency/person etc.
6. The officially approved access to the Client's premises shall be provided by the Client, through its Internal Client Security Department, in favor of authorized/assigned delivery vans and the Canteen personnel.



(Shall be required from the most advantageous bidder at the time of contract signing)



(To be reproduced by Client at the time of contract signing)



(Shall be required from the most advantageous bidder at the time of contract signing)



(To be reproduced by Client at the time of contract signing)





(Shall be required from the most advantageous bidder at the time of contract signing)

(Over Stamp Paper)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods, Services & Works

Contract Title: Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi

Contract No. ITB No. RWP-GSU/Canteen Services/ 057334 /2023

Name of service provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **Name of service provider** represents and warrants that it has fully declared the brokerage, commission, fees, etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

Name of service provider certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of service provider accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **Name of service provider** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **Name of service provider** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



(Shall be required from the most advantageous bidder at the time of contract signing)

Guarantee No. _____

Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Service Provider) with address: _____

Penal Sum of Guarantee (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 Service Provider we, the Guarantor above named, are held and firmly bound unto the **SBP Banking Services Corporation** (hereinafter referred as “**SBP BSC**”) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to SBP BSC, 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 Service Provider has accepted SBP BSC's above said Letter of Acceptance for the **Procurement of Services of a Canteen Contractor for SBP BSC, Rawalpindi**

NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by SBP BSC, 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 the 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 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 writing 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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay upon the SBP BSC's first written demand without cavil or arguments and without requiring SBP BSC to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the SBP BSC's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to SBP BSC's designated Account Number.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Service Provider has duly performed his obligations under the Contract or 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 SBP forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded 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.



APPENDIX J – BENEFICIAL OWNERSHIP DECLARATION

(Shall be required from the most advantageous bidder at the time of contract signing)



(To be reproduced/made part of the contract)

