



BIDDING DOCUMENTS

Procurement of Canteen Services for Employees of SBP Banking Services Corporation, Sialkot

September 2023

State Bank of Pakistan, Banking Services Corporation, Allama Iqbal Road, Sialkot Cantt.

Tel: 052-9250350

Website: www.sbp.org.pk





Invitation for Bids (IFB)

IFB No. SKT-Admin(GSU)/ 048168/Canteen Services/2023

04-09-2023

State Bank of Pakistan Banking Services Corporation Sialkot invites sealed bids for “**Procurement of Canteen for employees of SBP Banking Services Corporation, Sialkot**” from the firms registered with Tax authority, appearing on active taxpayers list of FBR, for a period of one year and extendable for two more years on the same terms & conditions subject to mutual consent and satisfactory services.

Bidding Documents containing detailed description of services may be obtained free of cost upon submission of an email request at Abdul.Ghfar@sbp.org.pk along with a copy of NTN Registration Certificate or can be downloaded from SBP website at www.sbp.org.pk & www.ppra.org.pk. In case of any discrepancy/conflict, provisions of bidding documents including any addenda posted on the SBP website shall prevail.

The bids prepared in accordance with the instructions contained in the bidding documents, must reach at office of the undersigned on or before **21-09-2023 at 11:00 am**. Bids will be opened the same day at **11:30 am** at SBP BSC (Bank) Sialkot.

Chief Manager

State Bank of Pakistan Banking Services Corporation

Allam Iqbal Road, Sialkot Cantt.

Telephone: 052-9250350, Fax: Fax # 052-9250353



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**Section II:
Instructions to Bidders**

- 1. Scope of Bid**
- 1.1** State Bank of Pakistan, Banking Services Corporation (Bank) Sialkot, 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 Canteen Services for Employees of SBP Banking Services Corporation, Sialkot” as described in detail in these Bidding Documents.
- 1.2** The title and identification number of the IFB and resulting Contract(s) are provided in the Bid Data Sheet.
- 2. Eligible Bidders**
- 2.1** Except as provided in Instructions to Bidders Clauses 2.2 and 2.3, this bidding process is open to bidders as per following criteria:
- 2.2** Joint Ventures are not allowed.
- 2.3** NIL
- 2.4** A firm debarred by the Bank in accordance with Rule 19 of PPR-2004 shall be ineligible to bid
- 2.5** Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.
- 2.6** Bidders shall meet all the eligibility conditions as if defined in Bid Data Sheet (BDS)
- 2.7** Bidder/Firm/Contractor 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.
- 3. Qualification of the Bidder**
- 3.1** All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.
- 3.2** All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet
- 3.3** Bids submitted by a joint venture will not be accepted
- 3.4** To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria as specified in the Bid Data Sheet.
- 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 will in no case be responsible or liable for those costs.



- 6. Visit to Bank 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.
- 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.

A. Bidding Documents

- 7.Content of Bidding Documents**
- 7.1** The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:

Instructions to Bidders (ITB)
 Bid Data Sheet (BDS)
 Form of Bids
 Evaluation Criteria
 Form of Contract
 General Conditions of Contract (GCC)
 Special Conditions of Contract (SCC)
 Description of Services, Performance Specifications & TORs
 Appendices

- 7.2** Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 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**
- 8.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e surface mail or email) and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids. Copies of the Bank's response (including an explanation of the



query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank

- 9. Amendment of Bidding Documents**
- 9.1** At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 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 in which to take the amendment 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

B. Preparation of Bids

- 10. Language of Bid**
- 10.1** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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:
- (a) The Form of Bid (in the format indicated in Section III & IV);
 - (b) Bid Security;
 - (c) Price Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Any other materials / services required to be completed and submitted by bidders, as specified in the Bidding 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 agreement



- 12.2** The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.
- 12.3** All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price/rates submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price/rates.
- 12.4** If provided for in the Bid 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 Clause 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.Currencies of Bid and Payment** **13.1** Price shall be quoted by the Bidder and the payments to be made by the users would in Pak Rupees unless otherwise provided at SCC.
- 14.Bid Validity** **14.1** Bids shall remain valid for the period specified in the Bid Data Sheet.
- 14.2** In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. 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 the extension, and in compliance with Clause 15 in all respects.
- 15.Bid Security** **15.1** The bid security shall be denominated in the currency of the bid price/rate:
- (a) at the Bidder's option, be in the form of either demand draft/call deposit / PO or an unconditional bank guarantee from a schedule Bank;
 - (b) shall be 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;
 - (c) be payable promptly upon written demand by the Bank;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) 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.

(f) bids submitted with insufficient bid security will be rejected.

15.2 The bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of SBP BSC

16. Format and Signing of Bid

16.1 The Bidder shall prepare one original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "Original Bid," "Copy No. 1,". In the event of any discrepancy between them, the original shall prevail.

16.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.1, 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 pursuant to ITB Clause 11.1. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for an amended printed literature, shall be initialed by the person or persons signing the bid.

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 initialed 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 Purchaser at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date],".

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, pursuant to 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 by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet
- 18.2** The Bank may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 19.Late Bids** Any Bid received by the Bank after the deadline prescribed in 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 Purchaser prior to the deadline prescribed for submission of bids.
- 20.2** No bid may be modified after the deadline for submission of bids.
- 20.3** No bid may 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 may result in the Bidder's forfeiture of its bid security.
- E. Bid Opening and Evaluation**
- 21.Bid Opening** **21.1** The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance
- 22. Process to Be Confidential** **22.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process pursuant to rule 41 of PPR2004. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of his Bid.
- 23.Clarification of Bids** **23.1** During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and in accordance with Rule 31 of PPR-2004



- 24. Preliminary Examination** **24.1** The Bank will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/earnest money have been furnished (in case of single stage two envelopes bidding procedure 36 (b) of PPR 2004, earnest money will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed Bid Form (Form I) of Section III; and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility/Qualification Criteria (Form I) of Section IV.

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 and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
- 29. Bank's Right to Reject all the Bids** **29.1** The Bank reserves the right to annul the bidding process and reject all bids at any time prior to award of contract.
- 30. Bank's Right to Vary Inputs/Outputs at Time of Award** **30.1** Bank reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the BDS without any change in unit price or other terms and conditions.
- 30.2** 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, to be confirmed in writing by 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 security pursuant to ITB Clause 33, 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 Agreement on stamp paper after paying stamp duty as per applicable stamp duty act.



- 32. Disqualification prior to Contract Signing**
- 32.1** If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 & 34 of PPRA 2004 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract if a bidder has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a bidder if the conditions of his qualification are invalidated, the next lowest evaluated bid will be rendered as responsive provided accepting this bid does not conflict with Rule 2 (h). For rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Bank must be obtained. Award of contract to 2nd lowest bidder is totally at the option of the Bank, if considered appropriate in terms of value for money; otherwise, rebidding process will be initiated as per provisions of PPR-2004.
- 32.2** This process conforms to Rule 4 of PPR-2004 which requires “the procurement process to be efficient and economical”. Re-starting the process will be inconsistent with foregoing.
- 33. Performance Guarantee**
- 33.1** Within twenty-one (21) days or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as specified in BDS as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Bank.
- 33.2** Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.
- 35. Dispute Resolution**
- 34.1** In case of any dispute parties should try to resolve the dispute amicably. Moreover, if the matter is not resolved then it may be referred to arbitrator as per applicable law.
- 36. Code of Conduct**
- 35.1** It is the Bank’s policy to require that Service Provider/Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank follows, inter-alia, the instructions contained in PPR2004 which defines:
- “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive



practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

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

Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.



- 35.3** The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of the Bank and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 35.4** Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 35.5** Bank's policy requires that selected bidder provide professional, objective, and impartial advice, and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts 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
- 35.6** 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:
- a) 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, bidder hired to provide 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.
- b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
- c) A bidder (including its Personnel and Sub-Contractors) 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 (i) the preparation of the specifications of the services/ goods, (ii) the selection process for such assignment, or (iii) 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.

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 bid.

**37. Overriding
Effect of PPR-
2004**

36.1

Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.



G. Bid Data Sheet

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.

(1.1)	State Bank of Pakistan Banking Services Corporation (Bank) intends to procure "Services of Canteen Contractor"
(1.2)	Procurement of Canteen Services for Employees of SBP Banking Services Corporation, Sialkot IFB No. SKT-Admin(GSU)/ 048168/Canteen Services/2023
(2.6) & (3.4)	The minimum eligibility/qualification is applicable as follows: i) The bidders must be registered with tax authorities and appear on Active Taxpayer List (ATL) of FBR. ii) The bidders must have at least 3 (three) years' experience in canteen/cafeteria services business. iii) The bidders must have experience of providing (running/completed) canteen/cafeteria services to at least 2 organizations during last 3 years. iv) The bidders should not be in litigation with and / or blacklisted by any client / customer. v) The bidder must be compliant to all prevailing laws /statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc. vi) The bidders should not have history of any termination on account of service related issues.
(12.4)	The Contract "is not" subject to price adjustment except in case of any tax duty or levies imposed by the Government or as per clause 29.1 during the pendency of the contract.
(14.1)	The period of Bid validity shall be 120 (one hundred twenty days) after the deadline for Bid submission specified in the Bidding Data Sheet.
(15.1)	Bid security of PKR 15,000/- must be accompanied by Technical bid in sealed envelope in the form of Payment order/ bank draft or bank guarantee* as per format given in form III of section III. Bid found without / insufficient earnest money will be rejected instantly. *In case of bank guarantee, the validity of guarantee should be 28 days beyond bid validity period.
(16.1)	The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPSAL" and "ORIGINAL FINANCIAL PRPOSAL" in bold letters. In a same manner, Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes. The inner envelopes shall be marked as "COPY OF TECHNICAL PROPOSAL" and "COPY OF FINANCIAL PROPOSAL" in bold letters. The outer envelope shall be addressed to the



	Purchaser at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date].The content of the technical and financial proposals are mentioned in BDS.
(17.1)	<p>Following should be the contents of the Technical Proposal Envelope:</p> <ol style="list-style-type: none"> 1. Form-I-A of Section III – Bid Form: duly filled in and signed. 2. Form-I of Section IV – Bidder Eligibility /Qualification Criteria: attach the evidence and reference documents 3. Form-II of Section IV – Technical Compliance: attach the evidence and reference documents <p>Following should be the contents of the Financial Proposal Envelope:</p> <ol style="list-style-type: none"> 1. Form-I-B of Section III – Bid Form: duly filled and signed. 2. Form-II of Section III – Price Schedule in Pak. Rupees: duly filled and signed. 3. Form-III of Section III - Bid Security Form (Bank Guarantee): duly filled and signed or bid security in shape of Demand Draft/Payment Order.
(17.2)	<p>The Bank's address for the purpose of Bid submission is</p> <p>State Bank of Pakistan Banking Services Corporation, Allama Iqbal Road, Sialkot Cantt. - Phone: 052-9250350</p> <p>The purchaser will communicate the opening of Financial Proposal later to the technically qualified bidders.</p>
(18.1)	The deadline for submission of bids shall be September 21, 2023 (Thursday) at 11:00 am.
(21)	<p>Bids will be opened on September 21, 2023 (Thursday) at 11:30 am at the following address:</p> <p>State Bank of Pakistan Banking Services Corporation, Allama Iqbal Road, Sialkot Cantt.</p>
(30.1)	15% percent increase or decrease in duration of services as per stipulation of PPR-2004.
(33.1)	Performance Security Deposit of PKR.50,000/- (Rupees Fifty thousand only) for entire period of the contract which should remain valid 40 days beyond expiry date of the contract



Section III.

Forms



Form I-A**Bid Form**

(Duly filled and signed)

(To be submitted with Technical Proposal)

Date: _____

To:

The Chief Manager
 State Bank of Pakistan Banking Services Corporation
 Allama Iqbal Road
 Sialkot Cantt.

Dear Sir,

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

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the terms of reference section.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Rs. 50,000/- (Pak Rupee Fifty thousand only)** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 lowest 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 _____



Form I-B**Bid Form**

(Duly filled and signed)

(to be submitted with Financial Proposal)

Date: _____

To:

The Chief Manager
 State Bank of Pakistan Banking Services Corporation
 Allama Iqbal Road
 Sialkot Cantt.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services in conformity with the said IFB documents as per rates quoted in accordance with the Prices Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the requirements specified in Appendix A & B attached to the form of contract

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Rs. 50,000/- (Pak Rupee fifty thousand only)** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 lowest 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 _____



Form-II

Price Schedule in Pak Rupees

(ON SERVICE PROVIDER'S LETTER HEAD)

Name of Bidder _____. IFB Number _____. Page . of ____

Rates to be quoted using spices and Oil of well reputed as mentioned in Appendix A & B as well as incorporating the subsidies as detailed in Appendix C

Category A			Relative Importance	Rate Inclusive of applicable taxes (Rs.)	W x Y
S.#.	Food Items	Proposed Weight	W	Y	
1	Omelet / Fried Egg	One normal chicken Egg	10		
2	Paratha	200 Grams	10		
3	Bread slices	Sandwich Bread 2 slices	7		
4	Tea (Doodh pati)	Per cup (150 ml)	10		
5	Tea (tea bag)	Per cup (150 ml)	10		
6	Green Tea	Per cup (150 ml)	7		
7	Seasonal Vegetable/mixed vegetable	250 Grams	10		
8	Daal Mash / Mong / Masoor	250 Grams	10		
9	Plain Zera Rice	350 Grams	10		
10	Naan	150 Grams	10		
11	Roti (whole wheat)	150 Grams	10		
12	Chapati	150 Grams	10		
13	Raita	Small bowl (150 ml.)	7		
14	Channa Chaat	200 Grams	10		
15	Samosa	Standard	10		
16	Vegetable Patties	Standard size	7		
17	Chicken Patties	Standard size	7		



18	Plain Cake	One Piece	7		
19	Vegetable rice (Kernal Basmati or equivalent)	300 Grams	8		
20	Chicken Biryani (Kernal Basmati or equivalent)	300 Grams rice with 100 Grams Chicken.	10		
21	Assorted salad items as per season (Russian salad, Cole slaw)	150 Grams	8		
22	Soup	300 grams	8		
23	Daal Chawal	350 grams	8		
24	Murgh Channy	200 Grams	8		
25	Nihari (Beef)	250 grams	10		
26	Vegetable Salad	15 grams	8		
Total for Category A = Sum of W x Y					
Category B			Relative Importance W	Rate Inclusive of applicable taxes (Rs.) Y	W x Y
27	Anda Channa/Anda Aaloo/Anda Curry	200 Grams with gravy plus one Boiled egg	7		
28	Chicken Korma	250 Grams (100 Grams Meat with 150 Grams gravy)	10		
29	Kulfi	Standard size	7		
30	Zarda with almonds and raisins	150 Grams	7		
31	Curry Pakora	250 Grams with two Pakoras	7		
32	Nihari (Chicken)	250 Grams (100 Grams Meat with 150 Grams gravy)	7		
33	Haleem (Chicken)	250 Grams with gravy	8		
34	Aaloo Gosht (Beef) / Palak Gosht / Daal Gosht	300 Grams (150 Grams meat with 150 Grams gravy)	8		



35	Chicken Karahi (Broiler of Normal Size)	250 Grams with 2 Naans	10		
36	Fish curry	100g fish 150 g curry	7		
37	Ice Cream	Two scoops (Standard size)	7		
38	Shaami Kebab (plate) with ketchup	2 kebabs (100 Grams per kebab)	10		
39	Chicken Yakhni Pulao (Kernal Basmati or equivalent)	350 Grams with chicken piece 100 g	7		
40	Chicken Masala	250 Grams (100 Grams Meat with 150 Grams gravy)	8		
41	Chapli kabab (chicken/beef)		8		
42	Steamed Chicken (Broiler of Normal Size)	400 Grams (250 Grams chicken piece with 150 Grams rice and Cole slaw)	7		
43	Chicken boneless Handi (Broiler of Normal Size)	250 Grams with 2 Naans	7		
44	Chicken Tikka (Broiler of Normal Size)	250 Grams of chicken with 2 Naans and Chatni / Raita.	8		
45	Kheer	Small bowl (150 Grams)	7		
46	Club Sandwich	Sandwich with Cole slaw, 100 Grams French fries and Chatni / Raita	9		
47	Chicken Burger (Broiler of Normal Size)	Burger with Cole slaw, 100 g French fries and Chatni / Raita.	7		
48	Chicken Zinger Burger	Burger with Cole slaw, 100 g French fries and Chatni / Raita.	8		
49	Custard	Small bowl (150 Grams)	8		



50	Gulab Jamun	Two Gulab Jamuns (60 Grams each)	6		
51	Beef kofta	250 Grams (2 beef koftas 50 Gram each with 150 Gram gravy)	6		
52	Mutton Korma	250 Grams (125 Gram meat plus 125 Gram gravy)	7		
53	Chicken Manchurian + Egg Fried Rice (Broiler of Normal Size)	400 Grams (250 Grams meat with 150 Grams rice)	7		
54	Chicken Chowmein	400 Grams (250 Grams meat with 150 Grams Noodles)	7		
Total for Category B = Sum of W x Y					
Category C			Relative Importance W	Rate Inclusive of applicable taxes (Rs.) Y	W x Y
55	Coffee Espresso	Per cup (150 ml)	6		
56	Beef Biryani (Kernal Basmati or equivalent)	300 Grams rice with 100 Grams Beef	6		
57	Mutton Karahi	250 Grams (125 Gram meat plus 125 Gram gravy)	7		
58	Fresh Yogurt	Small bowl (150 ml.)	10		
59	Chicken chillies (Broiler of Normal Size)	400 Grams (200 Grams meat/with 100 gravy & 150 Grams rice)	7		
60	French fries	200g with Ketchup	8		
61	Chicket meat balls		7		
62	Fish and chips		7		
63	Chicken Shashlik	(Broiler of Normal Size)	8		
64	Seekh Kabab (beef)	4 Seekhs (60 Grams meat per Seekh) with 2 Naans and Chatni / Raita (per serving).	10		
65	Chicken Qeema	200g	7		



66	Fresh Fruit Juice	180ml	7		
67	Mint Margrita	180ml	7		
68	Lemonade	180ml	7		
Total for Category C = Sum of W x Y					

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 lowest bid

Grand total = Total for Category A multiplied by weight i.e. 75% + Total for Category B multiplied by weight i.e. 20% + Total for Category C multiplied by weight i.e. 5%

Grand Total: $A * (75\%) + B * (20\%) + C * (5\%) =$ weighted average price for all categories (_____) *(in words and figures)*

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Form III

Bid Security Form (Bank Guarantee).

*[insert: **Bank's Name, and Address of Issuing Branch or Office]***

Beneficiary: *[insert: **Name and Address of Bank]***

Date: *[insert: **date]***

BID GUARANTEE No.: *[insert: **Bid Guarantee Number]***

We have been informed that *[insert: **name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: **bid date]*** (hereinafter called "the Bid") for the execution of *[insert: **name of contract]*** under Invitation for Bids No. *[insert: **IFB number]*** ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: **name of bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures]*** (*[insert: **amount in words]***) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Bank during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

(Printed name and title) *(Printed name and title)*



Section IV.
Evaluation Criteria

- 1- The bidders' minimum Eligibility/Qualification will be ascertained totally on Compliance Based method.
- 2- The Financial Proposals of the only technically accepted / compliant bidders will be opened and the bid found to be the lowest evaluated shall be accepted.
- 3- Contract will be awarded to the Contractor 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. 75% + Total for Category B multiplied by weight i.e. 20% + Total for Category C multiplied by weight i.e. 5%

Grand Total: $A * (75\%) + B * (20\%) + C * (5\%) =$ weighted average price for all categories
(_____) *(in words and figures)*



Form I**Bidder Eligibility/Qualification Criteria**

Minimum Eligibility/ Qualification/ Technical Compliance Criteria	Means of verification	Bidder Assessment Y/N	Reference in the Bid (Page Number)
The bidders must be registered with tax authority and appear on Active Income Taxpayers List (ATL) of FBR.	Attach NTN Profile Enquiry of FBR.		
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. 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 1 organization 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 should not be in litigation with and / or blacklisted by any client / customer.	Attach Affidavit on Stamp Paper of Rs. 100/-		
The bidder must be compliant to all prevailing laws /statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc.	Attach Affidavit on Stamp Paper of Rs. 100/-		
The bidders should not have history of any termination on account of service related issues.	Attach Affidavit on Stamp Paper of Rs. 100/-		

Note:

- 1- The bidders must submit documentary evidences in support of above. In case of non-submission hereof, the relevant bid will be rejected.
- 2- The Financial Proposals of the only technically compliant bids will be opened and the bid found to be the lowest evaluated bid as per formula mentioned in Evaluation criteria shall be accepted.



Form II**Technical Compliance**

S. No	Description	Bidder Response (Yes/No)	SBP Assessment (Yes/No)
1	All the requirements mentioned in Appendix A & B "Description of the Services/Performance Specifications and Terms of Reference		
2	All the stated Terms and Conditions of the Contract		

Seal and Signature of Bidder: _____



Section V

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, [2023], and shall be valid till _____, between, on the one hand, **State Bank of Pakistan, SBP Banking Services Corporation** (hereinafter called the “Client”) having its office at State Bank of Pakistan – SBP BSC, Allama Iqbal Road, Sialkot Cantt. and on the other hand, _____ (hereinafter called the “service provider”).

WHEREAS

- (a) the Client has requested the services provider to provide certain services as defined in Appendix ‘A & B’ of in this Contract (hereinafter called the “Services”);
- (b) the service provider, having represented to the Client that it has the required experience and expertise, and agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of the Contract;
 - (c) Appendices:
 - Appendix A & B: Description of the Services, Performance Specifications & Terms of Reference
 - Appendix C: Services and Facilities Provided by the Bank
 - Appendix D: Key Personnel Names



- Appendix E: Breakdown of the Contract Price
- Appendix F: Schedule of Payments
- Appendix G: Service Provider's Bid
- Appendix H: Notification of Award
- Appendix I: Letter of Acceptance
- Appendix J: Performance Security
- Appendix K: Integrity Pact

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C & Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the service provider shall be as set forth in the Contract, in particular:
 - (a) the service provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments only for official lunch/ tea to the service provider in accordance with the provisions of the Contract. However, the service provider will charge the customers directly at the quoted rates (inclusive of tax/es) at spot for availing canteen services.

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 **SBP Banking Services Corporation**

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Service Provider]*

[Authorized Representative of the Services Provider – name and signature]



General Conditions of Contract

A. General Provisions

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</p> <p>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected service provider</p> <p>(c) “Contract” means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(d) “Day” means a calendar day unless indicated otherwise.</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</p> <p>(f) “Experts” means Staff of the Canteen Contractor</p> <p>(g) “Government” means the Government of Pakistan.</p> <p>(h) “Joint Venture (JV)” (not allowed)</p> <p>(i) “Key Expert(s)” means key Staff of the Contractor who will officially coordinate with canteen committee and other staff of the bank</p> <p>(j) “Local Currency” means the currency of Islamic Republic of Pakistan.</p> <p>(k) “Non-Key Expert(s)” (N/A)</p> <p>(l) “Party” means the Client or the service provider, as the case may be, and “Parties” means both of them.</p> <p>(m) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(n) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A & B hereto.</p> <p>(o) “Service Provider” means a firm or corporate body whose Bid to provide the Services has been accepted by the Bank</p> <p>(p) “Third Party” (N/A)</p>
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<p>2. Relationship between the Parties</p>	<p>2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the service provider. The service provider, subject to this Contract, has complete expertise and experience for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>2.2 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Bank 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.</p> <p>2.3 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. None of the Service Provider's employee (s) shall be entitled to seek employment with the Bank merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Bank or was deployed to the Bank.</p>
<p>3. Law Governing Contract</p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of land</p>
<p>4. Language</p>	<p>4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<p>5. Headings</p>	<p>5.1 The headings shall not limit, alter or affect the meaning of this Contract.</p>
<p>6. Communications</p>	<p>6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>



<p>7. Authorized Representatives</p>	<p>7.1 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 services provider may be taken or executed by the officials specified in the SCC</p>						
<p>8. Corrupt and Fraudulent Practices</p>	<p>8.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices In pursuance of this policy, the Client:</p> <p>a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;</p> <p>b) 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 practices in competing for the agreement in question;</p> <p>c) will sanction a service provider, including declaring the service provider ineligible, either indefinitely or for a stated period of time, to be awarded a client agreement if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SBP BSC agreement;</p> <p>a) Under Rule 19 of PPR-2004, “The Bank can inter alia blacklist consultants/ service provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>b) Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:</p> <table border="1" data-bbox="532 1728 1422 1959"> <thead> <tr> <th data-bbox="532 1728 805 1833">Nature of Offense/ Fault</th> <th data-bbox="810 1728 1127 1833">Means of Verification</th> <th data-bbox="1131 1728 1422 1833">Proposed Action under Rule 19</th> </tr> </thead> <tbody> <tr> <td data-bbox="532 1839 805 1959">Corruption</td> <td data-bbox="810 1839 1127 1959">Actual instance verifiable as per law of land and applicable</td> <td data-bbox="1131 1839 1422 1959">Permanent blacklisting.</td> </tr> </tbody> </table>	Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19	Corruption	Actual instance verifiable as per law of land and applicable	Permanent blacklisting.
Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19					
Corruption	Actual instance verifiable as per law of land and applicable	Permanent blacklisting.					



		rules and regulations of SBP	
	Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
B. Commencement, Completion, Modification and Termination of Contract			
9. Effectiveness of Contract	9.1 This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in the SCC.		
10. Termination of Contract for Failure to Become Effective	10.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC . The client shall consider termination of contract besides forfeiture of performance security except the conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.		
11. Commencement of Services	11.1 The service provider shall commence the Services not later than the number of days after the Effective Date specified in the SCC .		
12. Expiration of Contract	12.1 Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . However, this contract is further extendable for two more year on same rates terms and conditions.		
13. Entire Agreement	13.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has		



	authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
14. Modifications or Variations	14.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
15. Force Majeure a. Définition	<p>15.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies</p> <p>15.2 Force Majeure shall not include</p> <p>(i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-contractors or agents or employees, nor</p> <p>(ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder</p> <p>15.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	15.4 The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract
c. Measures to be Taken	<p>15.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>15.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall</p>



	<p>similarly give written notice of the restoration of normal conditions as soon as possible</p> <p>15.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>15.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the service provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the service provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>15.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 34 & 35.</p>
<p>16.Suspension</p>	<p>16.1 The Client may, by written notice of suspension to the service provider, suspend all the payments pertaining official lunch/tea to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <p>(i) shall specify the nature of the failure, and</p> <p>(ii) shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension</p>
<p>17. Termination</p> <p>a. By the Client</p>	<p>17.1 This Contract may be terminated by either Party as per provisions set up below:</p> <p>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p>



	<p>(a) If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;</p> <p>(b) If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35;</p> <p>(d) If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the service provider fails to confirm availability of Key Experts as required in Clause GCC 24.</p> <p>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the service provider, terminate the service provider's employment under the Contract.</p>
<p>b. By the service provider</p>	<p>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently</p>



	approved in writing) following the receipt by the Client of the service provider's notice specifying such breach.
c. Cessation of Rights and Obligations	<p>17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in Clause GCC 20,</p> <p>(iii) the service provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and</p> <p>(iv) any right which a Party may have under the Applicable Law</p>
d. Cessation of Services	<p>17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18 (a) or GCC 18 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum</p>
e. Payment upon Termination	<p>17.1.6 Upon termination of this Contract, the Client shall make the following payments to the service provider:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
C. Obligations of the service provider	
18. General	
a. Standard of Performance	<p>18.1 The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>18.2. The service provider shall employ and provide such qualified and experienced Experts and Sub- service provider as are required to carry out the Services.</p>



b. Law Applicable to Services	18.3. The service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-service provider, comply with the Applicable Law.
19. Conflict of Interests a. Prohibition of Conflicting Activities b. Strict Duty to Disclose Conflicting Activities	19.1. The service provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 19.1.1 The service provider shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. 19.1.2 The service provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the service provider or the termination of its Contract.
20. Confidentiality	20.1 Except with the prior written consent of the Client, the service provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the service provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services
21. Liability of the service provider	21.1 Subject to additional provisions, if any, set forth in the SCC , the service provider liability under this Contract shall be provided by the Applicable Law.
22. Reporting Obligations	22.1 The service provider shall submit to the Client any and all such reports pertaining to the services directly or indirectly if and when required by the Bank. There will be no employer employee relationship with the Bank to any of the employees of the service provider.
23. Proprietary Rights of the Client in Reports and Records	23.1 The service provider will not share any details or information with anyone except after prior permission of the Bank.
D. service provider's Experts and Sub-contractors	
24. Description of Key Experts	24.1 Key Experts Means, the key Staff of the Contractor who will officially coordinate with canteen committee and other staff of the bank as enlisted at appendix D,



25.Replacement of Key Experts	25.1 Any replacement in key staff at clause 24 will be communicated in writing to canteen manager of the bank, who will communicate the same to all concerned quarters.
26. Removal of Experts or Sub-contractors	26.1 Any removal in key staff at clause 24 will be communicated in writing to canteen manager of the bank, however total strength in this regard cannot be less than 2.
E. Obligations of the Client	
27.Assistance and Exemptions	27.1 Unless otherwise specified in the SCC , the Client shall use its best efforts to: (a) Assist the service provider by providing requisite information details as shall be necessary to enable the service provider to perform the Services. (b) Provide to the service provider any such other assistance as may be specified in the SCC .
28.Payment Obligation	28.1 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 & B and in such manner as is provided by GCC F below.
F. Payments to the service provider	
29.Contract Price	29.1 Rates as contained in Appendix – E. However, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, increase in National inflation which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts/rates accordingly. Appendix E .
30.Taxes and Duties	30.1 The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC .
31.Currency of Payment	31.1 Any payment under this Contract shall be made in the Pak Rupees.
32.Mode of Billing and Payment	32.1The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 29.1. 32.2 The payments will be made according to the payment schedule stated in the SCC .
G. Fairness and Good Faith	
33.Good Faith	33.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



H. Settlement of Disputes	
34. Amicable Settlement	<p>34.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>34.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 35 shall apply.</p>
35. Dispute Resolution	<p>35.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>
36. Liquidated Damages	<p>36.1 The service provider shall pay liquidated damages to the Bank at the rate stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities</p>
37. Performance Security	<p>37.1 The service provider shall provide the Performance Guarantee to the Bank no later than 21 days from the date of notification of award. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Bank, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p>
38. Equipment, Vehicles and Materials etc.	<p>38.1 Equipment, vehicles, materials etc. made available to the service provider by the Client, or purchased by the service provider wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment, vehicles, materials etc. and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p>



Special Conditions of Contract

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. The corresponding clause number of the GCC is indicated in parentheses.

Number of GCC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
4.1	The language is <u>English or Urdu</u> .
6.1 and 6.2	<p>The addresses are:</p> <p>Client :</p> <p style="text-align: center;">The Chief Manager State Bank of Pakistan SBP BSC (Bank) Allama Iqbal Road Sialkto Cantt., Pakistan Tel: + 92 -52-9250350 Email: Abdul.Ghafar@sbp.org.pk</p> <p>Service Provider : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
7.1	<p>The Authorized Representatives are:</p> <p>For the Client: The Assistant Chief Manager (Admin) SBP BSC Sialkot</p> <p>For the service provider: (_____)</p>
9.1	The contract shall become effective from _____
10.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be fifteen (15) days.</p>



11.1	Commencement of Services:_____ <p>The number of days shall be fifteen (15).</p>
12.1	Expiration of Contract: <p>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 same rates, terms and conditions</p>
29.1	<p>Rates as contained in Appendix – E. However, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, or inflationary trend in the market which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts/rates accordingly.</p> <p>In such case, The Canteen Committee, upon written request from the contractor 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:</p> $A = P \times \{(1 + 6 \text{ months moving average of monthly national inflation from the date of request (YOY)})\}$ <p>Where A= New price in Rupees And P= The existing price of the item</p>
35.1	Disputes shall be settled by arbitration in accordance with the Pakistan Arbitration Act 1940.
36.1	Bank can impose liquidated damages up to Rs. 10,000/- per instance in case of non-compliance of any requirement defined in Appendix A & B of contract agreement. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 100,000/- . Once the maximum amount is reached, the Bank may consider termination of the contract
37.1	Rs.50,000/- (Rupees fifty thousand only) for entire period of the contract which should remain valid 28 days beyond expiry date of the contract



Appendices

(To be finalized at the contract award stage)

Appendix A & B —Description of the Services, Performance Specifications & Terms of Reference

Appendix C—Services and Facilities Provided by the Bank

Appendix D— Key Personnel Names

Appendix E— Breakdown of the Contract Price

Appendix F — Schedule of Payments

Appendix G— Service Provider's Bid

Appendix H—Notification of Award

Appendix I —Letter of Acceptance

Appendix J— Performance Security

Appendix K— Integrity Pact



Appendix A & B
Description of the Services, Performance Specification and Terms of Reference

Category A		
S.#.	Food Items	Proposed Weight
1	Omelet / Fried Egg	One normal chicken Egg
2	Paratha	200 Grams
3	Bread slices	Sandwich Bread 2 slices
4	Tea (Doodh pati)	Per cup (150 ml)
5	Tea (tea bag)	Per cup (150 ml)
6	Green Tea	Per cup (150 ml)
7	Seasonal Vegetable/mixed vegetable	250 Grams
8	Daal Mash / Mong / Masoor	250 Grams
9	Plain Zera Rice	350 Grams
10	Naan	150 Grams
11	Roti (whole wheat)	150 Grams
12	Chapati	150 Grams
13	Raita	Small bowl (150 ml.)
14	Channa Chaat	200 Grams
15	Samosa	Standard
16	Vegetable Patties	Standard size
17	Chicken Patties	Standard size
18	Plain Cake	One Piece
19	Vegetable rice (Kernal Basmati or equivalent)	300 Grams
20	Chicken Biryani (Kernal Basmati or equivalent)	300 Grams rice with 100 Grams Chicken.
21	Assorted salad items as per season (Russian salad, Cole slaw)	150 Grams
22	Soup	300 grams



23	Daal Chawal	350 grams
24	Murgh Channy	200 Grams
25	Nihari (Beef)	250 grams
26	Vegetable Salad	15 grams
Category B		
27	Anda Channa/Anda Aaloo/Anda Curry	200 Grams with gravy plus one Boiled egg
28	Chicken Korma	250 Grams (100 Grams Meat with 150 Grams gravy)
29	Kulfi	Standard size
30	Zarda with almonds and raisins	150 Grams
31	Curry Pakora	250 Grams with two Pakoras
32	Nihari (Chicken)	250 Grams (100 Grams Meat with 150 Grams gravy)
33	Haleem (Chicken)	250 Grams with gravy
34	Aaloo Gosht (Beef) / Palak Gosht / Daal Gosht	300 Grams (150 Grams meat with 150 Grams gravy)
35	Chicken Karahi (Broiler of Normal Size)	250 Grams with 2 Naans
36	Fish curry	100g fish 150 g curry
37	Ice Cream	Two scoops (Standard size)
38	Shaami Kebab (plate) with ketchup	2 kebabs (100 Grams per kebab)
39	Chicken Yakhni Pulao (Kernal Basmati or equivalent)	350 Grams with chicken piece 100 g
40	Chicken Masala	250 Grams (100 Grams Meat with 150 Grams gravy)
41	Chapli kabab (chicken/beef)	
42	Steamed Chicken (Broiler of Normal Size)	400 Grams (250 Grams chicken piece with 150 Grams rice and Cole slaw)
43	Chicken boneless Handi	250 Grams with 2 Naans



	(Broiler of Normal Size)	
44	Chicken Tikka (Broiler of Normal Size)	250 Grams of chicken with 2 Naans and Chatni / Raita.
45	Kheer	Small bowl (150 Grams)
46	Club Sandwich	Sandwich with Cole slaw, 100 Grams French fries and Chatni / Raita
47	Chicken Burger (Broiler of Normal Size)	Burger with Cole slaw, 100 g French fries and Chatni / Raita.
48	Chicken Zinger Burger	Burger with Cole slaw, 100 g French fries and Chatni / Raita.
49	Custard	Small bowl (150 Grams)
50	Gulab Jamun	Two Gulab Jamuns (60 Grams each)
51	Beef kofta	250 Grams (2 beef koftas 50 Gram each with 150 Gram gravy)
52	Mutton Korma	250 Grams (125 Gram meat plus 125 Gram gravy)
53	Chicken Manchurian + Egg Fried Rice (Broiler of Normal Size)	400 Grams (250 Grams meat with 150 Grams rice)
54	Chicken Chowmein	400 Grams (250 Grams meat with 150 Grams Noodles)
Category C		
55	Coffee Espresso	Per cup (150 ml)
56	Beef Biryani (Kernal Basmati or equivalent)	300 Grams rice with 100 Grams Beef
57	Mutton Karahi	250 Grams (125 Gram meat plus 125 Gram gravy)
58	Fresh Yogurt	Small bowl (150 ml.)
59	Chicken chillies (Broiler of Normal Size)	400 Grams (200 Grams meat/with 100 gravy & 150 Grams rice)
60	French fries	200g with Ketchup
61	Chicket meat balls	



62	Fish and chips	
63	Chicken Shashlik	(Broiler of Normal Size)
64	Seekh Kabab (beef)	4 Seekhs (60 Grams meat per Seekh) with 2 Naans and Chatni / Raita (per serving).
65	Chicken Qeema	200g
66	Fresh Fruit Juice	180ml
67	Mint Margrita	180ml
68	Lemonade	180ml

Note:

Good Quality Raw Material (well-reputed Brands) to be used as described below:

- i) All brands approved by food authority
- ii) Oil used for cooking should be vegetable oil of reputable brand such as Dalda, Habib, Tullo, Soya Supreme, Sufi or equivalent standard brands approved brands by food authority
- iii) Food to be cooked properly and hygienically
- iv) Dishes must be served as per weightage approved.

The Bank shall provide the following facilities as per details mentioned in Appendix C)

- i. Kitchen
- ii. Mineral Water
- iii. Gas & Electricity
- iv. Microwave oven
- v. Furniture
- vi. Air conditioners, Fans
- vii. Cafeteria (one main hall for approx. 60 people).



Contractor Responsibilities

1. To ensure proper management for providing food items and implement adequate procedures by reducing queues and waiting time at the counter. The contractor 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 canteen contractor shall introduce alternative automated collection system such as OMNI payment, POS or any other payment procedure/ mode as and when advised by the bank.
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 *Annexe 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. The canteen shall remain open on all working days and on any other day that may be communicated to the canteen contractor by the Management/ Canteen Committee except during the Holy month of Ramadan.
6. 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 with good quality washing material. Any shortage/damage/breakage found will be recovered from the Performance Guarantee of the contractor upon expiry/termination of contract.
7. All cooking/cutting utensils shall be arranged by the contractor in sufficient quantity. He will ensure that these are properly cleaned /nicked meeting the highest hygienic standard.
8. As and when decided by the bank, Service Provider is required to serve in disposable crockery. Such crockery will be charged on MRP.
9. Contractor shall appoint trained & professional waiters/ servers, head waiters, and the counter personnel possessing customer friendly attitude and the contractor would be required to have professional chef(s).
10. Contractor shall appoint qualified, trained & experienced Canteen Manager, able to manage the daily routine affairs and address problems on the spot, efficiently.
11. The Contractor 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 contractor. The contractor will ensure daily proper washing of crockery and cooking utensils in a hygienic manner. Hence, the contractor shall ensure to maintain high standard of cleanliness and hygiene. Contractor will also provide hygienic food and as per approved quantity. Any slackness in this regard shall not be accepted and at any single violation a fine up to Rs 10,000/- may be imposed on the said irregularities.

12. 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 contractor.
13. Meals shall be served through the counter to all employees.
14. The raw material to be used for preparation of the food stuff shall be of the following specifications only.
 - Reputable brands of Cooking Oil such as Dalda, Habib, Tullo, Soya Supreme, Sufi
 - Reputable brands of standard quality Packed Masala such as National / Shaan / etc
 - Whole Wheat Flour / Atta of best available quality.
 - Rice- first class quality Super kernel/Basmati
 - Chicken- should be fresh and broiler.
 - Mutton / Beef/ Fish- fresh and good quality.
 - Reputable brands of Tea such as Lipton, Brooke Bond, Tapal or equivalent.
 - Sugar- Clean white Sugar and Brown Sugar
 - Reputable brands of Tetra pack milk should be used only such as Nestle Milk pack, Olper or Nurpur, Prema or equivalent
 - Nan (Tandoori), Chapatti, Roti (whole wheat) should be of 150 gm.
15. Cooking / igniting fire shall be restricted within the kitchen or any other place authorized by Canteen Committee.
16. Any poor hygiene, bad presentation of food, bad housekeeping and bad quality of food the contractor will be penalized as decided by the Canteen Committee and such decision shall be final and binding on the contractor. The Canteen Committee will be the sole judge in such case.
17. The Bank 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 contractor in writing by Management.
18. The contractor 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 Bank's employees. The contractor 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 contractor.
19. The number of above mentioned employees of the contractor may be increased or decreased in accordance with number of Bank's employees entitled at that canteen with the concurrence of Canteen Committee.



20. The contractor shall provide security clearance from Police for his staff posted at the Bank in connection with the operation of the canteens at their own expenses. The contractor / his staff whether labor or other category will be required to establish identity at the gate of the Bank through their National Identity Card. Contractor 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 Bank. For the purpose of identification and security, the contractor shall issue proper identity cards to all its employees detailed to work within the premises of the canteens.
21. The contractor must be compliant to all the prevailing laws /statutes of the Country which include but not limited to Labor Laws, Wage Board, Industrial Relations Act 2013, Compensation Act etc. and will follow the rules and regulations / laws enacted by the Govt. of Pakistan from time to time.
22. The contractor must arrange Group, Life, Disability & Health coverage for their employees (deployed in Canteen at SBP) from reputable Insurance Company and also provide coverage under EOBI or equivalent authority as applicable.
23. The contractor 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 Bank will be responsible on account of contractor's obligations whatsoever.
24. The contractor shall be responsible for all the requirements of Employee's Social Security Institution and or under other Acts applicable to contractor being independent employer and shall also regularly pay contribution in respect of his employees employed by him/her for the execution of contract towards EOBI, and other labor laws enactments. The Bank shall not be responsible for the default of such payments.
25. All staff engaged by the contractor for operating the canteens must be healthy. The contractor 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. If any member of the staff is found carrying an infectious disease, as a result of the medical examination that person will have to be replaced by the contractor with another staff at contractor's cost.
26. 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 Bank. If required by bank, 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.
27. The contractor shall be responsible and undertakes to indemnify and hold harmless the Bank, its officers, staff, workers, advisors, agents or any other person acting on behalf of the Bank against all claims resulting from death, injury, burns or accident of any kind caused to his (contractor's employees) acting in discharge of the contractual obligations.
28. If any loss or damage is caused to the Bank's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at its own cost.



29. The Bank reserves the right to extend the validity of the contract on the terms stated herein. The Bank shall ascertain fulfillment of entire stipulations of this contract through its Canteen Committee or any other officials designated for the purpose.
30. In case the Contractor's Service/ quality of food is found unsatisfactory and/or on receipt of any complaint, the Canteen Committee may impose a penalty up to Rs. 10,000/- per instance. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, 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.
31. In case of termination of contract based on service related issues, the relevant contractor will be ineligible to participate in subsequent bidding process.
32. The contractor shall charge along with rates only lawfully applicable tax/s from the Bank employees. Collection of all the applicable taxes and subsequently its deposit with relevant authorities / department shall be sole responsibility of the Canteen Contractor.
33. 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.
34. 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 approved rates.
35. The Contractor shall not transfer/sublet the contract to another person or firm in any case.
36. The Bank through its Canteen Management Committee or its other officials shall have the right to check and weight the quality/quantity/weight of meal/food and standard of cleanliness of the Canteen.
37. As per instruction of Bank, contractor will arrange the stalls of different items for different events within the Bank'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. Bank may at any time go for any option regarding provision of snack/tea services through any alternate source/channel etc.

WEEKLY MENU:

Breakfast, Beverages, Desserts, Salad bar, Bread, refreshments would be available on daily basis while the weekly menu would consist of at least the following items



On daily basis (to be decided by the Canteen Committee in consultation with the contractor) under the following parameters.

One Item of Beef/Mutton/Chicken

One item of Rice

One item of vegetable/pulses

One item of snacks/refreshment



Appendix C

Services and Facilities Provided by the Bank

1. The Bank will provide electricity, gas and mineral water for the canteen free of charge but it will be the responsibility of the Contractor 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 Bank may resort to recovery from the Contractor to the extent of such mis-utilization.
2. The Contractor will be allowed to use the Bank's existing available canteen space/ premises, 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 Contractor to take proper care of all the said items considering them as Bank's property
3. The Contractor will be bound to return the Bank'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 Contractor. Further, the arrangement/ replacement and repair/ maintenance, cleanliness of canteen crockery/ cutlery shall be at the Contractor's cost. As such, the Bank 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 Bank's premises shall be provided by the Bank, through its Internal Bank Security Department, in favor of authorized/ assigned delivery vans and the Canteen personnel



Appendix D

Key Personnel Names

[Insert name, designation, contact numbers of the key personals]



Appendix E

Breakdown of the Contract Price



Appendix F

Schedule of Payments



Appendix G

Service Provider's Bid



Appendix H

Notification of Award



Appendix I

Letter of Acceptance



Appendix J**Performance Security**

To:

The Chief Manager
 State Bank of Pakistan Banking Services Corporation
 Allama Iqbal Road
 Sialkot Cantt.

WHEREAS [*name of Service provider*] (hereinafter called “the Service provider”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] to provide services [*description of services*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Service provider’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, up to a total of [*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 2024.

Signature and seal of the Guarantors

 [*name of bank or financial institution*]



Appendix K

Integrity Pact

STATE BANK OF PAKISTAN
BANKING SERVICES CORPORATION
Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage etc

_____ [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 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, [the 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.

[The 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.

[The 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 instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the 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 [the Service provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

