



Bidding Documents

Procurement of Cafeteria Services for National Institute of Banking and Finance

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

March 2024

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National Institute of Banking and Finance (NIBAF)

Invitation to Bid (ITB)

ITB No. NIBAF (Proc.)/Cafeteria/00162/2024

National Institute of Banking and Finance (NIBAF) invites sealed bids from eligible Bidders registered with relevant tax authorities and who appear on the Active Taxpayers List of FBR for the **Procurement of Cafeteria Services for National Institute of Banking and Finance** for its Centers at Islamabad, Karachi, Lahore, and Peshawar for a period of one (01) year that is further extendable for two (02) more years on annual basis subject to mutual consent and satisfactory services.

The interested bidders can participate in the bidding process as per Rule 36(a) of PPRA for any one center or all centers. However, a separate bid will have to be submitted for each center and similarly evaluation process and award of the contract will also be carried out independently for each center as per the provisions of Bidding Documents.

Bidding documents containing detailed Description of Services, Terms & Conditions, etc. may be obtained free of cost from NIBAF and SBP websites at www.nibaf.gov.pk & www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents, including any addenda posted on the NIBAF website, shall prevail.

A Pre-Bid meeting will be held at Ground Floor, National Institute of Banking and Finance, Pitras Bukhari Road, H-8/1, Islamabad on **March 26, 2024 at 11:00 AM**.

The bids prepared in accordance with the instructions provided in the Bidding documents must be submitted in a hard copy (in person or by post) at the address given below on or before the bid submission deadline as follows;

Center	Bid Submission Deadline	Bid Opening Schedule
Islamabad	04-04-2024 11:00 AM	04-04-2024 11:30 AM
Lahore	04-04-2024 12:00 PM	04-04-2024 12:30 PM
Karachi	04-04-2024 12:30 PM	04-04-2024 01:00 PM
Peshawar	04-04-2024 01:00 PM	04-04-2024 01:30 PM

All bids will be opened as per the specified schedule above at Main Auditorium, Ground Floor, National Institute of Banking & Finance, H-8/1 Pitras Bukhari Road, Islamabad, in the presence of representatives of bidders who may choose to be present. This advertisement is also available on websites: www.nibaf.gov.pk www.sbp.org.pk & www.ppra.org.pk

Sr. Joint Director Administration,
National Institute of Banking & Finance
H-8/1 Pitras Bukhari Road, Islamabad
Tel: 051-9269844

SECTION II – INSTRUCTIONS TO BIDDERS

A. Introduction	
1. Scope of Bid	<p>1.1. National Institute of Banking and Finance having its principal place of business as defined in Bid Data Sheet, hereinafter called “NIBAF”, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(a) “Single stage one envelope procedure” of PPR-2004 for “Procurement of Cafeteria Services for National Institute of Banking and Finance” as detailed in the Bidding Documents.</p> <p>1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all Bidders who meet the qualification criteria given in Bidding Documents.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by NIBAF for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A Bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules-2004 (PPR-2004), shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any Bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to NIBAF, as NIBAF shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All Bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet.</p> <p>3.3. To qualify for the award of the Contract, Bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>

A. Introduction	
4. One Bid per Bidder	4.1. Each Bidder shall submit only one Bid against each center.
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid(s), and the NIBAF in no case will be held responsible or liable for those costs.
6. Visit to NIBAF's Premises	<p>6.1. If the conditions so permit, the NIBAF may allow Bidder to visit the NIBAF 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.</p> <p>6.2. If the conditions so permit, NIBAF 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 NIBAF adequate notice of a proposed visit of at least seven (07) days prior to deadline for submission of bids. Alternatively, NIBAF may organize a visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a visit will not be a cause for its disqualification.</p> <p>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.</p>

B. Bidding Documents	
7. Content of Bidding Documents	<p>7.1. The contents of the Bidding Documents subscribe to Rule 23 of PPR-2004 are given below. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ul style="list-style-type: none"> i. Invitation to Bid ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms for Technical Proposal vi. Bid Evaluation Criteria vii. Forms for Financial Proposal viii. Form of Contract ix. General Conditions of Contract (GCC) x. Special Conditions of Contract (SCC) xi. Description of Services xii. Format of Security Forms <p>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>7.3. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid.</p>
8. Clarification of Bidding	8.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach NIBAF in writing at the given address and by

B. Bidding Documents	
Documents and Pre-bid Meeting	<p>one of the means indicated in the BDS. NIBAF will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids.</p> <p>8.2. The NIBAF will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.</p>
9. Amendment of Bidding Documents	<p>9.1. At any time before the deadline for submission of bids, NIBAF, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>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 NIBAF. The 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.</p> <p>9.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, NIBAF may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p>

C. Preparation of Bids	
10. Language of Bid	<p>10.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and NIBAF 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.</p>
11. Documents Comprising the Bid	<p>11.1. The bid(s) submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> i. Forms for Technical Proposal under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Proposal under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original vi. Authorisation in accordance with the Clause 16 of ITB. vii. Any other materials/ services required to be completed and submitted by Bidders, as specified in the Bid Data Sheet.

C. Preparation of Bids

12. Bid Prices	<p>12.1. The Contract shall be executed for the Services, as described in the Appendix A & B of the contract.</p> <p>12.2. The Bidder shall quote rates and prices for all items of Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by NIBAF when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule.</p> <p>12.3. All duties, indirect taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Tax Authorities.</p> <p>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 the General Conditions of Contract and/or Special Conditions of Contract.</p>
13. Currencies of Bid and Payment	<p>13.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by NIBAF would be in Pak Rupees.</p>
14. Bid Validity	<p>14.1. Bids shall remain valid for a period specified in the BDS.</p> <p>14.2. In exceptional circumstances, NIBAF may request the Bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of extension, and in compliance with ITB Clause 14 in all respects.</p>
15. Bid Security	<p>15.1. The bid security shall be denominated in the currency of the bid:</p> <ul style="list-style-type: none">i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by NIBAF prior to bid submission;iii. be payable promptly upon written demand by NIBAF;iv. be submitted in its original form; copies will not be accepted;

C. Preparation of Bids	
	<ul style="list-style-type: none"> v. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 14.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful Bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the authority letter for receiving the instrument. viii. the most advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee. ix. the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of NIBAF. <p>15.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. In the case of Most Advantageous Bidder, if the Bidder fails to sign the Contract under ITB Clause 31.4 or fails to provide Performance Guarantee.
16. Format and Signing of Bid	<p>16.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>16.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The authorization must be in writing and included in the bid under ITB Clause 11.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall put signatures on all pages of the bid, except for the un-amended printed literature.</p> <p>16.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.</p>

D. Submission of Bids	
17. Sealing and Marking of Bids	<p>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 NIBAF at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."</p>

D. Submission of Bids	
	<p>17.2. In addition to the identification required in Sub-Clause 17.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 19.</p> <p>17.3. If the outer envelope is not sealed and marked as above, NIBAF will assume no responsibility for the misplacement or premature opening of the Bid.</p>
18. Deadline for Submission of Bids	<p>18.1. Bids must be received (through an authorized representative or courier/postal service) by NIBAF at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>18.2. NIBAF may extend the deadline for submission of bids by issuing an amendment under ITB Clause 9, in which case all rights and obligations of NIBAF and the Bidders previously subject to the original deadline will then be subject to the new deadline.</p>
19. Late Bids	<p>19.1. Any Bid received (through an authorized representative or courier/postal service) by NIBAF after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder.</p>
20. Modification and Withdrawal of Bids	<p>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 NIBAF before the deadline prescribed for submission of bids under ITB Clause 18.</p> <p>20.2. No bid can be modified after the deadline for submission of bids.</p> <p>20.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.</p>

E. Bid Opening and Evaluation	
21. Bid Opening	<p>21.1. NIBAF will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>21.2. For in person meeting, the Bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
22. Process to Be Confidential	<p>22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by NIBAF to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without NIBAF's prior written consent.</p>

E. Bid Opening and Evaluation	
	22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Institute may reject its bid and/or terminate the Contract.
23. Clarification of Bids	23.1. During the bid evaluation, NIBAF may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	<p>24.1. NIBAF will examine the bids as per PPRA Rule 36(a) to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Proposal under Section III and relevant documents under Section IV <p>24.2. Bidders have to submit bids with COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>24.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected.</p> <p>24.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>24.5. Bids submitted late will also be rejected.</p>
25. Correction of Errors	<p>25.1. Bids determined to be substantially responsive will be checked by NIBAF for any arithmetic errors. Arithmetical errors will be rectified by NIBAF on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between prices exclusive of tax and the total price that is obtained by adding the exclusive of tax price and tax amount, the price exclusive of tax shall prevail, and the total price shall be corrected; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>25.2. The amount stated in the Bid will be adjusted by NIBAF as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
26. Evaluation and Comparison of Bids	<p>26.1. The Technical Proposals of the only qualified Bidders under ITB Clause 24, shall be examined in detail as per Rule 30 of PPRA.</p> <p>26.2. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will</p>

E. Bid Opening and Evaluation	
	<p>be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NIBAF will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <ul style="list-style-type: none"> i. Making any correction for arithmetic errors pursuant to Sub-Clause 25.2 of ITB hereof. ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening. <p>26.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p> <p>26.4. The score obtained against Financial Proposals and technical proposal will be considered as Most Advantageous bid.</p>
27. Contacting the NIBAF	<p>27.1. Subject to Clause 23 of ITB heretofore, no Bidder shall contact NIBAF on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAF. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> i. Technical and Financial Evaluation Report/Results would be posted for seven (7) days on NIBAF's website/shared with participating Bidders. ii. Financial and Technical Evaluation Report would be posted on PPRA and NIBAF websites for fifteen (15) days as per Rule 35 of PPRA. <p>27.2. Any Bidder feeling aggrieved by any act of NIBAF may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.</p>

F. Award of Contract	
28. Award Criteria	<p>28.1. The contract, will be awarded, separately for each center, to the bidder whose bid is found to be the most advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant with applicable laws and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
29. NIBAF 's Right to Reject all the Bids	<p>29.1. NIBAF reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, but NIBAF will not</p>

F. Award of Contract	
	be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the Bidders.
30. NIBAF 's Right to Vary Scope of Services at Time of Award	30.1. NIBAF reserves the right at the time of award of contract to increase or decrease scope of services, provided such variation should be in line with the provisions of PPR-2004 .
31. Notification of Award and Signing of Agreement	<p>31.1. Prior to the expiration of the period of bid validity, NIBAF will notify the most advantageous Bidder separately for each center in writing, via registered letter/email, that its bid has been accepted.</p> <p>31.2. The notification of award will constitute the formation of the Contract.</p> <p>31.3. Upon the most advantageous Bidder's furnishing of the performance guarantee pursuant to ITB Clause 33.1, NIBAF will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15</p> <p>31.4. Most advantageous bidder(s) shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to NIBAF within fifteen (15) days.</p>
32. Disqualification Prior to Contract Signing	32.1. After issuance of Notification of Award and before execution of procurement contract(s) with the most advantageous Bidder(s), if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
33. Performance Guarantee	<p>33.1. After the receipt of Notification of Award, the Most Advantageous Bidder(s), within the specified time, shall deliver to NIBAF, a Performance Guarantee in the amount and in the form stipulated in the BDS.</p> <p>33.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>33.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by NIBAF as a result of arbitration; or iii. violates any law(s) during execution of Contract. iv. fails to start the execution of services or stop providing services without prior approval of NIBAF.

F. Award of Contract					
34. Advance Payment and Security	34.1. NIBAF will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.				
35. Grievances Redressal	35.1. Any Bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) , as per Rule 48 of PPR-2004 .				
36. Code of Conduct	<p>36.1. It is NIBAF's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, NIBAF follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p> <ul style="list-style-type: none"> i. "coercive practices" means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. "collusive practices" means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. "corrupt practices" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. "fraudulent practices" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and v. "obstructive practices" means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;" <p>36.2. Under Rule 19 of PPR-2004, NIBAF can inter alia blacklist the Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>36.3. Under Rule 19 of PPR-2004, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of NIBAF 's management:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Nature of Offense/ Fault</th> <th style="text-align: center;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table>	Nature of Offense/ Fault	Means of Verification		
Nature of Offense/ Fault	Means of Verification				

F. Award of Contract

Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of NIBAF. • Cross verification of documentary undertaking submitted by Service Provider.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
Bidder failed to abide with Bid Form	Failed to abide with Bid Form

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

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

36.5. Under **Rule 7 of PPR-2004**, Bidder undertakes to sign an Integrity Pact in accordance with the prescribed format given in the Bidding Documents for all the procurements estimated to exceed Rs.10 million or any other limit prescribed by NIBAF .

36.6. NIBAF's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold NIBAF's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NIBAF, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and termination of contract arising out of this procurement.

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

- i. A Bidder that has been engaged by NIBAF to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, Bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

F. Award of Contract	
	<p>ii. A Bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the Bidder to be executed for the same or another client.</p> <p>iii. A Bidder (including its Personnel) that has a business or family relationship with a member of NIBAF 's staff who is directly or indirectly involved in any part of</p> <ol style="list-style-type: none"> a) the preparation of the specifications of the goods, b) the selection process for such assignment, or c) Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within NIBAF . <p>iv. Bidders shall not recruit or hire any agency or current employees of NIBAF. Recruiting former employees of NIBAF 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 NIBAF by the Bidder as part of the bid.</p>
37. Overriding Effect of PPR-2004	37.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.
38. Beneficial Ownership Information	<p>38.1. For Services/works worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, NIBAF shall:</p> <p>38.2. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004.</p> <p>38.3. Reject the bid of the said company.</p>

G. BID DATA SHEET (BDS)

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

ITB Clause	Description
1.1	<ul style="list-style-type: none"> • Procurement Title: <i>Procurement of Cafeteria Services for National Institute of Banking and Finance</i> • Reference Number: <i>ITB No. NIBAF (Proc.)/Cafeteria/00162/2024</i>

ITB Clause	Description															
	<ul style="list-style-type: none"> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>“Single Stage One Envelope Procedure” as per Rule-36(a) of PPR-2004.</i> 															
2.5	<ul style="list-style-type: none"> • A list of debarred firms and individuals is available at the PPRA website: Blacklisted/Debarred Firms of Pakistan (ppra.org.pk) 															
3.3	<ul style="list-style-type: none"> • The mandatory eligibility/qualification criteria as given in Section IV-“Eligibility/Qualification Criteria” of Bidding Documents. 															
8.2	<ul style="list-style-type: none"> • The Pre-Bid meeting shall be held at National Institute of Banking and Finance, Pitras Bukhari Road, H-8/1, Islamabad on March 26, 2024, 11:00 AM (PKT). Bidders are encouraged to attend the meeting using the following details; • In case of any related queries, please email at NIBAF.Procurement@nibaf.gov.pk 															
14.1	<ul style="list-style-type: none"> • Bid Validity period is 180 (One Hundred Eighty) days from the date fixed for opening of the Bids. 															
15.1	<ul style="list-style-type: none"> • Separate Bid Security against each center must accompany the respective bid (Technical Proposal) for the respective center. Bid Security in favor of NIBAF should be submitted as per following details: <table border="1" data-bbox="386 955 1425 1123"> <thead> <tr> <th data-bbox="386 955 472 989">Sr#</th> <th data-bbox="472 955 868 989">Center</th> <th data-bbox="868 955 1425 989">Bid Security Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 989 472 1022">1</td> <td data-bbox="472 989 868 1022">Islamabad</td> <td data-bbox="868 989 1425 1022">200,000/-</td> </tr> <tr> <td data-bbox="386 1022 472 1056">2</td> <td data-bbox="472 1022 868 1056">Karachi</td> <td data-bbox="868 1022 1425 1056">100,000/-</td> </tr> <tr> <td data-bbox="386 1056 472 1089">3</td> <td data-bbox="472 1056 868 1089">Lahore</td> <td data-bbox="868 1056 1425 1089">100,000/-</td> </tr> <tr> <td data-bbox="386 1089 472 1123">4</td> <td data-bbox="472 1089 868 1123">Peshawar</td> <td data-bbox="868 1089 1425 1123">100,000/-</td> </tr> </tbody> </table> <p data-bbox="386 1129 1425 1339">Bid security can be submitted in the form of Pay Order / Bank Draft/ Call Deposit/Bank Guarantee drawn in favor of NIBAF along with Technical Bid in sealed envelope. Any bid without bid security or insufficient in any respect including validity period will be rejected (in the case of a bank guarantee, the validity of the bank guarantee should be twenty-eight (28) days beyond the bid validity period).</p>	Sr#	Center	Bid Security Amount in Rs.	1	Islamabad	200,000/-	2	Karachi	100,000/-	3	Lahore	100,000/-	4	Peshawar	100,000/-
Sr#	Center	Bid Security Amount in Rs.														
1	Islamabad	200,000/-														
2	Karachi	100,000/-														
3	Lahore	100,000/-														
4	Peshawar	100,000/-														
16.1	<ul style="list-style-type: none"> • Only One (01) Bid is required to be submitted for each center. Submission of related copies is optional. 															
17.1	<ul style="list-style-type: none"> • 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 PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. • The outer envelope shall be addressed to NIBAF at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The contents of the Technical and Financial Proposal are mentioned as follows; <p data-bbox="386 1822 1006 1856"><u>Contents of the Technical Proposal Envelope:</u></p> <ol style="list-style-type: none"> <li data-bbox="456 1885 1250 1919">i. Tech. Form I - Authorization Form for Bidder’s Representative <li data-bbox="456 1919 1425 1944">ii. Tech. Form II - Technical Proposal Submission Form/ Form of Bid / Offer 															

ITB Clause	Description
	<p>Letter</p> <ul style="list-style-type: none"> iii. Tech. Form III - Bank Guarantee Form for Bid Security iv. Tech. Form IV - Technical Compliance Form v. Tech. Form V - Affidavit for Bidder's Blacklisting Status vi. Tech. Form VI - Declaration of Beneficial Owners' Information vii. Duly signed and stamped Bidding documents viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV. <p><u>Contents of the Financial Proposal Envelope:</u></p> <ul style="list-style-type: none"> i. Fin. Form I - Financial Proposal Submission Form ii. Fin. Form II - Price Schedule <p><u>Important Note:</u></p> <ul style="list-style-type: none"> i. Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. ii. All participating Bidders may be required to submit a scanned copy of the submitted Original Technical Proposal Only after the opening of the Technical Proposal at NIBAF.Procurement@nibaf.gov.pk
18.1	<ul style="list-style-type: none"> • NIBAF's address for Bid submission is as mentioned in Notice for Invitation to Bid. • The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bid.
21.1	<ul style="list-style-type: none"> • Bids will be opened as defined in Notice for Invitation to Bid.
30.1	<ul style="list-style-type: none"> • Fifteen percent (15%) increase or decrease in scope of services.
33.1	<ul style="list-style-type: none"> • The most advantageous Bidder shall furnish a Performance Guarantee equal to 5 % of the contract amount in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the contract expiry date. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract. • Since separate contracts will be signed for each center therefore separate performance guarantee must be submitted by The Most Advantageous Bidder(s) against each contract.
35.1	<ul style="list-style-type: none"> • The address of Grievance Committee is: <p style="text-align: center;">Chairman Grievances Committee, Office of the Director Administration, National Institute of Banking & Finance H-8/1 Pitras Bukhari Road, Islamabad Tel: 051-9269844</p>

SECTION III- FORMS FOR TECHNICAL PROPOSAL

Checklist of Required Forms for Technical Proposal

1. **TECH Form 1 - Authorization Letter**
2. **TECH Form 2 - Technical Proposal Submission Form**
3. **TECH Form 3 - Bank Guarantee Form for Bid Security**
4. **TECH Form 4 - Technical Compliance Form**
5. **TECH Form 5 - Format of Service Execution Plan**
6. **TECH Form 6 - Affidavit for Bidder's Blacklisting Status**
7. **TECH Form 7 - Declaration of Beneficial Owners' Information**

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

(On Official Letterhead)

ITB No: ITB No. NIBAF (Proc.)/Cafeteria/00162/2024
Title: Procurement of Cafeteria Services for National Institute of Banking and Finance

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

Official Seal & Signature of Bidder:	_____
Date:	_____

(On Official Letterhead)

ITB No: ITB No. NIBAF (Proc.)/Cafeteria/00162/2024
Title: Procurement of Cafeteria Services for National Institute of Banking and Finance

To:

Director Administration,
National Institute of Banking and Finance,
H-8/1, Pitras Bukhari Road,
Islamabad.

Dear Sir,

1. Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid. We are submitting our proposal for providing Cafeteria services at NIBAF -----.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of **two hundred eight (208) days** (In case of a Bank Guarantee only).
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
5. We agree to abide by this Bid for a period of **180 days** from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any Clause/sub-Clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 2024

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

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

Over Stamp Paper

Guarantee No. _____
Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
Name of Principal (Service Provider) with address: _____
Penal Sum of Guarantee (express in words and figures) _____
Bid Reference No. ITB No. NIBAF (Proc.)/Cafeteria/00162/2024
Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the National Institute of Banking and Finance, (hereinafter referred to as “”) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for the **Procurement of Cafeteria Services for National Institute of Banking and Finance** to NIBAF _____; and

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

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

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

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

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

PROVIDED ALSO THAT NIBAF shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from NIBAF forthwith and

without any reference to the Bidder or any other person.

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

Guarantor (Bank)

(On Official Letterhead)

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

Seal and Signature of Bidder: _____

General Note

- *The bid found to be the Most Advantageous i.e. having qualified the minimum eligibility/qualification criteria and scoring maximum marks in the combined technical and financial evaluation against each centre as per the given evaluation criteria will be awarded the contract for respective centre.*

Parameter	Guiding Points	Bidder's Response
<p>Team Profile (Qualification & Experience)</p>	<p>No of Chefs/Cooks: <i>(This number should be based on daily serving of staff & types of dishes)</i></p>	
	<p>Experience of Chefs/Cooks: <i>(no of years)</i> <i>Please mention separately against each chef/cook</i></p>	
	<p>Education/Certifications of Chefs/Cooks: <i>Please mention separately against each chef/cook</i></p>	
	<p>No of Handling Staff: <i>-Serving staff/waiters</i> <i>-kitchen helpers</i></p>	
<p>Procedures for Handling & Storage of Ingredients</p>	<p>How will the following ingredients be stored & kept fresh: <i>- Meat & vegetable Items</i> <i>-Dry ingredients (flour, rice, spices etc.)</i> Mechanism to monitor and replace/discard expired items <i>- Storing near expiry products separately</i> <i>- Keeping a record of entry & expiry dates of all ingredients</i></p>	
<p>SOPs for Cleanliness & Hygiene</p>	<ul style="list-style-type: none"> i. Frequent Hand Washing at Hand Washing Sinks ii. Gloves, Hairnet & Utensils Use When Handling Ready-to-Eat Foods iii. Employee Uniform Standards (should not be torn, dirty, contaminated with fluids such as blood, sweat etc.) iv. Separate Timings & designated places for Eating, Drinking, Taste Testing & Breaks/Meals for service provider staff v. Prohibit Employee Smoking vi. Maintain Employee Dressing Rooms vii. Immediately treat Cuts, Burns, or Lesions on Lower Arms or Hands viii. Avoid Contact with Blood & Bodily Fluids ix. Monitor Employee Illness & prohibit entry in canteen x. Standards for Receiving Food Central Foods Warehouse xi. Standards for Receiving Food All other Dining Venues xii. Handling Rejected Food xiii. Canteen staff should be trained on how to handle ingredients & food items xiv. FIFO (First in, First Out) Stock Rotation 	

	xv. Washing Fruits and Vegetables Cleanliness of serving counters during daily operations.	
Plan for Customer Complaints Resolution	<p>The plan should include procedure for:</p> <ul style="list-style-type: none"> • Registering the Complaints • Resolving the complaint • Recording Complainant feedback after resolution of complaint • Keeping record of complaints • Taking actions to avoid repetition of similar complaints 	

(On Stamp Paper of Rs. 100)

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Bidder:	_____
Date:	_____

(On Official Letterhead)

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

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

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

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

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

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

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

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

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

TECH FORM 08- FORMAT FOR UNDERTAKING

(On Stamp Paper of Rs. 100)

ITB No: ITB No. NIBAF (Proc.)/Cafeteria/00162/2024
Title: Procurement of Cafeteria Services for National Institute of Banking and Finance

Dear Sir,

- i. I/We, M/s _____, hereby undertake that I/We, M/s _____ shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
 - a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government
 - b. EOBI/Social Security registration of its resources and regular payment of contributions
 - c. Gratuity
 - d. Group Life and Medical Insurance
 - e. Casual, medical and maternity or any other leaves as per applicable laws
 - f. Any other requirement as per applicable laws
- ii. I/We, M/s _____, shall issue appointment letters to my/our employees working under this contract in compliance of the above stated laws.
- iii. I/We, M/s _____, understand and agree unconditionally that in case I/We, M/s _____ fail to abide by the above undertaking or any of terms of the Contract, NIBAF shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.

Seal & Signature of Bidder:	_____
Date:	_____

SECTION IV – MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA

For Islamabad:

Part A –Mandatory Eligibility/Qualification Criteria

Sr.#	Minimum Eligibility/ Qualification Criteria	Means of verification
1	The bidders must be registered with tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate and proof of ATL.
2	The bidders must have at least 3 (three) years' experience in canteen/cafeteria services business in residential training institutes/hospitals or any corporate entity, of similar functional/technical characteristics	Attach copies of Work order / PO/ Contracts or any other sufficient verifiable documentary proof.
3	Bidder must have at least 03 work orders (total duration of these contracts must be at least 3 years) of providing cafeteria in residential training Institute/hospital or corporate entity with at least 01 contract in progress.	Attach copies of Work order/PO/Contracts/ Sufficient verifiable proof (Running contracts will also be considered).
4	Bidder must have average annual turnover/gross sales in last 3 years of at least Rs. 5.0 million per annum in catering business from residential training institutes/ hospitals or any corporate entity.	Copies of contract with documentary evidence of amount received/Audited Financial Statements/ FBR Tax Returns or any other suitable evidence
6	The bidder should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	Attach Affidavit on Stamp Paper of Rs. 100/- as per the format provided in Tech Form 06.
7	The bidder should submit an affidavit that the bidder will comply with labor and other applicable laws.	Attach Undertaking on Stamp Paper of Rs. 100/- as per the format provided in Tech Form 08.
<u>The bidders who meet the mandatory eligibility criteria will be further evaluated based on the given score-based evaluation criteria.</u>		

Part B – Score-based Evaluation Criteria

Qualification Parameter	Maximum Score	Means of verification
1. Services Execution Plan (Maximum Score 10)		
i. Team Profile (Qualification & Experience). ii. Procedures for Handling & Storage of Ingredients iii. SOPs for Cleanliness & Hygiene iv. Plan for Customer Complaints Resolution	10	<i>Bidders are required to submit detailed / comprehensive services execution plan for the required services for following parameters as per Form-5 of Section-III.</i>
2. Onsite Assessment of Current Establishment (Maximum Score 90)		
a. Food Quality (Taste, presentation & freshness)	40	<i>Bidders will be assessed by an Independent</i>
b. Hygiene/Cleanliness (Personal Hygiene of food handlers and Cleanliness)	20	

c. Kitchen/Store Management (Food Preparation, Shelving/storage and temperature)	10	<i>Evaluation Committee by visiting and evaluating their running cafeteria/canteen.</i>
d. NIBAF' Feedback (Food Quality, Services Quality and Feedback from social media platform)	20	
Total	100	
Note:		
i. Minimum passing score to qualify for next stage is 70 in technical criteria.		
ii. Weightage of the Technical & Financial Proposals shall be in the ratio of 30:70, respectively.		

Supporting Information which should be covered by the Bidder in its Services Execution Plan.

The purpose of this criterion is to gauge the quality, efficiency and control / management of the service provider and to judge its services being performed in residential training institutes / hospitals or any corporate entity, of similar functional / technical characteristics and of a comparable scale.

Bidders while submitting the Service Execution Plan must consider the following points:

1. Operational timings of the canteen, menu items, average number of employees visiting the NIBAF Cafeteria for meals / tea, tools / kitchen equipment / installations available within NIBAF premises etc. In addition, supporting details for service providers are given in Appendix A & B of the Bidding Documents which should be adhered.
2. To provide the services through trained & professional NIBAF Cafeteria Manager, chefs, cooks, servers, etc. with highest standards of customer service. For this purpose, the service provider shall be solely responsible to engage the staff on his own account and for all matters related to their hiring, firing, payment of wages etc. as per applicable laws. The NIBAF Cafeterias staff hired by the service provider as well as service boys shall wear neat and clean prescribed uniform, gloves, shoes and caps to be provided by the service provider at its own cost.
3. The service provider shall be responsible for providing efficient service at the NIBAF Cafeterias during any period the Cafeterias are required to remain open. NIBAF Cafeteria timing can vary depending on the requirement and decision of the NIBAF.
4. The service provider shall be responsible to implement procedures and guidelines as advised from time to time by the NIBAF.
5. Service provider will ensure daily availability of sufficient quantity of food with minimum serving time.
6. Service provider will ensure provision of fresh A Grade seasonal fruit as per pre-approved prices.
7. NIBAF will decide weekly standard buffet menu on each weekend for next week.
8. NIBAF will conduct periodical lab testing of food items or as & when required.

Furthermore, participating bidders are strongly encouraged to visit the NIBAF Cafeteria for better understanding of the requirements, etc. In this connection bidders may contact NIBAF at the email address given in BDS.

Technical and Financial Evaluation of Eligible Bidders for Islamabad Center will be made on following Criteria:

Formula for Calculation of Most Advantageous Bid:

Technical Evaluation (Service Execution Plan + Onsite Assessment) = 30%

Financial Evaluation (Sum of all 05 categories mentioned in the Financial Proposal Form-II) = 70%

Weighted Score of Technical Evaluation (W1):

Total Score for Technical Evaluation= Score obtained in Service Execution Plan + Total score obtained in onsite visit in running contract

$W1 = \text{Total Score in Technical Evaluation} * 0.30$

Weightage Score of Financial Evaluation (W2):

Total Score for Financial Evaluation= $100 * F_m / F$

Where F_m =Lowest quoted price & F = price of the bid under consideration

$W2 = \text{Total Score in Financial Evaluation} * 0.70$

$W3 = W1 + W2$

Bids are ranked according to their combined technical and financial scores using the weights given to the Technical and Financial Proposal as: **$W3 = W1 + W2$**

The bidder scoring the highest total ($W3$) will be declared as the most advantageous (lowest evaluated bidder).

For Other Centers (Karachi, Lahore and Peshawar):

Eligibility/Qualification Criteria

Sr.#	Minimum Eligibility/ Qualification Criteria	Means of verification
1	The bidders must be registered with tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate and proof of ATL.
2	The bidders must have at least 3 (three) years' experience in canteen/cafeteria services business.	Attach copies of Work order / PO/ Contracts/ Sufficient verifiable proof to prove 3 years relevant experience i.e. Copy of contracts/PO etc. older than 3 years (three years will be counted from the date of opening of technical bids)
3	Bidder must have at least 03 work orders (total duration of these contracts must be at least 3 years) of providing cafeteria services in corporate entities with at least 01 contract in progress.	Attach copies of Work order/PO/Contracts/ Sufficient verifiable proof (Running contracts will also be considered).
4	Bidder must have average annual turnover/ gross sales in last 3 years of at least 1.0 million per annum in catering business from residential training institutes/ hospitals or any corporate entity.	Copies of contract with documentary evidence of amount received / FBR Tax Returns or any other suitable evidence
6	The bidder should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	Attach Affidavit on Stamp Paper of Rs. 100/- as per the format provided in Tech Form 06.

7	The bidder should submit an affidavit that the bidder will comply with labor and other applicable laws.	Attach Undertaking on Stamp Paper of Rs. 100/- as per the format provided in Tech Form 08.
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Technical and Financial evaluation of eligible bidders For other Centers (Karachi, Lahore, Peshawar) will be made on following score based criteria:

Qualification Parameter	Maximum Score	Means of verification
1. Experience		
Experience of serving in reputable public / Private organizations (in years). Each year of experience=05 Marks	30	<i>Bidders are required to submit work order / letter of award or any other sufficient documentary evidence.</i>
2. Average Sales Turnover/Gross Sales		
Average annual turnover/ gross sales of bidder on Annual basis. i. Average Annual Turnover/Gross Sales of 1Million= 10 marks ii. From Rs 1,000,001 to 1,200,000=15 Marks iii. From 1,200,001 to 1,400,000=20 Marks iv. Rs. 1,400,001 and above=30 Marks	30	<i>Bidders are required to submit Tax returns/ Audited Financial Statements or any other sufficient documentary evidence.</i>
3. Feedback from Clients of Bidders		
Feedback from organizations where food serving has been done by the bidder. Satisfactory feedback from each client will score 10 marks.	40	<i>Bidders are required to submit details of clients with sufficient documentary evidence</i>
Total (B1)		100
Note:		
<ul style="list-style-type: none"> i. Minimum passing score to qualify for next stage is 70 in technical criteria. ii. Weightage of the Technical & Financial Proposals shall be in the ratio of 30:70, respectively. iii. Evaluation will be done separately for each centre. 		

Technical Evaluation for Karachi, Lahore and Peshawar Centers will be made on following Criteria:

1. Formula for Calculation of Most Advantageous Bid:

Technical Evaluation (Experience + Annual Turnover+ Feedback of Clients) = 30%
 Financial Evaluation (Sum of all categories mentioned in the Financial Proposal Form-II for respective centre) = 70%

2. Weighted Score of Technical Evaluation (P1):

Total Score for Technical Evaluation= Score obtained in Experience + Annual Turnover+ Feedback of Clients

$P1 = \text{Total Score for Technical Evaluation} * 0.30$

3. Weightage Score of Financial Evaluation (P2):

Total Score for Financial Evaluation= $100 * F_m / F$

Where $F_m = \text{Lowest total quoted price}$ & $F = \text{Total price of the bid under consideration}$

$P2 = \text{Total Score in Financial Evaluation} * 0.70$

$P3 = P1 + P2$

Bids are ranked according to their combined technical and financial scores using the weights given to the Technical and Financial Proposal as: **$P3 = P1 + P2$**

The bidder scoring the highest total (P3) will be declared as the most advantageous (lowest evaluated bidder) separately against each centre.

Note:

- The bidders must submit documentary evidences in support of above. In case of non-submission hereof, the relevant bid will be rejected.
- The bidders' minimum Eligibility/Qualification will be ascertained totally on Compliance basis.

Seal and Signature of Bidder: _____

SECTION V – FORMS FOR FINANCIAL PROPOSAL

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

(On Official Letterhead)

Date: _____

To:

The Director
National Institute of Banking and Finance,
Pitras Bukhari Road, H-8/1,
Islamabad.

Dear Sir:

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

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

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

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 21** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2024__.

[Seal & signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

(On Official Letterhead)

Name of Bidder _____

Procurement Title: Procurement of Cafeteria Services for National Institute of Banking and Finance

Reference Number: ITB No. NIBAF (Proc.)/Cafeteria/00162/2024

I. Price Schedule:

- Rates to be quoted using spices, oil and other ingredients of well reputed brands as mentioned in Appendix A & B as well as incorporating the subsidies as detailed in Appendix C and other terms and conditions of the contract.

1. Price Schedule of Regular Buffet Menu for Islamabad Center

Category	Segment	Description	Weightage	Rate per person per day (with all taxes and other cost) (Rs.)
A	Breakfast	<ul style="list-style-type: none"> • Egg Omelette/ fried/ boiled, butter, jam, toast/ paratha, tea (daily). • Halwa Puri once a week. 	13%	
B	Morning Tea*	<ul style="list-style-type: none"> • Tea/green tea with Ticky pack biscuits (06 pieces) / Sandwiches once a week / Samosa once a week/ Pakoray once a week, etc. 	7%	
C	Lunch	<ul style="list-style-type: none"> • Meat dish (5 days a week) • Beef/Kabuli Pulao once a week. • Chicken Biryani once a week. • BBQ + cold drink (twice a week) • White/brown/vegetable rice (5 days a week) • Vegetable or daal (everyday) • Roti, salad, raita (everyday) • Dessert (kheer/ fruit trifle /Gulab Jaman etc. (5-days a week) • Ice cream (once a week) • Combination of two fresh fruit (once a week) 	40%	
D	Evening Tea*	<ul style="list-style-type: none"> • Plain mix tea/ green tea 	5%	
E	Dinner	<ul style="list-style-type: none"> • Meat dish (6 days a week) • Mutton/fish dish (once a week) • White/brown/vegetable rice (4 times a week) • Chappal Kabab/Shami Kabab/Cutlets (3 times a week) • Vegetable or daal (everyday) • Roti, salad, raita (everyday) • Tea or Green tea (everyday) 	30%	
Total Rate Per Person Per Day for contract period (A+B+C+D+E)				

*Day to Day decision to be discussed and finalized with NIBAF Facilitation Unit.

2. **Price Schedule of Regular Buffet Menu for Karachi Center**

Category	Segment	Description	Weightage	Rate per person per day (with all taxes and other cost) (Rs.)
A	Morning Tea*	<ul style="list-style-type: none"> Tea/green tea with Ticky pack biscuits (06 pieces) / Sandwiches once a week / Samosa once a week/ Pakoray once a week, etc. 	25%	
B	Lunch	<ul style="list-style-type: none"> Meat dish (5 days a week) Beef/Kabuli Pulao once a week. Chicken Biryani once a week. BBQ + cold drink (twice a week) White/brown/vegetable rice (5 days a week) Vegetable or daal (everyday) Roti, salad, raita (everyday) Dessert (kheer/ fruit trifle /Gulab Jaman etc. (5-days a week) Ice cream (once a week) Combination of two fresh fruit (once a week) 	50%	
C	Evening Tea*	<ul style="list-style-type: none"> Plain mix tea/ green tea 	25%	
Total Rate Per Person Per Day for contract period (A+B+C)				

*Day to Day decision to be discussed and finalized with NIBAF Facilitation Unit.

3. **Price Schedule of Regular Buffet Menu for Lahore Center**

Category	Segment	Description	Weightage	Rate per person per day (with all taxes and other cost) (Rs.)
A	Morning Tea*	<ul style="list-style-type: none"> Tea/green tea with Ticky pack biscuits (06 pieces) / Sandwiches once a week / Samosa once a week/ Pakoray once a week, etc. 	25%	
B	Lunch	<ul style="list-style-type: none"> Meat dish (5 days a week) Beef/Kabuli Pulao once a week. Chicken Biryani once a week. BBQ + cold drink (twice a week) White/brown/vegetable rice (5 days a week) Vegetable or daal (everyday) Roti, salad, raita (everyday) Dessert (kheer/ fruit trifle /Gulab Jaman etc. (5-days a week) Ice cream (once a week) Combination of two fresh fruit (once a week) 	50%	

C	Evening Tea*	• Plain mix tea/ green tea	25%	
Total Rate Per Person Per Day for contract period (A+B+C)				

*Day to Day decision to be discussed and finalized with NIBAF Facilitation Unit.

4. Price Schedule of Regular Buffet Menu for Peshawar Center

Category	Segment	Description	Weightage	Rate per person per day (with all taxes and other cost) (Rs.)
A	Morning Tea*	• Tea/green tea with Ticky pack biscuits (06 pieces) / Sandwiches once a week / Samosa once a week/ Pakoray once a week, etc.	25%	
B	Lunch	• Meat dish (5 days a week) • Beef/Kabuli Pulao once a week. • Chicken Biryani once a week. • BBQ + cold drink (twice a week) • White/brown/vegetable rice (5 days a week) • Vegetable or daal (everyday) • Roti, salad, raita (everyday) • Dessert (kheer/ fruit trifle /Gulab Jaman etc. (5-days a week) • Ice cream (once a week) • Combination of two fresh fruit (once a week)	50%	
C	Evening Tea*	• Plain mix tea/ green tea	25%	
Total Rate Per Person Per Day for contract period (A+B+C)				

*Day to Day decision to be discussed and finalized with Facilitation Unit.

*Most Advantageous Bidder will be required to run cafeteria services 24/7 and serve Morning & Evening Tea to officers of NIBAF at their workstations in Islamabad. Further a single dish Item may be required from the vendor on demand.

Note.

- a) Cold Drinks, mineral water bottles, biscuits, cake and High tea Items etc. Items will be charged as per MRP/market rates. Furthermore, Canteen service provider will ensure provision of fresh A Grade seasonal fruit as per pre-approved rates.
- b) Rate must be inclusive of all applicable taxes.
- c) Dishes served in Lunch cannot be repeated in dinner or next day.
- d) Caterer will be required to do all the cooking in NIBAF's Kitchen or a place designated by NIBAF.
- e) Collection of all the applicable taxes from its customers and deposit hereof shall be sole responsibility of the Canteen's service provider.

II. Price Increase

NIBAF may annually review & revise prices based on year-on-year, General CPI Inflation %. The source for General CPI Inflation will be official website of Pakistan Bureau of Statistics (www.pbs.gov.pk) and the revised prices will increased/decreased accordingly

III. Fixed Meal Charges for outsourced NIBAF Low wage staff

The bids are sought for the Main buffet menu and Additional/Hi-Tea Items only. For outsourced NIBAF low wage staff whole day meal at Rs.110 per day per person are fixed, as under:

Breakfast: One Cup Tea with Paratha and Jam/butter/egg	Rs. 30
Lunch: Vegetable or Daal/ with two Roti (150 gm each)	Rs. 40
Dinner: Vegetable or Daal/ with two Roti (150 gm each)	Rs. 40

NIBAF assures a minimum guaranteed business of Rs.2,000,000/- on quarterly basis. For example, in case if a quarter's business from NIBAF is less than Rs.2,000,000/- NIBAF will pay remaining amount to contractor or reimburse the wages of cafeteria staff whichever is lower.

IV. **Formula for Calculation of Most Advantageous Bid (Islamabad)**

Weights are assigned to five categories from A to E as mentioned in price schedule above:

Category	Description	Weightage %
A	Regular Standard Buffet Breakfast	13%
B	Morning Tea	7%
C	Regular Standard Buffet Lunch	40%
D	Evening Tea	5%
E	Regular Standard Buffet Dinner	35%

For financial evaluation of responsive bidders, the score of all bidders for all categories (A to E) is worked out by following formula:

Weightage Score of a bidder for a category = Lowest Amount quoted by any bidder for respective category / Amount quoted by respective bidder in respective category * Weightage of respective Category

Sum of weighted score of Technical (30%) and Financial Evaluation (70 %) will be the final score and the bidder scoring the highest total marks out of 100 will be declared as the most advantageous (lowest evaluated bidder).

V. **Formula for Calculation of Most Advantageous Bid (Karachi, Lahore and Peshawar)**

Weights are assigned to three category as mentioned in price schedule above:

Category	Description	Weightage %
A	Morning Tea	25%
B	Regular Standard Buffet Lunch	50%
C	Evening Tea	25%

The score of all bidders for all categories is worked out by following formula

Weightage Score of a bidder for a category = Lowest Amount quoted by any bidder for respective category / Amount quoted by respective bidder in respective category * Weightage of respective Category

Sum of weighted score of technical (30%) and Financial Evaluation (70 %) will be the final score and the bidder scoring the highest total marks out of 100 will be declared as the most advantageous (lowest evaluated bidder).

Authorized Signature {In full and initials}: _____
 Name and Title of Signatory: _____
 In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

SECTION VI – FORM OF CONTRACT

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

This Contract for the **Procurement of Cafeteria Services for National Institute of Banking and Finance** is made at _____ the ____ day of the month of _____ 2023.

BETWEEN

National Institute of Banking and Finance, incorporated under the Companies Ordinance 1984 and having its principal place of business at _____, represented by the (hereinafter referred as “**Client**”)(which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be)of The First Part.

AND

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

WHEREAS CLIENT is desirous of Procurement of Cafeteria Services for National Institute of Banking and Finance for which purpose Client issued an Invitation to Bid ITB No. NIBAF (Proc.)/Cafeteria/00162/2024 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

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

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

NOW THEREFORE the parties hereto agree as follows:

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

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

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

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

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

For and on behalf of the National Institute of Banking and Finance	For and on behalf of the Name of service provider
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “Authorized Officer” means the person notified by NIBAF to act as the officer in-charge for the purpose of the implementation of Contract as mentioned in the Contract. c) “Bid” means the tender or offer submitted by the Bidder in response to Invitation to Bid published by the Client d) “Confidential Information” means all information (including copies” however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value. e) “Day” means a calendar day unless indicated otherwise. f) “GCC” means these General Conditions of Contract; g) “Government” means the Government of the Islamic Republic of Pakistan; h) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; i) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; j) “Service Provider’s Employee” employees of the Service Provider. k) “Services” means the work to be performed by the Service Provider under this Contract. l) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client.
1.2. Applicable Law	<p>1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.</p>
1.3. Language	<p>1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for</p>

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

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

1. General Provisions	
	<p>Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2. Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service provider's cards for identification and any others practices which are followed in Client's premises. Service Provider shall not act in a way which is prejudicial to Client's interests or business;</p> <p>1.13.3. The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4. The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5. The Service Provider shall adhere to all instructions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6. Any breach by Service Provider of this Clause, shall constitute a material breach of the Contract and may lead towards Termination as per Clause 2.6.2 In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.</p>

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by the both parties or any such date as may be stated in the SCC .
2.2. Duration of Contract	2.2.1. The duration of this contract shall be one year, further extendable for two more years on annual basis subject to mutual consent and satisfactory services.

2. Commencement, Completion, Modification, and Termination of Contract	
2.3. Extension of Contract	2.3.1. The Contract may further be extended for two years on annual basis on same rates, terms and conditions subject to mutual consent and satisfactory services or any other period suitable to the Client to call new tenders and award of a fresh contract.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004 .
2.5. Force Majeure	<p>2.5.1. For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per Clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. <u>No Breach of Contract</u></p> <p>The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <p>a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>2.5.3. <u>Extension of Time</u></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
2.6. Termination	<p>2.6.1. <u>By the Client</u></p> <p>The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <p>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract,</p> <p>b) if the Service Provider becomes insolvent or bankrupt;</p> <p>c) if, as the result of Force Majeure, the Service Provider/s</p>

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

3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, Rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	<p>3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless</p> <p>3.2.2. Against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.3. Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity.</p> <p>3.2.4. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.5. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon</p>

3. Obligations of the Service Provider	
	<p>3.2.6. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee(s) Not to Benefit from Commissions and Discounts.</u></p> <p>Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Prohibition of Conflicting Activities</u></p> <p>Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Client may reject its bid and/or terminate the contract.</p>
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of Client and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, kitchen utensils, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to NIBAF. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Client.</p>

3. Obligations of the Service Provider	
	<p>3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain “Contractual Liability Insurance” to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify Client regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client’s claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.</p>
3.6. Service Providers’ Actions Requiring Client’s Prior Approval	<p>3.6.1. The Service Provider shall obtain the client’s prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) changing the schedule of activities; b) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider’s responsibility.</p> <p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider’s employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider’s employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this contract.</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them which includes but not limited to:</p> <ul style="list-style-type: none"> a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government. b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions. c. Group Life and Medical Insurance. d. Casual, medical and maternity or any other leaves as per applicable laws. e. Any other requirement as applicable under the relevant law.

3. Obligations of the Service Provider																
	<p>3.8.2. The Service Provider will ensure that the terms and conditions of employment/service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>															
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding Documents or otherwise, as and when required by the client.															
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.															
3.11. Penalties / Liquidated Damages	<p>3.11.1. For each deficiency and poor service, Client will impose a penalty on Service Provider. The Canteen Contractor is bound to comply with duties and responsibilities mentioned in the contract agreement. In case of any deviation from the contractual obligations regarding quality & quantity of food, raw materials, service, cleanliness, personal hygiene, and others, the penalty may be levied on the Service Provider with the prior approval of the Canteen Committee. Following are the main reasons for imposition of Penalty:</p> <ol style="list-style-type: none"> i. Unsatisfactory Quality/Taste of food ii. Unsatisfactory Laboratory Report of Food Test iii. Breach of Hygiene SOPs iv. Poor Service Delivery <p>Initial Level: Only warnings (verbal & written) on occasional & mild performance gaps.</p> <p>Next Level: Penal actions in case of repeated non-compliance or irregularities:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Description</th> <th>Penalty Rate per Instance (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unsatisfactory Quality/Taste of food / shortage of food</td> <td>10,000-30,000</td> </tr> <tr> <td>2</td> <td>Unsatisfactory Laboratory Report of Food Test</td> <td>10,000-50,000 (Depending on Severity)</td> </tr> <tr> <td>3</td> <td>Breach of Hygiene SOPs</td> <td>10,000-30,000</td> </tr> <tr> <td>4</td> <td>Poor Service Delivery</td> <td>10,000-30,000</td> </tr> </tbody> </table> <p><i>Note: The Canteen Committee will be the sole judge in such case</i></p>	#	Description	Penalty Rate per Instance (Rs.)	1	Unsatisfactory Quality/Taste of food / shortage of food	10,000-30,000	2	Unsatisfactory Laboratory Report of Food Test	10,000-50,000 (Depending on Severity)	3	Breach of Hygiene SOPs	10,000-30,000	4	Poor Service Delivery	10,000-30,000
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3. Obligations of the Service Provider	
	<p>3.11.2. The maximum amount of liquidated damages for the whole contract is Rs.100,000/-. Once the maximum amount is reached, the Client may consider termination of the contract.</p> <p>3.11.3. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and/or third party due to any fault on the part of the Service Provider.</p>
3.12. Performance Guarantee	<p>3.12.1. The Service Provider shall furnish a Performance Guarantee as stated in SCC in the shape of Pay Order/Bank draft/Deposit at Call or an unconditional Bank Guarantee issued from scheduled bank in Pakistan, which will be valid twenty-eight (28) days beyond the Contract Period. Notwithstanding anything contained in the Contract and/or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.</p>
3.13. Early Warning by the Service Provider	<p>3.13.1. The Service Provider shall warn Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.</p> <p>3.13.2. Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.</p>
3.14. Declaration	<p>3.14.1. The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Client through any corrupt business practice.</p> <p>3.14.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between Client and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.</p> <p>3.14.3. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.</p> <p>3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>3.14.5. This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without Client's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.</p>

3. Obligations of the Service Provider	
	3.14.6. The Contract shall be governed by the laws of Pakistan and Service Provider and Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.

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

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If there occurs any change to any Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law especially labor laws regarding revision in minimum wage or any other statutory benefits for the labor force, notification, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be. 5.2.2. The Service Provider shall substantiate price adjustment with supporting relevant documents including government notifications etc. in evidence.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance	5.4.1. No assistance regarding any type of exemption related to contract execution will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per Client Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract. 5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of Client to his office, store or other areas under his control while providing the Services under the Contract.
5.6. Performance / Completion Certificate	5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in GCC 6.2 , the Contract Price may only be increased above the stated amounts if the Parties have agreed to additional payments under GCC 6.2 .
6.2. Contract Price	<p>6.2.1. The Contract Price means charges per item as stated in Notification of Award.</p> <p>6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.</p> <p>6.2.3. The number of participants utilizing the meals in Cafeteria may vary from time to time. Despite these variations, the Service Provider will ensure continued availability of cafeteria services throughout the year without any break at Islamabad. NIBAF understands that on certain occasions where the number of eaters may drop to the level with Service Provider' inflows going down the break-even point with resultant loss, then in such situations, NIBAF assures a minimum guaranteed business of Rs 2,000, 000 on quarterly basis for Islamabad. In case in a quarter business from NIBAF is less then Rs. 2,000,000/- NIBAF will pay reaming amount to contract or reimburse the wages of cafeteria staff whichever is lower. The calculation example is as under:</p> <p>Total minimum quarterly guaranteed NIBAF business Rs.2,000,000/- Suppose total business (sales/business) from NIBAF during the quarter- Rs.1,400,000/- Amount payable to the Service Provider on account of guaranteed business Rs.600,000/- Hence, NIBAF will pay difference amount (in case of above example that is Rs.600,000) or reimburse the wages of cafeteria staff whichever is lower.</p>
6.3. Payment for Items not Covered in Contract	6.3.1. In case of provision of items not covered in the contract, the Service Provider shall have to arrange and provide the same on written or verbal request of Client at any time. Client shall make an additional payment to the Service Provider on market rate/MRP or rate determined by the Canteen Committee of the Client.
6.4. Currency of Payment	6.4.1. All Payments shall be made in Pak. Rupees.
6.5. Taxes and Duties	<p>6.5.1. All applicable taxes shall be deducted by Client at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.</p> <p>6.5.2. The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and</p>

6. Payments to the Service Provider	
	liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

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

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

9. Health, Safety, Utilities, First Aid Facilities	
9.1. Health, Safety, Environment and Security (HSE&S)	<p>9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.</p> <p>9.1.2. Client may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety</p>

9. Health, Safety, Utilities, First Aid Facilities	
	<p>inspections as and when it deems fit. The Service Provider shall ensure that Client's recommendations and industry standards in this regard are implemented without any delay.</p> <p>9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client.</p> <p>9.1.4. The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p> <p>9.1.5. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of Client communicated to the Service Provider from time to time.</p>
9.2. Electric Power Supply, Water Supply, Telephone etc.	<p>9.2.1. Water and electric power for rendering the services under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.</p>

10. Corrupt and Fraudulent Practices	
10.1. Corrupt & Fraudulent Practices	<p>10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR-2004 which defines:</p> <ul style="list-style-type: none"> i. <i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i> ii. <i>"coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i> iii. <i>"collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i> iv. <i>"corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of</i>

10. Corrupt and Fraudulent Practices

value to influence the acts of another party for wrongful gain;

- v. **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- vi. **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

10.2. Mechanism Blacklisting and cross-debarring

- 10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;
- 10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client’s contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and
- 10.2.3. Under **Rule 19 of PPR-2004**, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Nature Of Offense/ Fault	Means of Verification
Corruption	Actual instance verifiable as per law of land and applicable Rules and regulations of Client
Deviation from commitment	If the Service Provider deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the Service Provider.
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Service Provider/Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Service Provider/ Supplier/ Consultant

However, such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded

10. Corrupt and Fraudulent Practices	
	adequate opportunity of being heard. Decision of the Blacklisting Committee of Client will be final and conclusive.
10.3. Beneficial Ownership information	<p>10.3.1. For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Client shall:</p> <ul style="list-style-type: none"> i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company.

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract										
1.4	<p>The addresses are:</p> <p>The Client:</p> <p align="center">Director Administration National Institute of Banking & Finance Pitras Bukhari Road, H-8/1 Islamabad</p> <p>The Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>										
1.6	<p>The Authorized Representatives are:</p> <p>For the Client (Nominee of the Client)</p> <p>○ Name: _____</p> <p>○ Designation: _____</p> <p>For the Service Provider (Nominee of the Service Provider)</p> <p>○ Name: _____</p> <p>○ Designation: _____</p>										
2.1	The contract shall become effective from _____										
2.2	<p>Expiration of Contract: _____</p> <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 annual basis) subject to mutual consent and satisfactory services</p>										
3.12	<p>Performance Guarantee of 5% of Contract price in the form of Pay Order/Demand Draft/Deposit at Call or an unconditional Bank Guarantee issued from any Scheduled Bank registered in Pakistan. The Performance Security would remain valid twenty-eight 28 days beyond the contract expiry date.</p> <table border="1" data-bbox="461 1814 1403 1978"> <thead> <tr> <th data-bbox="461 1814 928 1850">Center</th> <th data-bbox="928 1814 1403 1850">Performance Security Amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="461 1850 928 1885">Islamabad</td> <td data-bbox="928 1850 1403 1885"></td> </tr> <tr> <td data-bbox="461 1885 928 1921">Karachi</td> <td data-bbox="928 1885 1403 1921"></td> </tr> <tr> <td data-bbox="461 1921 928 1957">Lahore</td> <td data-bbox="928 1921 1403 1957"></td> </tr> <tr> <td data-bbox="461 1957 928 1978">Peshawar</td> <td data-bbox="928 1957 1403 1978"></td> </tr> </tbody> </table>	Center	Performance Security Amount (Rs.)	Islamabad		Karachi		Lahore		Peshawar	
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Lahore											
Peshawar											

6.2.1	<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, which increases or decreases the cost of the Services rendered by the Service Provider, then the contract price otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by a written contract between the Parties, and corresponding adjustments shall be made to the amounts/rates accordingly.</p> <p>The Client from time to time may introduce new items at reasonable rates (i.e. by considering all the facilities provided to the Service Provider) subject to the approval of competent authority. Client may annually review & revise prices based on year-on-year, General CPI Inflation %. The source for General CPI Inflation will be official website of Pakistan Bureau of Statistics (www.pbs.gov.pk) and the revised prices will increased/decreased accordingly.</p>
6.2.3	<p>Whenever the total business (sales/business) from Client-Islamabad is more than Rs.2,000,0000/- Client will not pay any amount as minimum business guarantee.</p>

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 NIBAF
- **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 L**— Services Execution Plan

**Description of the Services, Performance Specification
and Terms of Reference**

National Institute of Banking and Finance (Client) requires cafeteria services under buffet system as follows;

1. 24/7 Complete Cafeteria Services for Client's Islamabad Center situated at Sector H-8, Pitras Bukhari Road, Islamabad. There will be different menus for main/executive and sub-office.
2. Provision of food services during office hours without Canteen Arrangement at other Centers of the Client including Karachi, Lahore and Peshawar.

Note: The Service Provider may opt for providing cafeteria services under buffet system to all centers or single center of the Client. Further, separate contracts will be signed for each center.

CLIENT shall provide the following facilities as per details mentioned in Appendix C

Service Provider's Responsibilities for Islamabad:

The Service Provider's responsibilities will include the following:

- Store Management
- Food Preparation
- Food Cooking
- Food Serving / Counter Management / Customer Service
- Maintaining Personal Hygiene of Food Handlers

As part of the Service Provider responsibility, the Service Provider will be responsible to provide quality, tasty, hygienic fresh dishes as per timings and days decided by the canteen committee.

1. To maintain a proper, safe and efficient system for collection of payments from the employees/ visitors on daily basis. The canteen Service Provider shall introduce alternative automated collection system such as OMNI payment, POS or any other payment procedure/ mode as and when advised by the Client.
2. To effectively and efficiently manage the routine affairs of the canteen and to ensure effective customer service to the employees of the organization.
3. To provide quality, tasty, hygienic & fresh food in Canteen as per timings and days decided by the Canteen Committee. (except on gazette holidays, however service provider is compelled to provide services as directed by the Client on gazette holiday/s)
4. Deep freezer(s) will be arranged by the Service Provider in sufficient quantity to meet the actual requirement for providing meal service.
5. Cooking utensils shall be provided by the Service Provider in sufficient quantity. The Service Provider will ensure that these are properly cleaned / nickered, meeting the highest hygienic standard.
6. Meals shall be served through the counters in the main canteen to all employees.
7. The material to be used for preparation of the foodstuff shall be of reputable brands / super stores/ mega stores as mentioned below.

- Reputable brands of Cooking Oil such as Dalda, Habib, Tullo, Soya Supreme, Sufi or equivalent.
 - Reputable brands of Masala- Packed masala of standard quality such as National / Shan / Poonam or equivalent.
 - Flour / Atta of best available quality.
 - Rice- first class quality kernel basmati
 - Chicken- should be fresh and broiler.
 - Mutton / Fish- fresh and good quality.
 - Reputable brands of Tea such as Brooke Bond, Lipton, Tapal or equivalent.
 - Sugar- Clean white Sugar.
 - Reputable brands of Tetra pack milk be used only such as Nestle Milk pack, Olpers or Haleeb Milk Pack, Dairy Fresh or equivalent
 - Nan (Tandoori), Chapati, Roti (whole wheat) should be of 150 gm.
8. Food to be cooked properly and hygienically.
 9. All the items would be weighted by Weighing Machine before serving.
 10. Cooking / igniting fire shall be restricted within the kitchen or any other place authorized by Canteen Committee.
 11. The canteen shall remain open on all working days and on any other day that may be communicated to the canteen Service Provider by the Canteen Committee except during the Holy month of Ramadan.
 12. In case the canteens Service Provider fails to open / run / operate the canteens on any working days and / or on such days as directed by the Canteen Committee or any authorized Officer of the Client then Client will make alternative arrangements for serving tea / meal at risk and the cost and consequences of the canteen's Service Provider. The amount so spent shall be deducted from the Service Provider bill pending and or those that may be submitted in future and or from Security Deposit / performance security as the case may be.
 13. The canteen facilities shall be used exclusively for the employees, trainees or Guests of the Client or as advised by the Client from time to time. The Service Provider shall not serve any outsider except to the bona fide guests of the Client or anyone authorized/allowed by the Canteen Committee.
 14. In case of poor hygiene, bad presentation of food, bad housekeeping and bad quality of food the Service Provider will be penalized as decided by the Canteen Committee and such decision shall be final and binding on the Service Provider. The Canteen Committee will be the sole judge in the above mentioned case.
 15. The Service Provider shall provide security clearance from Police for his staff visiting / posted at the Client's centre in connection with the operation of the canteens at their own expenses. Also the Service Provider / his staff whether labor or other category will be required to establish identity at the gates of the Client's centre either through his National Identity card or any other official/verified entry pass/service card. Service Provider and its staff will be subject to standing security orders and instructions in force, added modified and amended from time to time by Government and the Client. For the purpose of identification and security, the Service Provider shall issue proper identity cards to all its employees detailed to work within the premises of the canteens.
 16. The Service Provider must be compliant to all the prevailing laws /statutes of the Country.
 17. All staff engaged by the Service Provider for operating the canteens must be healthy. The Service Provider shall furnish medical fitness certificate of all staff at the time of their deployment. Screening tests should include, CBC ESR, HBS AG, Anti HCV, HIV antibody, Stool D/R and X Ray Chest PA view. The screening tests will be conducted through renowned laboratories. The screening/medical tests results will be verified by the Client's Health Clinics. Service provide will ensure annual health screening/fitness of canteen staff

and will submit a report to NIBAF. If required by the Client, Service Provider shall also ensure proper vaccination of its staff.

18. Client will conduct periodical lab testing of food items or as & when required.
19. The Service Provider shall be responsible and undertakes to indemnify and hold harmless Client, its officers, staff, workers, advisors, agents or any other person acting on behalf of Client NIBAF against all claims resulting from death, injury, burns or accident of any kind caused to his (Service Provider's employees) acting in discharge of the contractual obligations.
20. If any loss or damage is caused to Client's property by the Service Provider or any of its employees or agent such loss or damage shall be made good forthwith by the Service Provider at its own cost.
21. Client may impose penalty on the Service Provider for violations of Terms and Conditions of the Canteen Contract. The Canteen Service Provider is bound to comply with duties and responsibilities mentioned in the contract. In case of any deviation from the contractual obligations regarding quality & quantity of food, raw materials, service, cleanliness, personal hygiene, and others, the penalty may be levied on the Service Provider with the prior approval of the Management. Following are the main reasons for imposition of Penalty:
 - i. Unsatisfactory Quality/Taste of food / shortage of food
 - ii. Unsatisfactory Laboratory Report of Food Test
 - iii. Breach of Hygiene SOPs
 - iv. Poor Service Delivery

Initial Level: Only warnings (verbal & written) on occasional & mild performance gaps.
 Next Level: Penal actions in case of repeated non-compliance or irregularities

#	Description	Penalty rate per instance (Rupees)
1	Unsatisfactory Quality/Taste of food / shortage of food	10,000-30,000
2	Unsatisfactory Laboratory Report of Food Test	10,000 - 50,000 (Depending on Severity)
3	Breach of Hygiene SOPs	10,000-30,000
4	Poor Service Delivery	10,000-30,000

Important Notes:

- I. The Service Provider is obligated to comply with the instructions of all relevant authorities including relevant Directorate (s) of Industries and Labour Welfare (ICT, Punjab, Sindh, KPK), Food Authorities, EOBI, etc.
- II. The Service Provider shall charge along with rates only lawfully applicable tax/s from the Client's employees. Collection of all the applicable taxes and subsequently its deposit with relevant authorities / department shall be sole responsibility of the Canteen Service Provider.
- III. The Service Provider shall not transfer/sublet the contract to another person or firm in any case.
- IV. As per instruction(s) of the Client, Service Provider will arrange the stalls of different items for different events within the Client's premises, the required items shall be provided/sold at the same approved rates

IMPORTANT PROVISIONS

1. The menu is subject to change(s) that may be made by the Canteen Committee at its own. However, changes involving increase in number of days on which Biryani / Chicken /Vegetable / Fish dishes are to be served will be made by mutual consultation with the Service Provider.
2. The Client reserves the rights to change the working hours and or timing of the lunch break to suit its operational requirements. Any change will be intimated to the Service Provider in writing by Canteen Committee.
3. In case of termination of contract based on service related issues, the relevant Service Provider will be ineligible to participate in subsequent bidding process
4. The Client through its Canteen 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.
5. The Canteen Committee from time to time may introduce new items at reasonable rates (i.e. by considering all the facilities provided to the Service Provider) subject to the approval of competent authority.
6. The Client reserves the right to acquire the services of a reputable brand (such as Chatterbox/Gloria Jeans/Dunkin Donuts/Butlers Chocolate Café, etc. or equivalent) for establishing a coffee shop within the canteen premises.

Service Provider's Responsibilities for Other Centers:

The Service Provider's responsibilities will include the following:

- Food Cooking
- Food Serving /Customer Service
- Maintaining Personal Hygiene of Food Handlers
- **Cleanliness of cooking and servicing place**

As part of the Service Provider responsibility, the Service Provider will be responsible to provide quality, tasty, hygienic fresh dishes as per timings and days decided by the Client's Management at the office location conveyed for serving of food.

To maintain a proper, safe and efficient system for collection of payments from the employees/ trainees. The Service Provider shall introduce alternative automated collection system such as OMNI payment, POS or any other payment procedure/ mode as and when advised by the Client

To effectively and efficiently manage the routine affairs of the serving food with proper feedback and complaint management system.

Services and Facilities Provided by Client for Islamabad Center

1. The Client will provide electricity, gas and water for the canteen free of charge but it will be the responsibility of the Service Provider to ensure minimum 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 Service Provider's staff, the Client may resort to recovery from the Service Provider to the extent of such mis-utilization. The Client's responsibilities will include the following:
 - i. The Client will provide Cutlery, Crockery & Utilities
 - ii. The Client will provide Cafeteria Furniture & Fixture
 - iii. Maintenance of Cafeteria
2. The Service Provider will be allowed to use the Client's existing available cafeteria space/ premises, furniture, water plant, utensils, cutlery & air conditioning system, free of cost but it will be the utmost responsibility of the Service Provider to take proper care of all the said items considering them as Client's property.
3. The Service Provider will be bound to return the Client's property in good/ serviceable condition at the time of completion/ termination of the contract
4. Neither outsider will be served food in Client's premises nor will the Service Provider use the said facilities for any outside agency/ person etc.
5. The officially approved access to the Client's premises shall be provided by the Client, through its Internal Security Department, in favor of authorized/ assigned delivery vans and the Canteen personnel.

For other Centers the Client will provide details of the space and convey the timings and number of persons to be served on regular basis. Further, the Client may provide crockery items for serving of food.

APPENDIX D – FOCAL PERSONS DETAILS

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

Name	
Designation	
Contact Number	

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

APPENDIX F – SCHEDULE OF PAYMENT

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

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

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

Guarantee No. _____

Executed on _____

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

Name of Principal (Service Provider) with address: _____

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

Letter of Acceptance No. _____

Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the **National Institute of Banking and Finance** (hereinafter referred as “NIBAF”) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to NIBAF, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted NIBAF's above said Letter of Acceptance for the **Procurement of Cafeteria Services for National Institute of Banking and Finance**

NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by NIBAF, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.

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

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

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

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

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

(Over Stamp Paper)

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

Contract Title: *Procurement of Cafeteria Services for National Institute of Banking and Finance*

Contract No. *ITB No. NIBAF (Proc.)/Cafeteria/00162/2024*

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

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

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

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

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

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