



## **BIDDING DOCUMENTS**

### **Procurement of Services of Canteen Contractor**

**March, 2023**

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## Invitation for Bids

IFB No. GSU/ HYD/016071/ 2023 / Canteen

SBP BSC, Hyderabad invites sealed bids for “*Procurement of Services of Canteen Contractor*” from the firms/caterers/contractors registered with tax authorities and who appear on the active taxpayers list of FBR for a period of one year further extendable for two more years on same rates, terms and conditions.

This IFB / Bidding documents containing detailed terms and conditions, etc. are also available free of cost for the interested bidders on websites: <http://www.ppra.org.pk> and <http://www.sbp.org.pk>.

The bids, prepared in accordance with the instructions in the bidding documents, must reach on or before **April 10, 2023 at 11:00 A.M** at the address given below. All bids will be opened on the same day at **11:30 A.M** at SBP BSC Hyderabad, Shahr-e-Fatimah Jinnah Road, Thandi Sarak, Hyderabad in the presence of representatives of bidders who may wish to be present. If the bid opening date falls on a public holiday, the bids will be opened on the next working day at the same time and venue This IFB is also available on the websites: [www.sbp.org.pk](http://www.sbp.org.pk) & [www.ppra.org.pk](http://www.ppra.org.pk)

Sd/-

**Chief Manager**

State Bank of Pakistan

Banking Services Corporation, Hyderabad

Tel: 022-9200607

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**Section II:  
Instructions to Bidders**

- |                                       |   |
|---------------------------------------|---|
| <b>1. Scope of Bid</b>                | <p><b>1.1</b> State Bank of Pakistan, Banking Services Corporation (Bank), Hyderabad having its principal place of business at Sharah-e-Fatimah Jinnah Road, Thandi Sarak, Hyderabad, hereinafter called the “Bank”, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) “Single stage two envelopes procedure” of PPR-2004 for “<i>Procurement of Services of Canteen Contractor</i>” as described in detail in these Bidding Documents.</p> <p><b>1.2</b> The title and identification number of the IFB and resulting Contract(s) are provided in the Bid Data Sheet.</p>  |
| <b>2. Eligible Bidders</b>            | <p><b>2.1</b> Except as provided in Instructions to Bidders Clauses 2.2 and 2.3, this bidding process is open to bidders as per following criteria:</p> <p><b>2.2</b> Joint Ventures are not allowed.</p> <p><b>2.3</b> NIL</p> <p><b>2.4</b> A firm debarred by the Bank in accordance with Rule 19 of PPR-2004 shall be ineligible to bid</p> <p><b>2.5</b> Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p><b>2.6</b> Bidders shall meet all the eligibility conditions as if defined in Bid Data Sheet (BDS)</p> <p><b>2.7</b> Bidder/Firm/Contractor who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> |
| <b>3. Qualification of the Bidder</b> | <p><b>3.1</b> All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p><b>3.2</b> All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet</p> <p><b>3.3</b> Bids submitted by a joint venture will not be accepted</p> <p><b>3.4</b> To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria as specified in the Bid Data Sheet.</p>  |
| <b>4. One Bid per Bidder</b>          | <p><b>4.1</b> Each Bidder shall submit only one Bid,</p>  |
| <b>5. Cost of Bidding</b>             | <p><b>5.1</b> The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs.</p>   |

- 6. Visit to Bank premises**
- 6.1** If the conditions so permit, the Bank may allow Bidder to visit the Bank premises and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting shall be at the Bidder's own expense.
- 6.2** If the conditions so permit, the Bank will arrange for the Bidder and any of its personnel or agents to gain access to the relevant premises to observe the activities that may help them in preparing their bids more competitive, provided that the Bidder gives the Bank adequate notice of a proposed visit of at least seven (07) days prior to deadline for submission of bids. Alternatively, the Bank may organize a visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a visit will not be a cause for its disqualification.
- 6.3** No visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

#### **A. Bidding Documents**

- 7. Content of Bidding Documents**
- 7.1** The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:
- Instructions to Bidders (ITB)
  - Bid Data Sheet (BDS)
  - Form of Bids
  - Evaluation Criteria
  - Form of Contract
  - General Conditions of Contract (GCC)
  - Special Conditions of Contract (SCC)
  - Description of Services, Performance Specifications & TORs
  - Appendices
- 7.2** Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 8. Clarification of Bidding Documents and Pre-bid Meeting**
- 8.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e surface mail or email) and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be

unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids. Copies of the Bank's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank

- 8.2** When specified in the BDS, the Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to provide clarify on scope of services and to answer questions that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Bank. Any modification to the Bidding Documents listed in ITB Clause 7.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Bank only by issuing an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting.

**9. Amendment  
of Bidding  
Documents**

- 9.1** At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 9.2** Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- 9.3** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004

**B. Preparation of Bids**

**10. Language of  
Bid**

- 10.1** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be

in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.

- |  |             |   |
|--|-------------|---|
| <b>11. Documents<br/>Comprising the<br/>Bid</b>  | <b>11.1</b> | The Bid submitted by the Bidder shall comprise the following:<br><br>(a) The Form of Bid (in the format indicated in Section III & IV);<br>(b) Bid Security;<br>(c) Price Schedule;<br>(d) Qualification Information Form and Documents;<br>(e) Any other materials / services required to be completed and submitted by bidders, as specified in the Bidding Data Sheet.   |
| <b>12. Bid Prices</b>                            | <b>12.1</b> | The Contract shall be executed for the Services, as described in the Appendix A & B of the contract agreement   |
|  | <b>12.2</b> | The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.  |
|  | <b>12.3</b> | All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price/rates submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price/rates.  |
|  | <b>12.4</b> | If provided for in the Bid Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.                               |
| <b>13. Currencies of<br/>Bid and<br/>Payment</b> | <b>13.1</b> | Price shall be quoted by the Bidder and the payments to be made by the users would in Pak Rupees unless otherwise provided at SCC.  |
| <b>14. Bid Validity</b>                          | <b>14.1</b> | Bids shall remain valid for the period specified in the Bid Data Sheet.   |
|  | <b>14.2</b> | In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting the Bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the ex |



tension, and in compliance with Clause 15 in all respects.

- 15. Bid Security**
- 15.1** The bid security shall be denominated in the currency of the bid price/rate:
- (a) at the Bidder's option, be in the form of either Payment Order/demand draft/call deposit or an unconditional bank guarantee from a schedule Bank ;
  - (b) shall be in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission;
  - (c) be payable promptly upon written demand by the Bank;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 14.2.
  - (f) bids submitted with insufficient bid security will be rejected.
- 15.2** The bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of SBP BSC
- 16. Format and Signing of Bid**
- 16.1** The Bidder shall prepare one original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "Original Bid," "Copy No. 1, ". In the event of any discrepancy between them, the original shall prevail.
- 16.2** The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 11.1. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 16.3** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **D. Submission of Bids**

- 17. Sealing and Marking of Bids**
- 17.1** The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [ time and date],”.
- 17.2** In addition to the identification required in Sub-Clause 17.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 19.
- 17.3** If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.
- 18. Deadline for Submission of Bids**
- 18.1** Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet
- 18.2** The Bank may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 19. Late Bids**
- Any Bid received by the Bank after the deadline prescribed in Clause 18 will be returned unopened to the Bidder
- 20. Modification and Withdrawal of Bids**
- 20.1** The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2** No bid may be modified after the deadline for submission of bids.
- 20.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

### **E. Bid Opening and Evaluation**

- 21. Bid Opening**    **21.1**    The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance
- 22. Process to Be Confidential**    **22.1**    Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process pursuant to rule 41 of PPR2004. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of his Bid.
- 23. Clarification of Bids**    **23.1**    During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and in accordance with Rule 31 of PPR-2004
- 24. Preliminary Examination**    **24.1**    The Bank will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/earnest money have been furnished (in case of single stage two envelopes bidding procedure 36 (b) of PPR 2004, earnest money will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed Bid Form (Form I) of Section III; and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility/Qualification Criteria (Form I) of Section IV.

#### **F. Award of Contract**

- 28. Award Criteria**    **28.1**    The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
- 29. Bank's Right to Reject all the Bids**    **29.1**    The Bank reserves the right to annul the bidding process and reject all bids at any time prior to award of contract.
- 30. Bank's Right to Vary Inputs/Outputs at Time of Award**    **30.1**    Bank reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the BDS without any change in unit price or other terms and conditions.

- 30.2** Provided such variation should be in line with the provisions of PPR-2004.
- 31.Notification of Award and Signing of Agreement**
- 31.1** Prior to the expiration of the period of bid validity, the Bank will notify the successful Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.
- 31.2** The notification of award will constitute the formation of the Contract.
- 31.3** Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 31.4** Successful bidder shall sign Contract Agreement on stamp paper after paying stamp duty as per applicable stamp duty act.
- 32. Disqualification prior to Contract Signing**
- 32.1** If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 & 34 of PPRA 2004 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract if a bidder has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a bidder if the conditions of his qualification are invalidated, the next lowest evaluated bid will be rendered as responsive provided accepting this bid does not conflict with Rule 2 (h). For rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Bank must be obtained. Award of contract to 2<sup>nd</sup> lowest bidder is totally at the option of the Bank, if considered appropriate in terms of value for money; otherwise, rebidding process will be initiated as per provisions of PPR-2004.
- 32.2** This process conforms to Rule 4 of PPR-2004 which requires "the procurement process to be efficient and economical". Re-starting the process will be inconsistent with foregoing.
- 33.Performance Guarantee**
- 33.1** Within twenty-one (21) days or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as specified in BDS as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Bank.
- 33.2** Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for

cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.

**34.Advance Payment and Security**

**34.1** The Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of Contract.

**35.Dispute Resolution**

**35.1** In case of any dispute parties should try to resolve the dispute amicably Moreover, if the matter is not resolved then it may be referred to arbitrator as per applicable law.

**36.Code of Conduct**

**36.1** It is the Bank's policy to require that Service Provider/Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank follows, inter-alia, the instructions contained in PPR2004 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

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

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

<b>Nature of Offense/Fault</b>	<b>Means of Verification</b>	<b>Proposed Action under Rule 19</b>
Corruption	Actual instance verifiable as per law of land and applicable	Permanent blacklisting.

	rules and regulations of SBP	
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.

- 36.3** The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of the Bank and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 36.4** Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 36.5** Bank's policy requires that selected bidder provide professional, objective, and impartial advice, and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement

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

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

b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.

c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the services/ goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.

Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of bid.

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

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

### G. Bid Data Sheet

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

(1.1)	SBP Banking Services Corporation (Bank), Hyderabad intends to procure “ <i>Services of Canteen Contractor</i> ”
(1.2)	Procurement of Services of Canteen Contractor  IFB No. GSU/ HYD/016071/ 2023 / Canteen
(2.6) & (3.4)	The minimum eligibility/qualification is applicable as follows: <ul style="list-style-type: none"> <li>i) The bidders must be registered with tax authorities and appear on Active Taxpayer List (ATL) of FBR.</li> <li>ii) The bidders must have at least 2 (two) years’ experience of running canteen/cafeteria and have proven record of providing canteen/cafeteria services to at least 1 firms/organizations/companies during last five years.</li> <li>iii) The bidders should not be in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA.</li> <li>iv) The bidder must be compliant to all prevailing laws /statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc.</li> <li>v) The bidders should not have history of any termination on account of service related issues.</li> </ul>
(12.4)	The Contract “is not” subject to price adjustment except in case of any tax duty or levies imposed by the Government during the pendency of the contract.
(14.1)	The period of Bid validity shall be 120 (one hundred twenty days) after the deadline for Bid submission specified in the Bidding Data Sheet.
(15.1)	Bid security of not less than <b>Rs.50,000/-</b> must be accompanied by Technical bid in sealed envelope in form Payment order/ bank draft or bank guarantee* as per format given in form III of section III. Bid found without / insufficient earnest money will be rejected instantly.  <i>*In case of bank guarantee, the validity of guarantee should be 28 days beyond bid validity period.</i>
(16.1)	The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPSAL” and “ORIGINAL FINANCIAL PRPOSAL” in bold letters.  The outer envelope shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date].The content of the technical and financial proposals are mentioned in BDS.



(17.1)	<p>Following should be the contents of the <b>Technical Proposal Envelope</b>:</p> <ol style="list-style-type: none"> <li><b>Form-I-A of Section III – Bid Form</b>: duly filled in and signed.</li> <li><b>Form-I of Section IV – Bidder Eligibility /Qualification Criteria</b>: attach the evidence and reference documents</li> <li><b>Form-II of Section IV – Technical Compliance</b>: attach the evidence and reference documents .</li> <li><b>Form-III of Section III - Bid Security Form (Bank Guarantee)</b>: duly filled and signed or bid security in shape of <b>Demand Draft/Payment Order</b>.</li> </ol> <p>Following should be the contents of the Financial Proposal Envelope:</p> <ol style="list-style-type: none"> <li><b>Form-I-B of Section III – Bid form</b>: duly filled and signed.</li> <li><b>Form-II of Section III – Price Schedule in Pak. Rupees</b>: duly filled and signed.</li> </ol>
(17.2)	<p>The Bank's address for the purpose of Bid submission is</p> <p>Tender Box placed in P.A to Chief Manager's Unit 2<sup>nd</sup> Floor, State Bank of Pakistan – BSC, Shahrah-e-Fatimah Jinnah Road Hyderabad–Pakistan</p> <p>Telephone No: 022,9200607</p> <p>The purchaser will communicate the opening of Financial Proposal later to the technically qualified bidders.</p>
(18.1)	<p>The deadline for submission of bids shall be <b>April 10, 2023, 11:00 A.M.</b></p>
(21)	<p>Bids will be opened <b>on April 10, 2023 at 11:30 A.M</b> at the following address:</p> <p>Venue: Chamber of Deputy Chief Manager (Banking), 1<sup>st</sup> Floor, SBP BSC, Hyderabad.</p>
(30.1)	<p><b>15% percent</b> increase or decrease in duration of services as per stipulation of PPR-2004.</p>
(33.1)	<p><i>Rs.100,000/- (Rupees One hundred thousand only) for entire period of the contract which should remain valid 28 days beyond expiry date of the contract</i></p>

## **Section III.**

### **Forms**

**Form I-A****Bid Form**

(Duly filled and signed)

**(To be submitted with Technical Proposal)**

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

To:

The Chief Manager  
 State Bank of Pakistan – BSC, Hyderabad Office  
 Shahrah-e-Fatimah Jinnah Road, Thandi Sarak,  
 Hyderabad, Pakistan

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Rs. 100,000/- (One hundred thousand only)** for the due performance of the Contract, in the form prescribed by the Purchaser.

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
*[Seal & signature]*      *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Form I-B****Bid Form**

(Duly filled and signed)

(to be submitted with Financial Proposal)

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

To:

The Chief Manager  
State Bank of Pakistan – BSC, Hyderabad Office  
Shahrah-e-Fatimah Jinnah Road, Thandi Sarak,  
Hyderabad, Pakistan.

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Rs. 100,000/- (One Hundred Thousand only)** for the due performance of the Contract, in the form prescribed by the Purchaser.

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
[Seal & signature]      [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Form-II

## Price Schedule in Pak Rupees

(ON SERVICE PROVIDER'S LETTER HEAD)

Name of Bidder \_\_\_\_\_. IFB Number \_\_\_\_\_. Page . of \_\_\_\_

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

Category A			Relative Importance	Rate Inclusive of applicable taxes (Rs.)	W x Y
S.#.	Food Items	Proposed Weight	W	Y	
1	Omelet / Fried Egg	One normal chicken Egg	10		
2	Paratha (whole wheat/plain white)	200 Grams	10		
3	Bread slices	Sandwich Bread 2 slices	7		
4	Tea (Doodh pati)	Per cup (150 ml)	10		
5	Cold Drinks	250 ml	10		
6	Green Tea (teabag must be of Lipton, Tapal, alokozay etc)	Per cup (150 ml)	8		
7	Seasonal Vegetable/mixed vegetable	250 Grams	10		
8	Daal Mash / Mong / Masoor	250 Grams	10		
9	Plain Zera Rice (Basmati/ Super kernel)	350 Grams	10		
10	Naan	150 Grams	10		
11	Roti (whole wheat)	150 Grams	10		
12	Chapati	150 Grams	10		
13	Raita	Small bowl (150 ml.)	7		
14	Channa Chaat	200 Grams	10		
15	Chicken Patties	Standard size	9		
16	Plain Cake (freshly baked)	One Piece	8		
17	Chicken Biryani (Kernel Basmati or equivalent)	300 Grams rice with 100 Grams Chicken.	10		
<b>Total for Category A = Sum of (W x Y )</b>					
Category B					
18	Anda Channa/Anda Aaloo/Anda Curry	200 Grams with gravy plus one Boiled egg	9		
19	Chicken Korma/chicken Masala	250 Grams (100 Grams Meat with 150 Grams gravy)	10		
20	Curry Pakora	250 Grams with two Pakoras	9		

21	Chicken Karahi (Broiler of Normal Size)	250 Grams with 2 Naans	10		
22	Fish curry	100g fish 150 g curry	9		
23	Kheer	Small bowl (150 Grams)	9		
24	Custard	Small bowl (150 Grams)	8		
25	Beef kofta	250 Grams (2 beef koftas 50 Gram each with 150 Gram gravy)	8		
<b>Total for Category B = Sum of (W x Y)</b>					
<b>Category C</b>					
26	Coffee Espresso	Per cup (150 ml)	8		
27	Mutton Karahi	250 Grams (125 Gram meat plus 125 Gram gravy)	9		
28	Fresh Yogurt	Small bowl (150 ml.)	10		
29	Chicken Qeema	200g	9		
<b>Total for Category C = Sum of (W x Y)</b>					

**Note:**

- 1- Collection of all the applicable taxes from its customers and deposit hereof shall be sole responsibility of the Canteen Contractor.
- 2- Above rate will remain valid for all the categories/grades during entire period of the contract, including extension period, if any.
- 3- Rate must be inclusive of all applicable taxes, no adjustment whatsoever shall be entertained at later stage except change in relevant law.
- 4- Mineral water / soft drinks / confectioneries / biscuits / chips / nimko etc. will be provided by vendor as per prevailing market rates

**Formula for Calculation of lowest bid**

Grand total = Total for Category A multiplied by weight i.e. 50% + Total for Category B multiplied by weight i.e. 25% + Total for Category C multiplied by weight i.e. 25%

Grand Total:  $A * (50\%) + B * (25\%) + C * (25\%) =$  weighted average price for all categories (\_\_\_\_\_) (in words and figures)

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

## Form III

**Bid Security Form (Bank Guarantee).**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**Section IV.****Evaluation Criteria**

- 1- The bidders' minimum Eligibility/Qualification will be ascertained totally on Compliance Based method.**
- 2- The Financial Proposals of the only technically accepted / compliant bidders will be opened and the bid found to be the lowest evaluated shall be accepted.**
- 3- Contract will be awarded to the Contractor who has quoted the lowest weighted average price according to formula given in Price Schedule Form for accumulated categories of A+B+C of the Canteen Services. As mentioned below**

**Formula for Calculation of lowest bid**

Grand total = Total for Category A multiplied by weight i.e. 50% + Total for Category B multiplied by weight i.e. 25% + Total for Category C multiplied by weight i.e. 25%

Grand Total:  $A * (50\%) + B * (25\%) + C * (25\%) =$  weighted average price for all categories  
(\_\_\_\_\_) *(in words and figures)*



**Form I****Bidder Eligibility/Qualification Criteria:**

The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form I).

<b>Minimum Eligibility/ Qualification/ Technical Compliance Criteria</b>	<b>Means of verification</b>	<b>Bidder Assessment Y/N</b>	<b>Reference in the Bid (Put page Number / flag etc)</b>
The bidders must be registered with tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate/s and proof of ATL.		
The bidders must have at least 2 (two) years' experience of running canteen/cafeteria and have proven record of providing canteen/cafeteria services to at least 1 firms/organizations/companies during last five years.	Attach copies of Work order / PO/ Contracts/ Sufficient verifiable proof		
The bidders should not be in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA.	Attach Affidavit on Stamp Paper		
The bidder must be compliant to all prevailing laws /statutes of the country including Labor Laws, Wage Board, Industrial Relations Act, 2013 etc.	Attach Affidavit on Stamp Paper		
The bidders should not have history of any termination on account of service related issues.	Attach Affidavit on Stamp Paper		

**Note:**

- 1- The bidders must submit documentary evidences in support of above. In case of non-submission hereof, the relevant bid may be rejected.
- 2- The Financial Proposals of the only technically compliant bids will be opened and the bid found to be the lowest evaluated bid as per formula mentioned in Evaluation criteria shall be accepted.
- 3- Successful bidder would require to be registered with Sindh Food Authority before commencement of the services.

**Form II****Technical Compliance**

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

**Seal and Signature of Bidder:**\_\_\_\_\_

## Section V

### Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **State Bank of Pakistan, SBP Banking Services Corporation** (hereinafter called the “Client”) having its office at State Bank of Pakistan – SBP BSC, Shahrah-e-Fatimah Jinnah Road, Thandi Sarak, Hyderabad and, on the other hand, *[name of Service provider]* (hereinafter called the “service provider”).

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of the Contract;
- (c) Appendices:

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

Appendix C: Services and Facilities Provided by the Bank

Appendix D: Key Personnel Names

Appendix E: Breakdown of the Contract Price

Appendix F: Schedule of Payments

Appendix G: Service Provider’s Bid

Appendix H: Notification of Award

Appendix I: Letter of Acceptance

Appendix J: Performance Security

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

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

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

For and on behalf of **SBP Banking Services Corporation**

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

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

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

## General Conditions of Contract

### A. General Provisions

<b>1. Definitions</b>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</p> <p>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected service provider</p> <p>(c) “Contract” means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(d) “Day” means a calendar day unless indicated otherwise.</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</p> <p>(f) “Experts” means, <b>(NIL)</b></p> <p>(g) “GCC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of Pakistan.</p> <p>(i) “Joint Venture (JV)” <b>(not allowed)</b></p> <p>(j) “Key Expert(s)” means <b>(NIL)</b></p> <p>(k) “Local Currency” means the currency of Islamic Republic of Pakistan.</p> <p>(l) “Non-Key Expert(s)” means <b>(NIL)</b></p> <p>(m) “Party” means the Client or the service provider, as the case may be, and “Parties” means both of them.</p> <p>(n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(o) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A &amp; B hereto.</p> <p>(p) “Service Provider” means a firm or corporate body whose Bid to provide the Services has been accepted by the Bank</p> <p>(q) “Third Party” means <b>(NIL)</b></p>
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<b>2. Relationship between the Parties</b>	<p>2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the service provider. The service provider, subject to this Contract, has complete expertise and experience for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>2.2 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Bank will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax / withholding tax is Service Provider's responsibility.</p> <p>2.3 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider's employee (s) shall be entitled to seek employment with the Bank merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Bank or was deployed to the Bank.</p>
<b>3. Law Governing Contract</b>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of land.</p>
<b>4. Language</b>	<p>4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<b>5. Headings</b>	<p>5.1 The headings shall not limit, alter or affect the meaning of this Contract.</p>
<b>6. Communications</b>	<p>6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>

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

	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.
	Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
<b>B. Commencement, Completion, Modification and Termination of Contract</b>			
<b>9. Effectiveness of Contract</b>	9.1 This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in the SCC.		
<b>10. Termination of Contract for Failure to Become Effective</b>	10.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> . The client shall consider termination of contract besides forfeiture of performance security except the conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.		
<b>11. Commencement of Services</b>	11.1 The service provider shall commence the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .		
<b>12. Expiration of Contract</b>	12.1 Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> . However, this contract is further extendable for two more years on same rates terms and conditions.		



<b>13. Entire Agreement</b>	13.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>14. Modifications or Variations</b>	14.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>15. Force Majeure Definition</b>	<p>15.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>15.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>15.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	15.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>c. Measures to be Taken</b>	15.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably

	<p>practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>15.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>15.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>15.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the service provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the service provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>15.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 34 &amp; 35.</p>
<b>16. Suspension</b>	<p>16.1 The Client may, by written notice of suspension to the service provider, suspend all the payments pertaining official lunch/tea to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.</p>
<b>17. Termination</b>	<p>17.1 This Contract may be terminated by either Party as per provisions set up below:</p>
<b>a. By the Client</b>	<p>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in</p>

	<p>case of the events referred to in (a) through (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;</p> <p>(b) If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35;</p> <p>(d) If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the service provider fails to confirm availability of Key Experts as required in Clause GCC 24.</p> <p>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the service provider, terminate the service provider's employment under the Contract.</p>
<b>b. By the service provider</b>	<p>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.</p>

	(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider's notice specifying such breach.
<b>c. Cessation of Rights and Obligations</b>	17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the service provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.
<b>d. Cessation of Services</b>	17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18 (a) or GCC 18 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
<b>e. Payment upon Termination</b>	17.1.6 Upon termination of this Contract, the Client shall make the following payments to the service provider:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
<b>C. Obligations of the service provider</b>	
<b>18. General</b>	
<b>a. Standard of Performance</b>	18.1 The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.  18.2. The service provider shall employ and provide such qualified and experienced Experts and Sub- service provider as are required to carry out the Services.

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

<b>25.Replacement of Key Experts</b>	25.1 NIL.
<b>26.Removal of Experts or Sub-contractors</b>	26.1 NIL
<b>E. Obligations of the Client</b>	
<b>27.Assistance and Exemptions</b>	<p>27.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <p>(a) Assist the service provider by providing requisite information details as shall be necessary to enable the service provider to perform the Services.</p> <p>(b) Provide to the service provider any such other assistance as may be specified in the <b>SCC</b>.</p>
<b>28.Payment Obligation</b>	28.1 In consideration of the Services performed by the service provider under this Contract, the users shall make such payments to the service provider for the Food Items specified in <b>Appendix A &amp; B</b> and in such manner as is provided by GCC F below.
<b>F. Payments to the service provider</b>	
<b>29.Contract Price</b>	29.1The Contract rate (i.e. charges per Item) is fixed and is set forth in the <b>Appendix E</b> .
<b>30.Taxes and Duties</b>	30.1 The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
<b>31.Currency of Payment</b>	31.1 Any payment under this Contract shall be made in the Pak Rupees.
<b>32.Mode of Billing and Payment</b>	<p>32.1The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 29.1.</p> <p>32.2 The payments will be made according to the payment schedule stated in the <b>SCC</b>.</p> <p>32.2.1 The Client shall pay the service provider within thirty (30) days after the receipt by the Client of the services/ deliverable(s) and the cover invoice for the related lump-sum payment. The payment can be withheld if the Client does not approve the services/ deliverable(s) as satisfactory in which case the Client shall provide comments to the service provider within the same thirty (30) days period. The service provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>
<b>G. Fairness and Good Faith</b>	

<b>33. Good Faith</b>	33.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>H. Settlement of Disputes</b>	
<b>34. Amicable Settlement</b>	<p>34.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>34.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 35 shall apply.</p>
<b>35. Dispute Resolution</b>	35.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.
<b>36. Liquidated Damages</b>	36.1 The service provider shall pay liquidated damages to the Bank at the rate stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities
<b>37. Performance Security</b>	37.1 The service provider shall provide the Performance Guarantee to the Bank no later than 21 days from the date of notification of award. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Bank, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.
<b>38. Equipment, Vehicles and Materials etc.</b>	38.1 Equipment, vehicles, materials etc. made available to the service provider by the Client, or purchased by the service provider wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment, vehicles, materials etc. and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the service provider, unless otherwise instructed by the

	Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
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### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GCC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.</b>
4.1	<b>The language is <u>English</u>.</b>
6.1 and 6.2	<b>The addresses are:</b>  Client :  The Chief Manager State Bank of Pakistan – BSC, Hyderabad Office Shahrah-e-Fatimah Jinnah Road, Thandi Sarak, Hyderabad, Pakistan  Service Provider : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
7.1	<b>The Authorized Representatives are:</b>  <b>For the Client: Chief Manager – SBP BSC Hyderabad</b>  <b>For the service provider: (Name &amp; Designation)</b>
9.1	<b>The contract shall become effective from _____</b>
10.1	<b>Termination of Contract for Failure to Become Effective:</b>  The time period shall be fifteen (15) days.
11.1	<b>Commencement of Services: _____</b>
12.1	<b>Expiration of Contract:</b>

	The time period shall be one (01) Year, from the date of commencement of services, however contract is further extendable for two more years on same rates, terms and conditions
29.1	Rates as contained in Appendix – E shall remain fixed.
35.1	Disputes shall be settled by arbitration in accordance with the Pakistan Arbitration Act 1940.
36.1	Bank can impose liquidated damages @ Rs. 10,000/- per instance in case of non-compliance of any requirement defined in Appendix A & B of contract agreement. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 200,000/-. Once the maximum amount is reached, the Bank may consider termination of the contract
37.1	Rs.100,000/- (Rupees One Hundred Thousand only) for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.

## **Appendices**

(To be finalized at the contract award stage)

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

Appendix C—Services and Facilities Provided by the Bank

Appendix D— Key Personnel Names

Appendix E— Breakdown of the Contract Price

Appendix F — Schedule of Payments

Appendix G— Service Provider's Bid

Appendix H—Notification of Award

Appendix I —Letter of Acceptance

Appendix J— Performance Security

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

Category A			Relative Importance	Rate Inclusive of applicable taxes (Rs.)	W x Y
S.#.	Food Items	Proposed Weight	W	Y	
1	Omelet / Fried Egg	One normal chicken Egg	10		
2	Paratha (whole wheat/plain white)	200 Grams	10		
3	Bread slices	Sandwich Bread 2 slices	7		
4	Tea (Doodh pati)	Per cup (150 ml)	10		
5	Cold Drinks	250 ml	10		
6	Green Tea (teabag must be of Lipton, Tapal, alokozay etc)	Per cup (150 ml)	8		
7	Seasonal Vegetable/mixed vegetable	250 Grams	10		
8	Daal Mash / Mong / Masoor	250 Grams	10		
9	Plain Zera Rice (Basmati/ Super kernel)	350 Grams	10		
10	Naan	150 Grams	10		
11	Roti (whole wheat)	150 Grams	10		
12	Chapati	150 Grams	10		
13	Raita	Small bowl (150 ml.)	7		
14	Channa Chaat	200 Grams	10		
15	Chicken Patties	Standard size	9		
16	Plain Cake (freshly baked)	One Piece	8		
17	Chicken Biryani (Kernel Basmati or equivalent)	300 Grams rice with 100 Grams Chicken.	10		
<b>Total for Category A = Sum of (W x Y)</b>					
Category B					
18	Anda Channa/Anda Aaloo/Anda Curry	200 Grams with gravy plus one Boiled egg	9		
19	Chicken Korma/chicken Masala	250 Grams (100 Grams Meat with 150 Grams gravy)	10		
20	Curry Pakora	250 Grams with two Pakoras	9		

21	Chicken Karahi (Broiler of Normal Size)	250 Grams with 2 Naans	10		
22	Fish curry	100g fish 150 g curry	9		
23	Kheer	Small bowl (150 Grams)	9		
24	Custard	Small bowl (150 Grams)	8		
25	Beef kofta	250 Grams (2 beef koftas 50 Gram each with 150 Gram gravy)	8		
<b>Total for Category B = Sum of (W x Y)</b>					
<b>Category C</b>					
26	Coffee Espresso	Per cup (150 ml)	8		
27	Mutton Karahi	250 Grams (125 Gram meat plus 125 Gram gravy)	9		
28	Fresh Yogurt	Small bowl (150 ml.)	10		
29	Chicken Qeema	200g	9		
<b>Total for Category C = Sum of (W x Y)</b>					

**Note:**

- i. Good Quality Raw Material (well reputed Brands) to be used as described below:
- ii. All brands approved by Sindh food authority
- iii. Oil used for cooking should be vegetable oil of reputable brand as described below:  
Sufi, Dalda, Meezan, Habib, Talo or equivalent standard brands approved brands by Sindh food authority
- iv. Food to be cooked properly and hygienically.
- v. All the items would be weighted by Weighing Machine before service.

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

- i. Kitchen
- ii. Water
- iii. Gas & Electricity
- iv. Furniture
- v. Fans
- vi. Dining Hall (one main hall for approx 25 people).

**Contractor Responsibilities**

To provide quality, tasty, hygienic fresh tea, coffee & refreshment items, breakfast and lunch as per timings and days decided by the canteen committee.

1. To ensure proper management for providing food items and implement adequate procedures by reducing queues and waiting time at counters. In addition to dedicated counter for female employees the cash and serving counters for general / male employees should in no case be less than two in No. The contractor shall be responsible to implement procedures and guidelines as advised from time to time by the Canteen Management Committee.
2. To maintain a proper and safe and efficient system for collection of payments from the employees/ visitors on daily basis. The canteen contractor shall introduce alternative

automated collection system such as OMNI payment, POS or any other payment procedure/ mode as and when advised by the bank.

3. To effectively and efficiently manage the routine affairs of the canteen and to ensure effective customer service to the employees of the organization.
4. To provide quality, tasty, hygienic & fresh food for breakfast, refreshments and lunch in Canteen Hall 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 bank on gazette holiday/s)
5. To serve food in a good quality porcelain (cheeni) crockery, good quality cutlery will be used in the canteen, and good quality chafing dishes. Deep freezer will be arranged by the contractor in sufficient quantity to meet the actual requirement for providing meal service.
6. To appoint trained & professional waiters/ servers, head waiters, and the counter personnel possessing customer friendly attitude and the contractor would be required to have certified chef(s).
7. To appoint qualified, trained & experienced Canteen Manager, able to manage the daily routine affairs and address problems on the spot, efficiently.
8. Cooking utensils shall be provided by the contractor in sufficient quantity. He will ensure that these are properly cleaned / nicked meeting the highest hygienic standard.
9. The Contractor shall be responsible to keep the premises at his cost to work full time for cleaning of the dining hall and kitchen space (walls, slabs, cooking area, counters). Further, the cleanliness of the Furniture and fixtures will also be the responsibility of the contractor. The contractor will ensure daily proper washing of crockery and cooking utensils in a hygiene manner as per SOPs. Hence the contractor shall ensure to maintain high standard of cleanliness and hygienic. Contractor will also provide hygienic food and as per approved quantity. Any slackness in this regard shall not be accepted and at any single violation a fine up to Rs 10,000/- may be imposed on the said irregularities.
10. The menu is subject to change(s) that may be made by the Canteen Committee at its own. However, changes involving increase in number of days on which Biryani / Chicken /Vegetable / Fish dishes are to be served will be made by mutual consultation with the contractor.
11. Meals shall be served through the counters in the main canteen to all employees on tray system.
12. The material to be used for preparation of the food stuff shall be of the following specifications only.
  - Reputable brands of Cooking Oil such as Dalda, Habib, Tullo, Soya Supreme, Sufi
  - Reputable brands of Masala- Packed masala of standard quality such as National / Shaan / Poonam
  - 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, Olper or Haleeb Milk Pack, Dairy Fresh or equivalent
  - Nan (Tandoori), Chapati, Roti (whole wheat) should be of 150 gm.
13. Cooking / igniting fire shall be restricted within the kitchen or any other place authorized by Canteen Committee.
  14. The canteen shall remain open on all working days and on any other day that may be communicated to the canteen contractor by the Canteen Committee except during the Holy month of Ramadan.
  15. In case the canteens contractor 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 Bank then the contractor will have to arrange to operate the canteens and if not then the Bank will make any other alternative arrangements for serving tea / meal at risk and the cost and consequences of the canteen's contractor. The amount so spent shall be deducted from the contractors bill pending and or those that may be submitted in future and or from Security Deposit / performance guarantee as the case may be.
  16. The canteen facilities shall be used exclusively for the employees of the Bank. The contractor shall not serve any outsider except to the bonfide guests of the Bank or anyone else authorized / allowed by the Canteen Committee.
  17. Any poor hygiene, bad presentation of food, bad housekeeping and bad quality of food the contractor will be penalized as decided by the Canteen Committee and such decision shall be final and binding on the contractor. The Canteen Committee will be the sole judge in the above mentioned case.
  18. The Bank 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 contractor in writing by Canteen Committee.
  19. The contractor will be required to engage adequate staff including cook, bearer, on his own account. Such manpower should adequately correspond to the strength of the Bank's employees. The contractor shall be responsible for providing efficient service at the canteens during any period the canteens is required to remain open. The canteens staff hired by the contractor as well as service boys shall wear neat and clean prescribed uniform, gloves, shoes and caps to be provided by the contractor.
  20. The number of above mentioned employees of the contractor may be increased or decreased in accordance with number of Bank's employees entitled at that canteen with the concurrence of Canteen Committee.
  21. The contractor shall provide security clearance from Police for his staff visiting / posted at the Bank in connection with the operation of the canteens at their own expenses. Also the contractor / his staff whether labor or other category will be required to establish identity at the gates of the Bank's office either through his National Identity card. Contractor and his staff will be subject to standing security orders and instructions in force, added modified and amended from time to time by Government and the Bank. For the purpose of identification and security, the contractor shall issue proper identity cards to all its employees detailed to work within the premises of the canteens.
  22. The contractor must be compliant to all the prevailing laws / statutes of the Country which include but not limited to Labor Laws, Wage Board, Industrial Relations Act 2013, Compensation Act etc. and will follow the rules and regulations / laws enacted by the Govt. of Pakistan from time to time.
  23. The contractor must arrange Group, Life, Disability & Health coverage for their employees (deployed in Canteen at SBP) from reputable Insurance Company and also provide

coverage under EOBI and PESSI or equivalent authority as applicable.

24. All staff engaged by the contractor for operating the canteens must be healthy. The contractor shall furnish medical fitness certificate of all staff at the time of their deployment. They should not be suffering from any contagious disease like Hepatitis / Tuberculoses etc Medical fitness test shall be provided by the contractor on engagement of his employee. If any member of the staff is found carrying an infectious disease as a result of the medical examination that person will have to be replaced by the contractor with another staff at contractor's cost.
25. The contractor shall be responsible and undertakes to indemnify and hold harmless the Bank, its officers, staff, workers, advisors, agents or any other person acting on behalf of the Bank against all claims resulting from death, injury, burns or accident of any kind caused to his (contractor's employees) acting in discharge of the contractual obligations.
26. If any loss or damage is caused to the Bank's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at its own cost.
27. The Bank reserves the right to extend the validity of the contract on the terms stated herein. The Bank shall ascertain fulfillment of entire stipulations of this contract through its Canteen Committee or any other officials designated for the purpose.
28. In case the Contractor's Service/ quality of food is found unsatisfactory and/or on receipt of any complaint, the Canteen Committee may impose a penalty up to Rs.10,000/-. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, the Canteen Committee has right to terminate the contract by giving 45 days prior notice by recording reasons which the Canteen Committee is not liable to justify.
29. In case of termination of contract based on service related issues, the relevant contractor will be ineligible to participate in subsequent bidding process.
30. The contractor shall charge along with rates only lawfully applicable tax/s from the Bank employees. Collection of all the applicable taxes and subsequently its deposit with relevant authorities / department shall be sole responsibility of the Canteen Contractor.
31. The contractor shall register his establishment with all relevant government agencies as per applicable laws and ensure payment of lawfully applicable charges, levies, dues, fees, contributions to relevant government departments / entities and in no case the Bank will be responsible on account of contractor's obligations whatsoever.
32. The contractor shall be responsible for all the requirements of Employee's Social Security Institution and or under other Acts applicable to contractor being independent employer and shall also regularly pay contribution in respect of his employees employed by him/her for the execution of contract towards EOBI, and other labor laws enactments. The Bank shall not be responsible for the default of such payments.
33. To provide catering services and necessary facilitation for all events to be held either in the premises of SBP BSC Hyderabad or any other place as instructed by the Canteen Committee or by Chief Manager and to provide official lunches/refreshments as per rates quoted in this document.
34. To provide Tea etc. to the employees working in all units at SBP BSC Office, Hyderabad provided its arrangement is feasible for the contractor as per approved rates.
35. The Contractor shall not transfer/sublet the contract to another person or firm in any case.



36. The Bank through its Canteen Management Committee or its other officials shall have the right to check and weight the quality/quantity/weight of meal/food and standard of cleanliness of the Canteen.
37. Services provider will ensure periodic fumigation of canteen vicinity. Or as advised by the bank.
38. As per instruction of Bank, contractor will arrange the stalls of different items for different events within the Bank's premises, the required items shall be provided/sold at the same approved rates
39. Service provide will ensure bi-annual health screening of canteen staff and will submit a report to the Bank. If required by bank, services provider shall also ensure proper vaccination of its staff. Screening tests should include, CBC ESR, HBS AG, Anti HCV, HIV antibody, Stool D/R and X Ray Chest PA view.
40. Service provider will ensure sufficient staff (support, janitorial, dishwashing and cooking) to ensure uninterrupted services and proper cleanliness of canteen premises. And service provider will ensure that sufficient food is cooked and available between official lunch timing
41. The contractor shall be responsible for meticulous compliance of SOPs of COVID-19 issued by the Bank of Government of Pakistan.

**WEEKLY MENU:**

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

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

*One Item of Beef/Mutton/Chicken*

*One item of Rice*

*One item of vegetable*

*One item of pulses*

**Appendix C****Services and Facilities Provided by the Bank****The Bank shall provide the following facilities:**

Kitchen  
Water  
Gas & Electricity  
Furniture  
Fans  
Dining Hall (one main hall for approx 25 people)

The Bank will provide electricity, gas and water for the canteen free of charge but it will be the responsibility of the Contractor 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 Contractor's staff, the Bank may resort to recovery from the Contractor to the extent of such mis-utilization.

The Contractor will be allowed to use the Bank's existing available canteen space/ premises, furniture, water plant and fans free of cost but it will be the utmost responsibility of the Contractor to take proper care of all the said items considering them as Bank's property.

The Contractor will be bound to return the Bank's property in good/ serviceable condition at the time of completion/ termination of the contract agreement.

All losses and damages, if any, in respect of Canteen will be the responsibility of the Contractor. Further, the arrangement/ replacement and repair/ maintenance, cleanliness of canteen crockery/ cutlery shall be at the Contractor's cost. As such the Bank will look after the maintenance of fumigation, repairing/maintenance of taps, Electric Water Dispensers etc.

Neither outsider will be served food in the Bank's premises nor will the Contractor use the said facilities for any outside agency/ person etc.

The officially approved access to the Bank's premises shall be provided by the Bank, through its Internal Bank Security Department, in favor of authorized/ assigned delivery vans and the Canteen personnel.

## **Appendix D**

### **Key Personnel Names**

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

## **Appendix E**

### **Breakdown of the Contract Price**

**Appendix F**

**Schedule of Payments**

**Appendix G**

**Service Provider's Bid**

**Appendix H**

**Notification of Award**

**Appendix I**

**Letter of Acceptance**



**Appendix J****Performance Security**

To:

The Chief Manager  
State Bank of Pakistan – BSC, Hyderabad Office  
Shahrah-e-Fatimah Jinnah Road, Thandi Sarak,  
Hyderabad, Pakistan

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_