

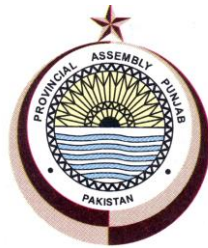
BIDDING DOCUMENTS

FOR

PROCUREMENT OF CATERING
(Contract for Catering Services)

Single Stage-One Envelope
(SSOE) Bidding Procedure

27th May, 2025



PROVINCIAL ASSEMBLY OF THE PUNJAB
LAHORE

INSTRUCTIONS TO USERS OF THIS DOCUMENT

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INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called “the Purchaser” wishes to receive bids for the Catering Services of different meals as described in the Bidding Document.
- 1.2 The bidding is open to National Competitive Bidding as indicated in the Bidding Data.
- 1.3 This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

IB.2 Source of Funds

- 2.1 The Purchaser has sufficient funds for payment in its regular budget.

IB.3 Eligibility of Bidders

3.1

Criteria and point system for the successful Bidder		
A1	Firm Experience	Points
a)	Number of Assignments (Relevant) * *	20
	i. Catering Services projects of similar nature (current)	10
	ii. Catering Services projects of similar nature (in past)	10
b)	Firm Profile	10
	i. Organizational Structure (to be attach)	5
	ii. Quality Management System Certification from Punjab Food Authority	5
A2	Human Resource Capacity	Points
a)	Supervisory Team / Cooking Staff	20
	i. Manager and Assistant Manager	10
	ii. Cooking and other staff	10
b)	Physical Inspection	30
	i. Premises	05
	ii kitchen	05
	iii Godown	05
	iv Crockery	05
	v. Cutlery	05
	vi. Furniture/Tent Items	05

A3	Financial Capacity*****			
	i. Annual Turnover for 2 years (2023-24 & 2024-25)		20	
	Sr No.	In PKR		Marks
	1	Above Rs.10.000 Million		20 Marks
	2	Above Rs.08.000 Million to Rs.10.000 Million		15 Mark
	3	Above Rs.05.000 Million to Rs.08.000 Million		10 Marks
	4	Rs.03.000 Million to Rs.05.000 Million		5 Marks
	5	Less than Rs.03.000 million		0 Marks
	Total			100

- 3.2 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- has a registered/incorporated company/firm in Pakistan having office/business setup in Lahore.
 - Must be registered with Tax Authorities as per prevailing latest tax rules;
 - Must have three years relevant experience and having sufficient equipments for the purpose including the following:-
 - Satisfactory condition of the godown, kitchen, crockery, cutlery and furniture/tent items.
 - Health certification of the Chefs including staff.
 - Use of qualitative food ingredients and spices.
 - Kitchen approved by the Punjab Food Authority.
 - Three years working experience with Government or reputed private organizations with proof of the same.
 - Detail of staff of administrative and serving personal.
 - Firm must not be blacklisted by any Federal/Provincial Authority.
 - Solid Bank Statement for the last two years.

IB.4 One Bid per Bidder

Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to clause IB.19) shall be disqualified.

IB.5 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and inspect the location of the system and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Catering Services. All cost in this respect shall be at the Bidders own expense.
- 6.2 The Bidders and any of their personnel or agent will be granted permission by the purchaser to enter upon his premises for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expences incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued
 1. Instructions to Bidders
 2. Bidding Data
 3. Form of Bid and Appendices to Bid
 4. Schedules to Bid
 - (i) Schedule A: Price Schedule for Catering Services to be offered
 - (ii) Schedule B: List of Catering Services
 - (iii) Schedule C: Delivery and Completion Schedule
 5. General Conditions of Contract (GCC), Part-I
 6. Particular Conditions of Contract (PCC), Part-II
 7. Standard Forms
 - (i) Form of Bid Security
 - (ii) Form of Performance Guarantee
 - (iii) Form of Contract Agreement
- 7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.20, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid as well as all correspondence and documents related to the bid exchanged by a Bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 Each Bidder shall:
 - (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;
 - (b) furnish a proposal taking into account the various Appendices to Bid specially the following the Appendix-A to Bid Method of Assuring Quality of Catering Services
- 11.2 Joint Venture/consortium is not eligible for this Tender.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for catering, according to their origin as appropriate, using the forms furnished in Appendices to Bid.
- 12.3 Unless stated otherwise in the Bidding Documents (under Schedule D to Bid), the Contract shall be for the whole of the Catering Services as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the Bidder.
- 12.4 The Bidders shall fill in rates and prices for the items to be replaced described in the Price Schedules. Items against which no rate or price is entered by a Bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 16 of the General Conditions of Contract.

- 12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 14 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 14.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

The Catering Services rates and the prices shall be quoted by the Bidder entirely in Pak rupees.

IB.14 Documents Establishing the Conformity of the Catering Services to the Bidding Document

- 14.1 To establish the conformity of the catering to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the catering be provided to conform to the specified requirements.

IB.15 Documents Establishing the Qualification of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

IB.16 Bid Validity

- 16.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.25.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.17 in all respects.

IB.17 Bid Security

- 17.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 17.2 The Bid Security shall be, at the option of the Bidder, in the form of Bank Instrument (excluding cheque) or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Purchaser valid for a period 28 days beyond the Bid Validity date.

- 17.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 17.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid Validity.
- 17.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Contract Agreement.
- 17.6 The Bid Security may be forfeited:
 - (a) if the Bidder withdraws his bid except as provided in Sub-Clause 25;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 28 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Guarantee; or
 - (ii) sign the Contract Agreement.

IB.18 Pre-Bid Meeting

Pre-bid meeting will not be held with prospective Bidders or their authorized representatives.

IB.19 Format and Signing of Bid

- 19.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 19.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 19.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 19.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 19.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 19.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

19.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

19.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.20 Sealing and Marking of Bids

The bids shall be received through E-PADS.

IB.21 Deadline for Submission of Bids

Bid must be received by the purchaser through E-PADS, no later than the time and date stipulated in the Bidding data.

IB.22 Late Bids

- 24 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.23 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.23 Modification, Substitution and Withdrawal of Bids

- 23.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- 23.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 23.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 23.1 and 27.2.
- 23.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.17.6.

E. BID OPENING AND EVALUATION

IB.24 Bid Opening

- 24.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.24, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign an attendance sheet evidencing their attendance.

- 24.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.25 shall not be opened.
- 24.3 The Bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.
- 24.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 24.3.

IB.25 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Purchaser’s processing of bids or award decisions may result in the rejection of such Bidder’s bid.

IB.26 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of Catering Services rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought.

IB.27 Examination of Bids and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 27.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Catering Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 27.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.28 Correction of Errors

- 28.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
- 28.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited.

IB.29 Evaluation and Comparison of Bids

- 29.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.29.
- 29.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.28;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of items to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analysis, the Purchaser may require that the amount of the Performance Guarantee set forth in Clause IB.34 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

IB.30 Post Qualification of the Bidder

- 30.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which eventually the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.31 Award

- 31.1 Subject to Clauses IB.33 and IB.37, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 30.2. Intimation to such award shall be made in the shape of letter of execution of contract by the Purchaser after completion of all the procedure.
- 31.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Contractor's or contractor's capacities, may require the Contractor or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- 31.3 Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.32 Purchaser's Right to Reject all Bids

- 32.1 Notwithstanding Clause IB.32, the Purchaser reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 32.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Catering Services originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the Catering Services prices or other terms and conditions of the Bid and the Bidding Document.

IB.33 Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the

Purchaser will pay the Contractor in consideration of the delivery of order by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

- 33.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 33.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.
- 33.4 Upon furnishing by the successful Bidder of a Performance Guarantee, the Purchaser will return the bid securities of unsuccessful Bidders.

IB.34 Performance Guarantee

- 34.1 The successful Bidder shall furnish to the Purchaser a Performance Guarantee in the form of bank instrument other than cheque and the amount stipulated in the Bidding Data and the Conditions of Contract immediately after the receipt of Letter of Acceptance.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 21 of the Punjab Procurement Rules 2014 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Catering Services.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.

BIDDING DATA

Bidding Data

The following specific data for the Procurement to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

[Instructions are provided, as needed, in italics.]

Instructions to Bidders

Clause Reference

1. Name and address of the Purchaser & Summary of Catering Services to be procured:

*SECRETARY GENERAL
PROVINIAL ASSEMBLY OF THE PUNJAB,
SHAHRAH-E-QUAID-E-AZAM, LAHORE*

Contract for provision of Catering Services at Punjab Assembly Building, Lahore

1. The bidding is open to National competition as per policy of the Government
2. Source of Funding:

The Purchaser has sufficient amount allocated by the Government of Punjab in Pakistani Rupees towards the cost of this project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

3. Bid language:

English or Urdu or both

4. Information to be provided:

- *Financial Statements of last 2 years;*
- *Latest status of financial resources commitment for two years (including the current year);*
- *Contracts awarded during the last two years;*
- *Information about litigation presently in process.*
- *NTN, STS and GST Registration Certificates*
- *List of experienced Staff*
- *Affidavit that the firm has not been blacklisted by any Provincial or Federal Government Department.*

5. Furnish Proposal:

The Bidder to submit a proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely provision of catering and Catering Services

6. Currencies of Bid and Payment:

*Bidders to quote entirely in **Pak. rupees.***

7. Period of Bid Validity:

Till 12-06-2025

8. Amount of Bid Security:

Amounting to Rs.2,00,000/- that is 2% of the estimated price amounting to Rs.10 million/-

9. Number of copies of the Bid to be completed and returned:

Only original Bid on E-PADS

10. Purchaser's address for the purpose of Bid submission:

11. Name and Number of the Contract:

Name of Contract: Contract for provision of Catering Services at Punjab Assembly Buildings, Lahore.

Bid Reference No.PAP/EO-65/Vol-VII/2024

12. Deadline for submission of bids:

June 12, 2025 by 11:00 AM

13. Venue, time, and date of Bid opening:

VENUE OF BID OPENING:

**Office of the Director (Estate Management) through E-PADs,
PROVINCIAL ASSEMBLY OF THE PUNJAB
SHAHRAH-E-QUAID-E-AZAM,
LAHORE**

DATE AND TIME OF BID OPENING:

June 12, 2025 at 11:30 AM

14. Percentage increase or decrease shall not exceed **up to 10 %.**

15. Standard form and amount of Performance guarantee acceptable to the Purchaser:

Form of Performance Guarantee: Bank Instrument (excluding cheque) in the name of Secretary General, Provincial Assembly of the Punjab or bank guarantee.

Amount of Performance Guarantee: 10% total volume of the estimated cost of the job.

Note: A bank guarantee shall be unconditional on demand as provided in Standard Form.

FORM OF BID AND APPENDICES TO BID

Form of Bid

Date: _____

Bid Reference No.PAP/EO-65/Vol-VII/2024

Name of Contract: Contract for provision of Catering Services at Punjab Assembly Building,
Lahore.

To:

Secretary General
Provincial Assembly of the Punjab
Lahore, Pakistan

Gentleman,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the Completion Schedule, the following Catering Services _____
_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Guarantee in the amount of _____percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or Contractors for any part of the Contract, have nationalities from the following eligible countries _____;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or Contractors for any part of the Contract, has not been declared ineligible by the Purchaser;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (l) We understand that you are not bound to accept the lowest quoted bid or any other bid that you may receive.
- (m) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

METHOD OF ASSURING QUALITY OF CATERING SERVICES

[The Bidder is required to submit a narrative outlining the method of assuring quality of Catering Services. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other catering to be used.
3. The procedure for transportation of Catering Services to delivery site.]

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

[The Bidder shall provide organization charts for: (a) procurement of Catering Services from its source, (b) transportation of Catering Services from source (Ware House) to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

SCHEDULES TO BID

Description of Items for Catering Services required Punjab Assembly building, Lahore

Name of Bidder _____ Bid Reference Number _____ Page ____ of ____

Sr.No.	Description of items
1.	
2.	As mentioned at page-06 (Advertisement)
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

Bank Instrument No.: _____ Dated _____ Amount _____/-

Issuing Authority _____

Name and Address of the Bidder _____

Sales Tax On Catering Registration No. _____ Phone _____

National Tax No.: _____

I certify that the Catering Services of the items mentioned above shall be provided as per the specifications

Signature _____

Name _____

Stamp _____

Schedule-B

Detail of items for which rate contract is required

**[Purchaser shall list down the Inspection and tests to be carried out under
GCC Clause 26 and PCC Sub-Clause 26.2]**

Sr. No.	Name of Food items for which Catering Services will be provided	Estimated Unit Price	Total Estimated Price
	As mentioned at page-06 (Advertisement)		
Grand Total			Rs.10,000,000/-

STANDARD FORMS

- **BID SECURITY**
- **PERFORMANCE GUARANTEE**
- **FORM OF CONTRACT AGREEMENT**

FORM OF BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Purchaser') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Guarantee, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Purchaser in accordance with his Bid as accepted and furnish within seven (7) days of his being requested to do so, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

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

<p>WITNESS:</p> <p>1. _____</p> <p>_____</p> <p>Corporate Secretary (Seal)</p> <p>2. _____</p> <p>_____</p> <p>Name, Title & Address</p>	<p>SURETY (Bank)</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Corporate Guarantor (Seal)</p>
--	--

FORM OF PERFORMANCE GUARANTEE
(Bank Guarantee)

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Purchaser]

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

Name of Principal (Contractor/Contractor) with
 address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ____ day of ____, 2025, between Secretary General Provincial Assembly of the Punjab Lahore (hereinafter “the Purchaser”), of the one part, and Mr _____ of _____ (hereinafter called “the Catering Provider”), of the other part: WHEREAS the Purchaser invited bids for Caterin Catering Services viz., _____ and has accepted a Bid by the Catering Provider for the provision of Catering Services in the sum of Rs. _____/- (hereinafter called “the Contract Price”). The detail of the Catering is as follows –

Detailed Specification of Catering

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Serive Provider of Award of Contract (Letter of Acceptance);
 - (b) the Form of Bid, details of Catering Services, Price Schedules and other documents submitted by the Serive Provider;
 - (c) the Particular Conditions of Contract; Part-II
 - (d) the General Conditions of Contract; Part-I
 - (e) the Schedules to Bid (other than Price Schedule);
 - (f) Appendices to Bid;
 - (g) Specifications; and
 - (h) the clarification submitted by Serive Provider.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Serive Provider as indicated in this Agreement, the Contractor hereby covenants with the Purchaser to provide the Catering and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Catering and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Conflict Resolution:- In case of any conflict, the decision of Secretary General will be final.
6. This Contract agreement, on the lowest evaluated prices, will initially remain in force for a period of one year and on the basis of satisfactory performance for this year, the contract prices with an increase to the extent of 10% for every year will be enforced for the following years increase a rates. However, the contract shall not be extendable beyond June 30, 2028.
7. This Secretariat may terminate this contract for any of the following reasons:-
 - (a) The Catering Provider fails to provide the catering as specified in the Contract;
 - (b) The Catering Provider fails to perform any of the provision of this Contract; and
 - (c) The Purchaser or Catering Provider may give one month notice to terminate the agreement.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of **Province of the Punjab** on the day, month and year indicated above.

Signature of the Contractor

(Seal)

Signature of the Purchaser

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness

(Name, Title and Address)

General Conditions of Contract

General Conditions of Contract

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1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Catering Services Provider, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Catering Services Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the Provision of Catering Services from the Catering Services Provider to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the supply of Catering Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Catering Services” means all of the commodities, clothing items that the Service Provider is required to provide to the Purchaser under the Contract.
- (i) The “Purchaser” means the Employer who is the entity catering, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- (j) “PCC” means the Particular Conditions of Contract.
- (k) “Catering Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (l) “The Site,” where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

- 3. Interpretation**
- 3.1 If the context so requires it, singular means plural and vice versa where the context requires.
- 3.2 Incoterms
- The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.
- 3.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 3.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 3.5 Nonwaiver
- (a) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 3.6 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4. Language**
- 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser, shall be written in the language specified in the

PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Eligibility

5.1 The Catering Provider shall be a Pakistani National.

5.2 All Catering to be Provided under the Contract and financed by the Purchaser shall have their origin in Pakistan. For the purpose of this Clause, origin means Pakistan where the Catering shall be provided.

6. Notices

6.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.

6.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

7.2 The Catering Services Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

7.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

8. Settlement of Disputes

8.1 The Purchaser and the Catering Services Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.

- 9. Scope of Supply**
- 9.1 Subject to the PCC, the Catering Services to be supplied shall be as specified in Schedules to Bid.
- 9.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Catering Services as if such items were expressly mentioned in the Contract.
- 10. Delivery**
- 10.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Catering Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of delivery and other documents to be furnished by the Contractor are specified in the PCC.
- 10.2 The Supplier shall deliver Catering Services /ordered Catering Services within period mentioned in PCC from the issuance of Acceptance Letter.
- 11. Catering Provider's Responsibilities**
- The Catering Services Provider shall provide all the catering in accordance with GCC Clause 10.
- 12. Contract Price**
- 12.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 12.2 Prices charged by the catering providers for the provision of catering under the Contract shall not vary from the prices quoted by the catering provider in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause
- 12.3 This is a Fixed Price Contract.*
- 13. Terms of Payment**
- 13.1 The Contract Price shall be paid as specified in the PCC.
- 13.2 The catering providers request for payment shall be made to the Purchaser in writing, monthly basis accompanied by invoices describing, as appropriate, the Service Provide by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Purchaser, **no later than sixty (60) days** after submission of an invoice or request for payment by the Contractor, and the Purchaser has accepted it.
- 13.4 The currency or currencies in which payments shall be made to the Contractor under this Contract shall be specified in the PCC.
- 14. Taxes and Duties**
- The Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed by the

Govt.

15. Performance Guarantee

- 15.1 The Catering Services Provider shall, immediately after **the notification** of Contract award, provide a Performance Guarantee for the due performance of the Contract in the amounts and currencies specified in the PCC.
- 15.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 15.3 The Performance Guarantee shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.
- 15.4 The Performance Guarantee shall be discharged by the Purchaser and returned to the supplier **not later than thirty (30) days** following the date of completion of the Supplier performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.
- 15.5 The Performance Guarantee shall be forfeited by the Purchaser, on occurrence of any/all of the following conditions:
 - (a) If the Catering Services Providers commits a default under the Contract;
 - (b) If the Catering Services Providers fails to fulfill any of the obligations under the Contract;
 - (c) If the Catering Services Providers violates any of the terms and conditions of the Contract.
 - (d) If the Catering Services Provider fails/delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action/remedy it may have, forfeit Performance Guarantee of the Catering Services Provider.
 - (e) Failure to supply required items/catering within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the Catering Services Provider will not be allowed to participate in future tenders as well.

16. Confidential Information

- 16.1 The Purchaser and the Catering Services Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the

other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- 16.2 The Catering Services Provider shall not use such documents, data, and other information received from the Purchaser for any purposes unrelated to the Contract. Similarly, the Catering Provider shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.
- 16.3 The above provisions of GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 16.4 The provisions of GCC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

17. Specifications and Standards

Specifications and Drawings

- (a) The Catering Services Provider shall ensure that the Catering Provided comply with the specifications and other provisions of the Contract.
- (b) The Catering Services Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Catering Services Provider under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate in Pakistan

18. Transportation

Unless otherwise specified in the PCC, obligations for transportation of the Catering Services shall be in accordance with the Incoterms specified in the Schedules A to Bid.

19. Inspections and Tests

The Purchaser may reject the Catering Services, if they fail to conform to the Specifications, in any test(s) or inspections(s) and the Supplier shall either replace the rejected Catering Services, make all alternations necessary to meet the Specifications, within same/no time, free of cost to the purchaser.

20. Liquidated Damages

Except as provided under GCC Clause 27, if the Catering Provider fails to deliver any or all of the Catering Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 25.

- 20.1 If any proceedings are brought or any claim is made against the purchaser arising the Purchaser shall promptly give the Catering Provider a notice thereof, and the supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 20.2 If the Catering Provider fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then the Purchaser shall be free to conduct the same on its own behalf.
- 20.3 The Purchaser shall, at the Catering Services Providers request, afford all available assistance to the services provider in conducting such proceedings or claim, and shall be reimbursed by the Catering Provider for all reasonable expenses incurred in so doing.

21. Change Orders and Contract Amendments

If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's change order.

22. Extensions of Time

If at any time during performance of the Contract, the Catering Provider or its Subcontractors should encounter conditions impeding timely delivery of the Catering Services pursuant to GCC Clause 12, the supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

23. Termination

- 23.1 Termination for Default
 - (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:
 - (i) if the Catering Provider fails to deliver any or all

of the Catering Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser or

- (ii) if the Catering Provider fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Catering Services or Related Catering similar to those undelivered or not performed, and the Catering Provider shall be liable to the Purchaser for any additional costs for such similar Catering Services. However, the Catering Provider shall continue performance of the Contract to the extent not terminated.
- (c) if the Catering Provider, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

23.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

23.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

24. Assignment

The Catering Provider shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

25. Blacklisting

If the Catering Provider fails/delays in performance of any of the obligations, under the Contract/violates any of the provisions of the Contract/commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action/remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

Particular Conditions of Contract

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1(j)

The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is: Secretary General, Provincial Assembly of the Punjab, Lahore, Pakistan

GCC Sub Clause 1.1 ()

The Site is: *Punjab Assembly Secretariat, Shahrah-e-Quaid-e-Azam, Lahore, Pakistan.*

GCC Sub Clause 4.2

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

GCC Sub Clause 5.1

The language shall be: English or Urdu or both

GCC Sub Clause 7.1 and 7.2

The procurement is based on ~~International~~/National.

GCC Sub Clause 8.1

For **notices**, the Purchaser's address shall be:

To: Secretary General

Address: Provincial Assembly of the Punjab, Shahrah-e-Quaid-e-Azam

City: Lahore

ZIP Code: 54000

Country: Pakistan

Telephone: +92-42-99200317-8

Facsimile number: +92-42-99200331

Electronic mail address: info@pap.gov.pk

[Addresses of the Supplier shall be entered before signing the Contract]

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan and Laws of the Province of the Punjab.

GCC Sub Clause 9.2

The formal mechanism for the resolution of disputes shall be as follows:

- a. The dispute shall be referred to the Speaker, PAP and the decision of the Speaker, PAP shall be final and shall not be challenged or assailed in any court of Law.

GCC Sub Clause 11.1

The terms of payment shall be: within 60 days after successful delivery/installation/commissioning of the equipment.

GCC Sub Clause 13.1

The Contractor shall provide a Performance Guarantee of 10% of the Annual Maintenance Contract Amount in Pak. Rupees.

GCC Sub Clause 14

The Catering Provider shall provide a Performance Guarantee in the prescribed Form annexed to

these Documents in the form of deposit at call (CDR) or or Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor.

GCC Sub Clause 18.4

Discharge of Performance Guarantee shall take place 28 days.

GCC Sub Clause 21.1

The insurance coverage shall be in accordance with: the standard policy of the manufacturer of the equipment.

GCC Sub Clause 22.1

Obligations for transportation of the Catering Services shall be in accordance with:

Schedule A of the Bid.

GCC Sub Clause 24

The liquidated damage shall be: 0.2 % per week or part thereof

GCC Sub Clause 25.1

The maximum amount of liquidated damages shall be: equivalent to 0.8%

(Aman Khalid Wain)
Estate Officer