

# Standard Bidding Document

PROVISION OF CANTEEN SERVICES AT PAKISTAN AUDIT AND  
ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11,  
MAIN UNIVERSITY ROAD, KARACHI  
(Non-Consultancy Services)

National

Single Stage-One Envelope



*June 19, 2026*

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# PROCUREMENT NOTICE

## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** has reserved Funds for the procurement planned for FY 2026-27. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“PROVISION OF CANTEEN SERVICES AT PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI”**
2. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, July 6, 2026 02:00 PM**. E-bids will be opened on the same day at **Monday, July 6, 2026 02:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS**

**v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

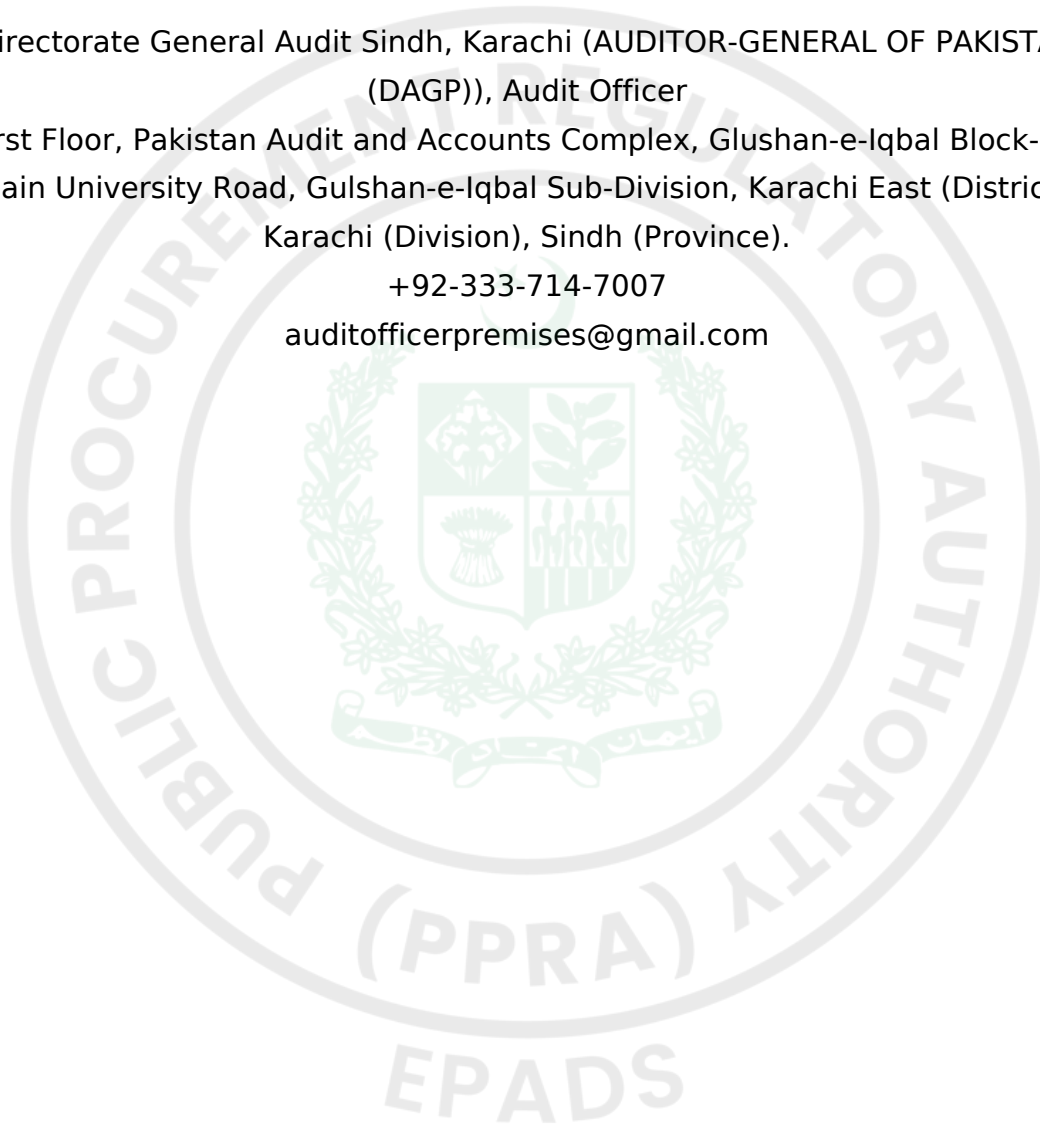
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## 6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

**Section I** - Invitation to Bid

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraudulent & Corrupt Practices

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

## 7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

## 8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

### 9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

### 10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

## 11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

## 12. Form of Bid

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

## 13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

#### **14. Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

#### **15. Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

#### **16. Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

#### **17. Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

**17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

## **18. Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

## **19. Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

## **20. Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

22.2. The selection technique adopted shall be based on quality and cost, with 70% weightage assigned to quality and 30% to cost. The passing threshold for the technical bid shall be 70%.

### 23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

#### **24. Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

#### **25. Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

## 26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

## 27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal

point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

## **28. Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

## **29. Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case

the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

### **30. Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **31. Abnormally Low Financial Bids**

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

## **32. Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

## **33. Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

## **34. Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

# **F. Award of Contract**

## **43. Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

#### **44. Procuring Agency's Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

#### **45. Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

#### **46. Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

#### **47. Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

**and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

#### **48. Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### **G. Grievance Redressal & Complaint Review Mechanism**

#### **53. Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

#### **54. GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

### **H. Blacklisting/ Debarment**

#### **55. Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





## Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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 those in ITB.

## **BDS Clause Number**

### **ITB Number**

## **Amendments of, and Supplements to, Clauses in the Instruction to Bidders**

### **A. Introduction**

#### **BDS Clause Number 1**

Name of Procuring Agency: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))**

The subject of procurement is: **PROVISION OF CANTEEN SERVICES AT PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI**

Expected commencement date: **Monday, July 27, 2026**

#### **BDS Clause Number 2**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P48878**

#### **BDS Clause Number 3**

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

### **B. Bidding Documents**

#### **BDS Clause Number 4**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, July 1, 2026

#### **BDS Clause Number 5**

Any addendum, in case issued, shall be published on **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** website and on **EPADS v2.0**.

#### **BDS Clause Number 6**

List of documents required along with the bid: No

#### **BDS Clause Number 7**

The qualification criteria to establish the supply / production capability of the bidder.

*see Eligibility Criteria*

#### **BDS Clause Number 8**

##### **Services and Their related documents:**

*See section Required Services and Scope of Work*

#### **BDS Clause Number 9**

Price schedule will be provided according to the format defined and acquired.

*see section price schedule.*

#### **BDS Clause Number 10**

##### **Specifications:**

*see section of specifications.*

### **C. Preparation of Bids**

#### **BDS Clause Number 11**

The price shall be **Fixed**.

**BDS Clause Number 12**

Currency of the Bids shall be : **PKR**

**BDS Clause Number 13**

The Bids/Bid Validity period shall be: **90 Days**

**BDS Clause Number 14**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

**BDS Clause Number 15**

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for  $90+28 = 118$  days.

**BDS Clause Number 16**

Alternative Bids to the requirements of the bidding documents will not be permitted.

**D. Submission of Bids**

**BDS Clause Number 17**

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, July 6, 2026 02:00 PM**

## E. Opening and Evaluation of Bids

### **BDS Clause Number 18**

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, July 6, 2026**

Time : **02:30 PM**

### **BDS Clause Number 19**

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**  
*see Evaluation Criteria*

## F. Award of Contract

### **BDS Clause Number 20**

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

**21.**

**51.1**

Arbitrator shall be appointed by mutual consent of the both parties.

## G. Review of Procurement Decisions

### **BDS Clause Number 22**

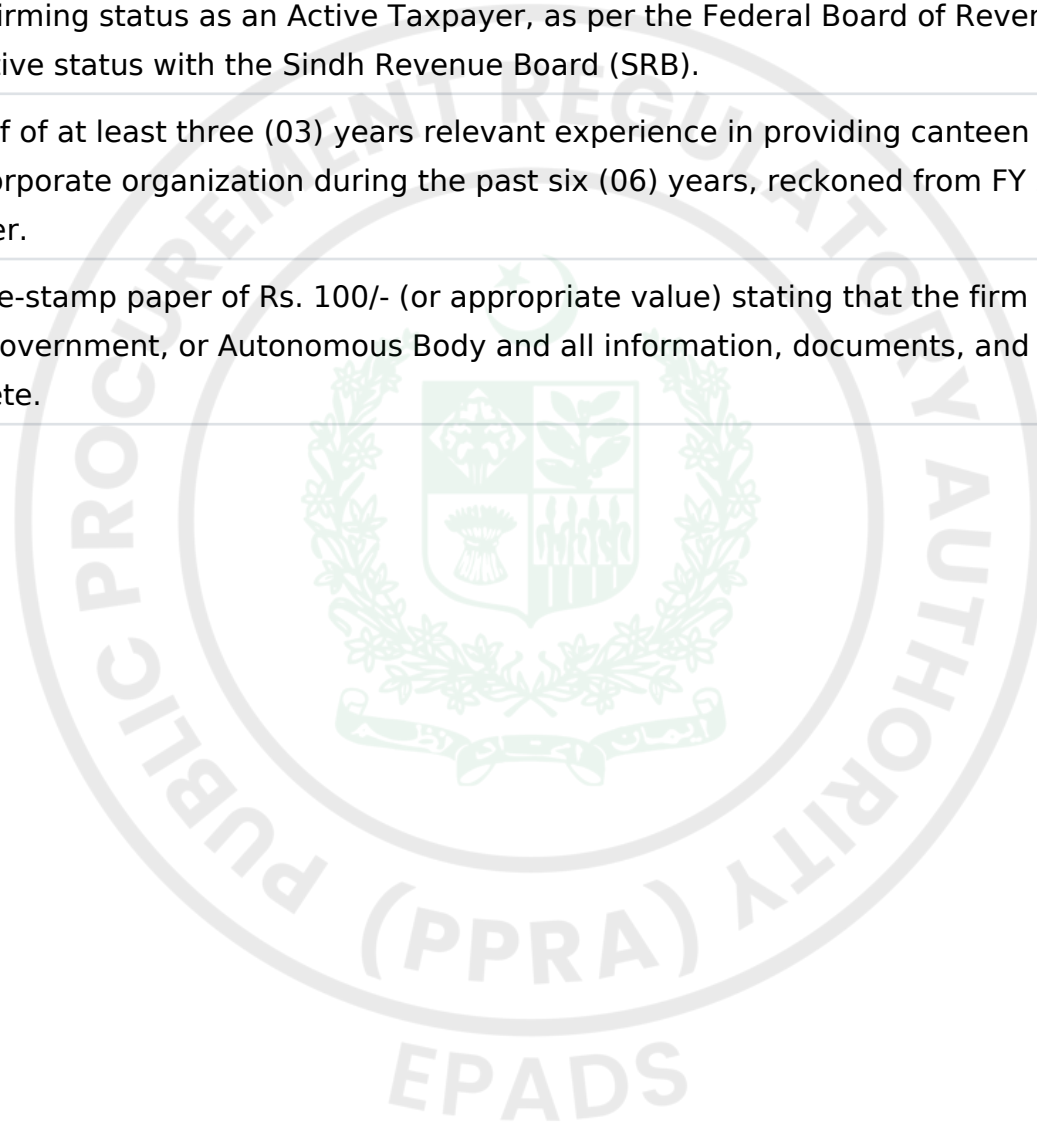
Grievance against this procurement shall be submitted online on EPADS v2.0.

## Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Partnership Firm	FBR (NTN)
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Company profile, including adequacy of trained kitchen and service staff, and availability of kitchen equipment, utensils, and other resources required for canteen operations.	Yes
Attested copy of valid Income Tax Registration Certificate (NTN).	Yes
Attested copy of valid Sindh Sales Tax Registration Certificate (SRB).	Yes

Attested copies of Income Tax Returns/Assessment Orders for the last three financial years (2022-23, 2023-24 and 2024-25).	Yes
Documentary evidence confirming status as an Active Taxpayer, as per the Federal Board of Revenue (FBR) Active Taxpayers List (ATL) and active status with the Sindh Revenue Board (SRB).	Yes
Documentary evidence/proof of at least three (03) years relevant experience in providing canteen services in any public sector or reputable corporate organization during the past six (06) years, reckoned from FY 2020-21 up to the closing date of the tender.	Yes
Undertaking on non-judicial e-stamp paper of Rs. 100/- (or appropriate value) stating that the firm is not blacklisted by any Government, Semi-Government, or Autonomous Body and all information, documents, and data submitted are true, correct and complete.	Yes



# Evaluation Criteria

## Least Cost Based Selection (LCBS)



# Required Services

## Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Canteen Services	<p><b>Address:</b> Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).</p> <p><b>Schedule:</b> Within 07 days of signing of contract/issuance of Work Order <b>Quantity:</b> 1</p>	1	120000

Related Services :

No



# Services Specifications

## Positions Without Lots :

**Position:** Canteen Services

## Specifications / Requirements:

Bid Submission Instructions Financial evaluation shall be carried out using a weighted scoring methodology. For this purpose: Bidders shall download, print and carefully complete the "Menu/Price List" attached at Annexure section of EPADS, in accordance with the instructions provided therein. The "Total Weighted Score" calculated from the completed "Menu/Price List" shall be entered as the "Bid Amount - Unit Price" in the "Bid Quotation" section of EPADS. In case of any difficulty in downloading the "Menu/Price List", bidders may obtain a hard copy of the prescribed "Menu/Price List" from the Procuring Agency during office hours. The duly completed and signed "Menu/Price List" shall be uploaded in the Annexure section of EPADS. Additionally, a hard copy of the duly completed and signed Menu/Price List shall be submitted in a sealed envelope to the Procuring Agency on or before the bid submission closing date and time specified in the bidding documents. The sealed envelope shall be clearly marked with the title of the procurement and the bidder's name. The bidder shall be solely responsible for the accuracy of all quoted rates, calculations, individual weighted scores and the Total Weighted Score. Any material error, omission, miscalculation, or discrepancy in the quoted rates, individual weighted scores, Total Weighted Score or the bid amount entered in e-PADS including any failure to comply with the instructions contained in Annexure, may render the bid liable to rejection. The Procuring Agency reserves the right to verify the reasonableness of quoted rates and to reject any bid that is found to be unbalanced, unrealistic, speculative, or abnormally lower than prevailing market rates for the purpose of securing the contract. Subject to compliance with all eligibility, qualification, and technical requirements, the bidder obtaining the lowest "Total Weighted Score" shall be awarded the Contract. DESIRED STANDARD OF CANTEEN STAFF:

a) All deployed canteen staff must be medically fit, of sound mental health, and capable of performing assigned duties efficiently. b) The age of staff shall be between 18 and 50 years. c) All staff must be able to communicate in Urdu and/or Sindhi. In addition, Supervisors, Managers, and/or Cashiers deployed at the Complex must be able to read and write Urdu and/or Sindhi proficiently. CONTRACT PERIOD: The contract shall be awarded for a period of thirty-six (36) months, effective from the date of commencement of services. The agreement may be extended or renewed thereafter, subject to satisfactory performance and in accordance with the terms and conditions stipulated in the Contract Agreement.

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## Scope of Work

### ABOUT THE PAKISTAN AUDIT & ACCOUNTS COMPLEX (PAAC) KARACHI

Pakistan Audit & Accounts Complex (PAAC), Karachi is the home of several field audit offices of the Department of Auditor General of Pakistan and the Office of the Accountant General Sindh. As the Supreme Audit Institution of the country, the Department of the Auditor General of Pakistan is mandated to add value to national resources by promoting accountability, transparency, and good governance in the management and utilization of public funds. The Accountant General Sindh is responsible for delivering quality financial services to the Government of Sindh by improving financial reporting in accordance with applicable accounting standards. The Office also performs pre-audit functions and authorizes payment of provincial government expenditures, thereby strengthening financial discipline and promoting good governance.

In addition, training, research, and publications serve as key instruments of the Supreme Audit Institution to remain aligned with emerging developments in the profession. The Department of the Auditor General of Pakistan (DAGP) also imparts professional training to officers and officials through the Pakistan Audit & Accounts Academy, Karachi, where public servants are trained in auditing, accounting, and financial management. The Audit & Accounts Complex further houses the Project to Improve Financial Reporting and Auditing (PIFRA), which is engaged in enhancing the accuracy, completeness, reliability, and timeliness of bi-annual and annual government financial reports at the national, provincial, and district levels. The project also aims to align audit practices with international best practices.

### SCOPE OF CANTEEN SERVICES

The Pakistan Audit & Accounts Complex (PAAC), Karachi comprises a three-story building, including a basement, along with an extensive surrounding compound area. The Complex accommodates employees of various Field Audit Offices (FAOs) of the Department of the Auditor General of Pakistan (DAGP), the Office of the Accountant General Sindh, and the Financial Accounting &

Budgeting System (FABS)/PIFRA Project. The current official working hours of the Complex are from 08:30 a.m. to 04:30 p.m. In addition to regular staff, a significant number of visitors attend the Complex on a daily basis.

To meet the catering requirements of employees and visitors, a single canteen facility is available within the Complex. The successful bidder/contractor shall act as the sole authorized caterer for the entire Complex.

The canteen is located in the basement of the building and comprises two dining halls measuring approximately 50 × 20 feet and 20 × 18 feet, respectively. In addition to these dining areas, the facility includes a spacious kitchen. The dining halls are equipped with essential amenities, including two washbasins, three water coolers, and multiple bracket fans to ensure a comfortable dining environment.

With the continuous movement and inflow of staff and visitors within the Complex, the demand for canteen services is expected to increase further. The contractor shall be required to efficiently cater to this growing demand and ensure uninterrupted service delivery.

The canteen contractor shall provide breakfast, lunch, and light refreshments to employees and visitors at reasonable and approved rates. In addition to routine services, the contractor shall also cater for official meetings, seminars, training sessions, and other events within the Complex. For such occasions, the canteen shall serve as the primary and exclusive source of catering services.

The detailed scope of work is provided in the Draft Contract Agreement attached as an Annexure to this Bidding Document and forming an integral part thereof, and is reproduced below.

**SCOPE OF WORK:**

1. All materials used by the Service Provider for preparation of food shall conform to recognized quality standards and shall be sourced from reputable brands/suppliers, ensuring good quality and proper specifications.
2. The quantity and portion size of all food items served by the Service Provider shall strictly comply with the specifications.

3. All essential food commodities including grains, vegetables, meat, fish, poultry, edible oil, salt, spices, milk, tea, etc., shall be procured from reputed suppliers and recognized brands. The Procuring Agency reserves the right to direct the Service Provider to use specific brands or purchase from designated suppliers where required in the interest of quality control.
4. The Inspection Team and/or the Caretaker of the Procuring Agency shall have the right to inspect raw materials at any time. Any substandard, expired, or unapproved material shall be rejected, and the cost of such rejected items shall be borne solely by the Service Provider.
5. The Service Provider shall prepare all food items freshly on a daily basis within the Canteen premises. Pre-cooked or externally prepared meals shall not be permitted, except for bakery items and factory-packed consumables. Only freshly cooked hot meals shall be served, excluding items such as beverages, salads, and raita.
6. Food servings shall be prepared in a balanced manner, and excessive oil or water content shall be strictly discouraged. The use of hydrogenated vegetable oil (banaspati ghee) or any trans-fat containing cooking medium is strictly prohibited.
7. Meat content in all applicable dishes shall be maintained in reasonable proportion. Customers shall have the right to refuse any serving found to be excessively watery, oily, or deficient in meat content.
8. Only porcelain or bone China crockery shall be used. The use of plastic or melamine crockery, glassware, or utensils is strictly prohibited.
9. Only food-grade silverware and food-grade aluminum cooking pots shall be used in the preparation and serving of food.
10. The Service Provider shall ensure that all stock and raw materials are stored in a clean, hygienic, and organized manner. All containers shall be properly sealed and airtight to maintain food safety standards.
11. The Service Provider undertakes that all materials procured shall be used exclusively for the provision of canteen services under this Contract and shall not be diverted for any other purpose.

12. The Service Provider shall ensure a clean, sanitary, hygienic, and healthy environment in and around the kitchen, service counters, dining hall, and surrounding premises at all times.
13. Proper hygiene of crockery and utensils shall be ensured through thorough washing using approved disinfectants and, where necessary, sterilization with boiling water.
14. The Service Provider shall carry out daily cleaning of the canteen premises, including kitchen area, dining hall, floors, counters, furniture, sinks, washbasins, and all related facilities.
15. The Service Provider shall ensure monthly cleaning, maintenance, and disinfection of water coolers and water filtration systems.
16. The Service Provider shall implement adequate health and safety measures to protect users from communicable diseases such as COVID-19, seasonal influenza, dengue, and other infections. This shall include the use of face masks, sanitizers, and approved disinfectants for crockery, utensils, and food preparation areas. The Procuring Agency may direct the adoption of additional hygiene protocols, equipment, or chemicals as deemed necessary.
17. The Inspection Team and/or the Caretaker of the Procuring Agency shall conduct regular inspections to ensure compliance with hygiene and cleanliness standards, including crockery, utensils, furniture, kitchen, and dining areas, using appropriate inspection tools, techniques, and standards.
18. The Service Provider will charge price of items directly from the customers/consumers as per approved rates.
19. The Service Provider will prominently display Daily Menu along with price/rate of each item in the canteen premises. No additional item can be sold by the contractor other than BOQ until and unless approved by the competent authority in writing.
20. The Service Provider will be responsible to establish, maintain and run a Tuck Shop, where availability of branded items such as biscuits, snacks/chips, juices, soft drinks, mineral water bottles, etc. must be ensured in sufficient quantity at retail market prices with permission of Procuring Agency.

## **DEPLOYMENT OF CANTEEN STAFF - MODUS OPERANDI**

1. Prior to commencement of operations under the Contract, the Service Provider shall provide complete particulars of all Canteen Staff proposed to be deployed at the Complex. Such particulars shall include, but not be limited to, age/date of birth, permanent and present address, copy of CNIC, police verification report, and medical/health profile. The Procuring Agency may also require verification of such staff from any other public or private organization, as deemed necessary.
2. During duty hours, all Canteen Staff shall wear proper and complete uniform along with Company-issued identity cards. Staff shall also carry their original CNIC. The Procuring Agency may, where necessary, require the use of gloves, face masks, hairnets, or any other protective equipment to ensure hygiene and public safety.
3. The Service Provider shall ensure that all deployed staff are Pakistani nationals holding valid CNICs. Staff shall preferably be within the age bracket of 18 to 50 years.
4. The Service Provider shall ensure that its staff are not involved in any criminal, terrorist, sectarian, or unlawful political activities. All deployed personnel must be disciplined, law-abiding, and of good moral character.
5. The Procuring Agency reserves the right to require immediate removal of any staff member found involved in criminal activity, misconduct, harassment, or inappropriate behavior towards staff, visitors, or any authorized person within the Complex.
6. In case of any complaint or unsatisfactory conduct, the Service Provider shall be bound to replace the concerned staff immediately, at its own cost and without delay.
7. The Service Provider shall ensure fair and balanced recruitment practices and shall avoid any discriminatory deployment based on caste, ethnicity, region, or sect.
8. All Canteen Staff must be able to communicate in Urdu and/or Sindhi. Supervisors, Managers, and/or Cashiers must be able to read and write Urdu in addition to speaking it.

9. All deployed staff must be medically fit, of sound mind, and free from any contagious, infectious, chronic, or recurring diseases.
10. Canteen Staff shall maintain proper grooming and appearance, including neat dress, trimmed hair, and appropriate personal hygiene. Long hair and unkempt appearance shall not be permitted.
11. The Service Provider shall provide, at its own cost, at least two (02) sets of clean uniforms annually to each staff member deployed at the Complex and shall ensure their proper use during duty hours. Uniforms shall include protective shoes, aprons, gloves, caps, and hairnets where applicable. The Procuring Agency reserves the right to disallow any staff not maintaining proper dress code.
12. Cooking staff shall wear proper white cook uniforms along with chef caps during duty hours.
13. Canteen Staff shall not be permitted to remain within the Complex premises beyond working hours, on weekends, or on public holidays, except where prior written approval is granted by the Procuring Agency due to operational requirements. Unauthorized presence shall not be permitted under any circumstances.
14. The Service Provider shall engage competent, experienced, honest, and trustworthy personnel for deployment at the Complex. Recruitment shall be made solely by the Service Provider, and the Procuring Agency shall have no role in employment decisions. However, employment records including appointment letters, bio-data, and service records shall be made available to the Procuring Agency upon request. All staff shall remain employees of the Service Provider, and no employment relationship shall be established with the Procuring Agency.
15. The Service Provider shall ensure that its staff do not involve the management of the Procuring Agency in their personal, administrative, or financial matters. Salaries and dues of staff shall be paid by the Service Provider on or before the 5th of each month.
16. The Service Provider shall maintain a proper attendance register for all deployed staff at the Complex and shall produce the same for inspection to the Caretaker or any authorized representative of the Procuring Agency, whenever required.

17. Once deployed, Canteen Staff shall not be replaced within a period of three (03) months unless directed by the Procuring Agency or in case of emergency, illness, or unavoidable circumstances, in which case a substitute of equivalent skill and qualifications shall be provided immediately.

## **OPERATIONAL OBLIGATION**

1. The Procuring Agency shall not be responsible for providing accommodation, furniture, crockery, utensils, or transportation facilities to the Canteen Staff. However, the Service Provider may, at its own discretion, purchase used furniture, equipment, utensils, or crockery from the existing canteen operator, subject to private arrangements and without involvement of the Procuring Agency.
2. The Owner/Operations Manager of the Service Provider shall visit the office of the Procuring Agency at least once every month to review and discuss matters relating to food quality, service standards, cleanliness of the canteen and kitchen, condition of utensils and equipment, and discipline/performance of Canteen Staff.
3. The Service Provider shall display the approved price list of food items prominently within the canteen hall as approved by the Procuring Agency. No change in prices shall be made except in exceptional circumstances and only with prior written approval of the Procuring Agency based on proper justification.
4. The Service Provider shall install, at its own cost, insect control equipment such as electronic fly killers/insect repellents, as well as emergency lighting and backup arrangements for gas or fuel supply to ensure uninterrupted operations.
5. The storage, sale, possession, or consumption of drugs, alcoholic beverages, cigarettes, or any other intoxicating substances within the canteen or anywhere in or around the Complex premises is strictly prohibited. Any violation shall result in strict action against the Service Provider in accordance with applicable laws and contractual provisions.

6. The Service Provider shall maintain adequate stock levels of all essential items to avoid any interruption in service due to stock shortages.
7. The Service Provider shall only prepare and sell items listed/quoted or as otherwise approved in writing by the Procuring Agency. No addition, deletion, or substitution of items shall be made without prior written approval of the Procuring Agency.
8. The Procuring Agency shall not be responsible for any loss, theft, damage, or deterioration of stock, materials, or equipment belonging to the Service Provider stored within the premises.
9. The salary structure and emoluments of the Canteen Staff shall be determined in accordance with applicable Government policies, prevailing market rates, and minimum wage rates as notified by the Government of Pakistan from time to time. All such salaries, wages, and emoluments shall be paid by the Service Provider directly to its Canteen Staff at its own cost and responsibility. The Procuring Agency shall bear no liability whatsoever in this regard.
10. Sub-letting or subcontracting of the services in any form is strictly prohibited. However, any change in legal status of the Service Provider, including conversion into a private limited company or partnership structure, may be considered only with prior written consent of the Procuring Agency.
11. The Service Provider shall comply with all applicable laws, including labor laws and regulations, and shall maintain all records, registers, and documentation required under such laws.
12. The Canteen Staff engaged by the Service Provider shall have no claim or right whatsoever for employment, absorption, or regularization in the Procuring Agency under any circumstances. The Service Provider shall be solely responsible for all employment-related obligations and shall indemnify the Procuring Agency against any claims arising from its employees.
13. The Service Provider and its staff shall strictly comply with all fire safety, health, and security regulations of the Procuring Agency and any instructions issued from time to time in this regard.

14. The space provided by the Procuring Agency shall be used exclusively for canteen-related activities, including preparation, storage, and serving of food, and for no other purpose whatsoever.

15. Under no circumstances shall any facilities provided to the Complex staff be extended to Canteen Staff unless specifically authorized in writing by the Procuring Agency.

16. In the event of any criminal incident or investigation within the premises, the Service Provider shall fully cooperate with law enforcement agencies and the Procuring Agency, and shall take appropriate disciplinary action against its staff if found involved.

### **OBLIGATION OF THE SECOND PARTY ON CESSATION/COMPLETION OF CONTRACT**

1. The Service Provider shall remain responsible for all furniture, fixtures, equipment, and other items entrusted to its care during the currency of the contract. Upon completion or earlier termination of the Agreement, the Service Provider shall hand over all such items to the Procuring Agency in good and serviceable condition, subject only to normal wear and tear. The Service Provider shall not remove any such items or equipment from the premises of the Procuring Agency without prior written approval.

2. Upon completion or termination of the contract period, the Service Provider shall ensure immediate removal of all its Canteen Staff from the premises of the Complex. The Service Provider shall be solely responsible for settlement of all dues, wages, benefits, and other legal entitlements of its employees in accordance with applicable labour laws. In case of any dispute arising between the Service Provider and its employees, the Service Provider shall remain fully responsible for resolution of such disputes and shall indemnify the Procuring Agency against any claims, liabilities, or proceedings arising therefrom.

3. Upon cessation or completion of this Agreement, the Service Provider shall vacate the Canteen premises of the Pakistan Audit & Accounts Complex, Karachi, and hand over peaceful and vacant possession of the premises to the Procuring Agency without delay and in good condition.

### **INJURY/ACCIDENT TO CANTEEN STAFF**

1. In the event of any injury, accident, or occupational hazard involving any Canteen Staff, the Service Provider shall comply with all statutory requirements and shall promptly report the incident to the relevant authorities within the prescribed time limits under applicable laws. The Service Provider shall also immediately inform the Procuring Agency of such occurrence.

2. The Service Provider shall remain solely responsible for ensuring that all Canteen Staff are duly covered and indemnified under applicable labour and social security laws, including but not limited to the Workmen's Compensation Act, 1923, SESSI regulations, and any other relevant statutory provisions as may be enforced or amended from time to time. The Procuring Agency shall bear no liability whatsoever in respect of any injury, accident, disability, or death of any Canteen Staff arising during the course of employment under the Contract.

**CONTRACT PERIOD:**

The contract shall be awarded for a period of thirty-six (36) months, effective from the date of commencement of services. The agreement may be extended or renewed thereafter, subject to satisfactory performance and in accordance with the terms and conditions stipulated in the Contract Agreement.

# Price Schedule

## For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

## For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





## General Conditions of Contract

## A. General

### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

## 2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

## 5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

## 6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

# B. **Commencement, Completion, Modification, and Termination of Contract**

## 7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## 9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 11. Entire Agreement

11.1. 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.

## 12. Modification

12.1. 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 modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

## 13. Force Majeure

### 13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 13.3. Extension of Time

Any period within which a Contractor 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.

### 13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 14. Termination

### 14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if 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;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### 14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency 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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

## C. Obligations of the Contractor

### 15. General

#### 15.1. Standard of Performance

15.1.1. The Contractor 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 Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

#### 15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

### 16. Conflict of Interests

#### 16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

## **17. Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## **18. Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the SCC.

## **19. Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

## **20. Liquidated Damages**

### **20.1. Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

### **20.2. Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### 20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

## 21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## 22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## D. Contractor's Personnel

### 23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

### 24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

### 27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

### 28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

### **31. Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **32. Dispute Settlement**

#### **32.1. Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



## Special Conditions of Contract

## SECTION VIII. 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 Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### Number of GC Clause

### Amendments of, and Supplements to, Clauses in the General Conditions of Contract

### Definitions

**The Procuring Agency is:** Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

### The Supplier is:

**The title of the subject procurement is:** PROVISION OF CANTEEN SERVICES AT PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI

### Number of GC Clause 2

### Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

### Number of GC Clause 3

### Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

### Number of GC Clause 4

### Notices:

### The addresses for the notices are:

Procuring Agency:

Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

+92-333-714-7007

auditofficerpremises@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

+92-333-714-7007

auditofficerpremises@gmail.com

**For the Bidder:**

**Name:** .....

**Designation:** .....

**Address:** .....

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be .....

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

#### **Number of GC Clause 20**

#### **Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

#### **Number of GC Clause 21**

#### **Performance Guarantee:**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

#### **Number of GC Clause 27**

#### **Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

#### **Number of GC Clause F**

#### **Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

#### **Number of GC Clause F**

#### **Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

#### **Number of GC Clause F 5 & 6**

#### **Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

## Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P48878**

To: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROVISION OF CANTEEN SERVICES AT PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI (P48878)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

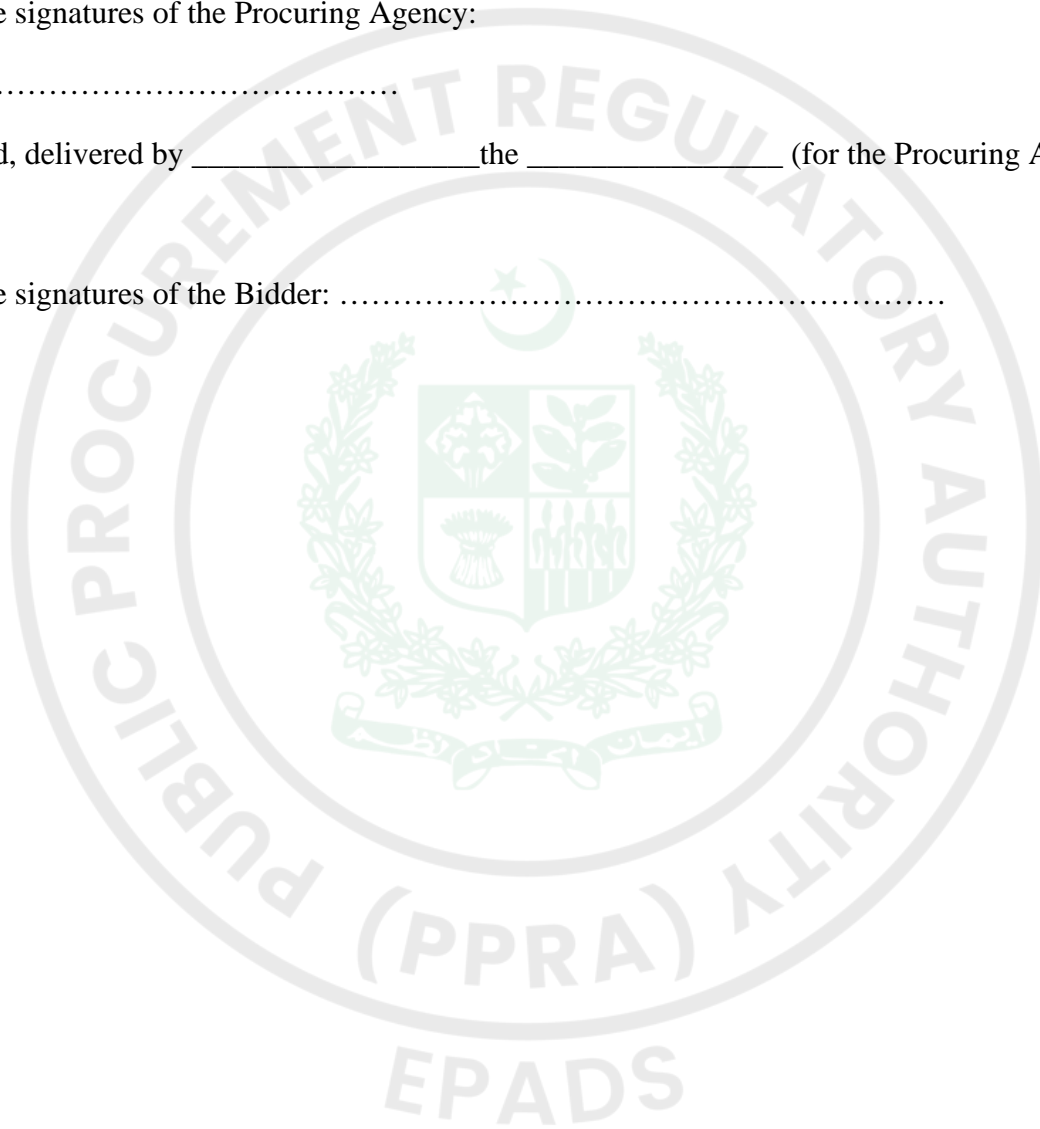
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

**Contract**

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

To: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

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[address]

---

[date]





Annexure

# Contract Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Contract Agreement** (page number: 81)



## Details of Past/Existing Canteen Services Contracts (Experience Profile)

Bidders are required to provide complete and accurate details of their past and/or ongoing canteen service contracts in the format given below. The information must include the name of the client, exact location of the building where services were provided, contact details of the focal person for verification, and the contract period with clear start and end dates. The duration of each contract must be mentioned in months.

Technical Table Inputs (Vendor)

Sr. No.	Name of Client	Address of building where canteen services are were provided	Focal Person Name Contact Number	Contract Period From
<input type="button" value="+ Add Row"/>				

# Menu / Price List for Canteen Services

## Instructions for filling Menu/Price list

Financial evaluation shall be carried out using a weighted scoring methodology. For this purpose:

Bidders are required to download and print the prescribed "Menu/Price List" by clicking "View PDF" below. Bidders must quote a rate against each food item in Column B (QuotePrice/Rate). The quoted rate in Column B shall then be multiplied by the weightage specified in Column C (Weightage) and the resulting figure shall be entered in Column D (Weighted Score) against each respective food item.

After calculating the Weighted Score for each food item, the bidder shall carefully add up all the figures in Column D (Weighted Score) to arrive at the "Total Weighted Score".

The "**Total Weighted Score**" calculated in the Menu/Price List shall be entered by the bidder as the "**Bid Amount - Unit Price**" in the "**Bid Quotation**" section of the EPADS.

**Important Note:** Quoted rates/price against each food item listed in the prescribed Menu/Price List shall represent the maximum prices that may be charged from the employees, officers and visitors of the Pakistan Audit and Accounts Complex (PAAC), Karachi.

In case of any difficulty in downloading the "Menu/Price List", bidders may obtain a hard copy of the prescribed "Menu/Price List" from the Procuring Agency during office hours.

The duly completed and signed "Menu/Price List" shall be uploaded in the Annexure section of EPADS.

Additionally, a hard copy of the duly completed and signed Menu/Price List shall be submitted in a sealed envelope to the Procuring Agency on or before the bid submission closing date and time specified in the bidding documents. The sealed envelope shall be clearly marked with the title of the procurement and the bidder's name.

The bidder shall be solely responsible for the accuracy of all quoted rates, calculations, individual weighted scores and the Total Weighted Score.

Minor arithmetic variations may be considered by the Procuring Agency; however, any material discrepancy between the Total Weighted Score appearing in the Menu/Price list and the amount quoted in the "Bid Quotation" section of EPADS may render the bid liable to rejection.

Where the quoted rate for any food item is substantially lower than the prevailing market rate, the bidder may be required to furnish written justification and supporting evidence to the Procurement Evaluation Committee. The Committee may accept or reject such justification and may seek further clarification, as deemed appropriate.

Any attempt at predatory pricing, dumping, or the submission of abnormally low rates intended to distort fair competition, secure undue advantage, or compromise the quality and sustainability of Canteen Services may result in disqualification of the bidder.

The Procuring Agency reserves the right to verify the reasonableness of quoted rates and to reject any bid that is found to be unbalanced, unrealistic, speculative, or abnormally lower than prevailing market rates for the purpose of securing the contract.

Subject to compliance with all eligibility, qualification, and technical requirements, the bidder obtaining the lowest Total Weighted Score shall be awarded the Contract.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Menu / Price List for Canteen Services** (page number: 96)



## Procurement Forms





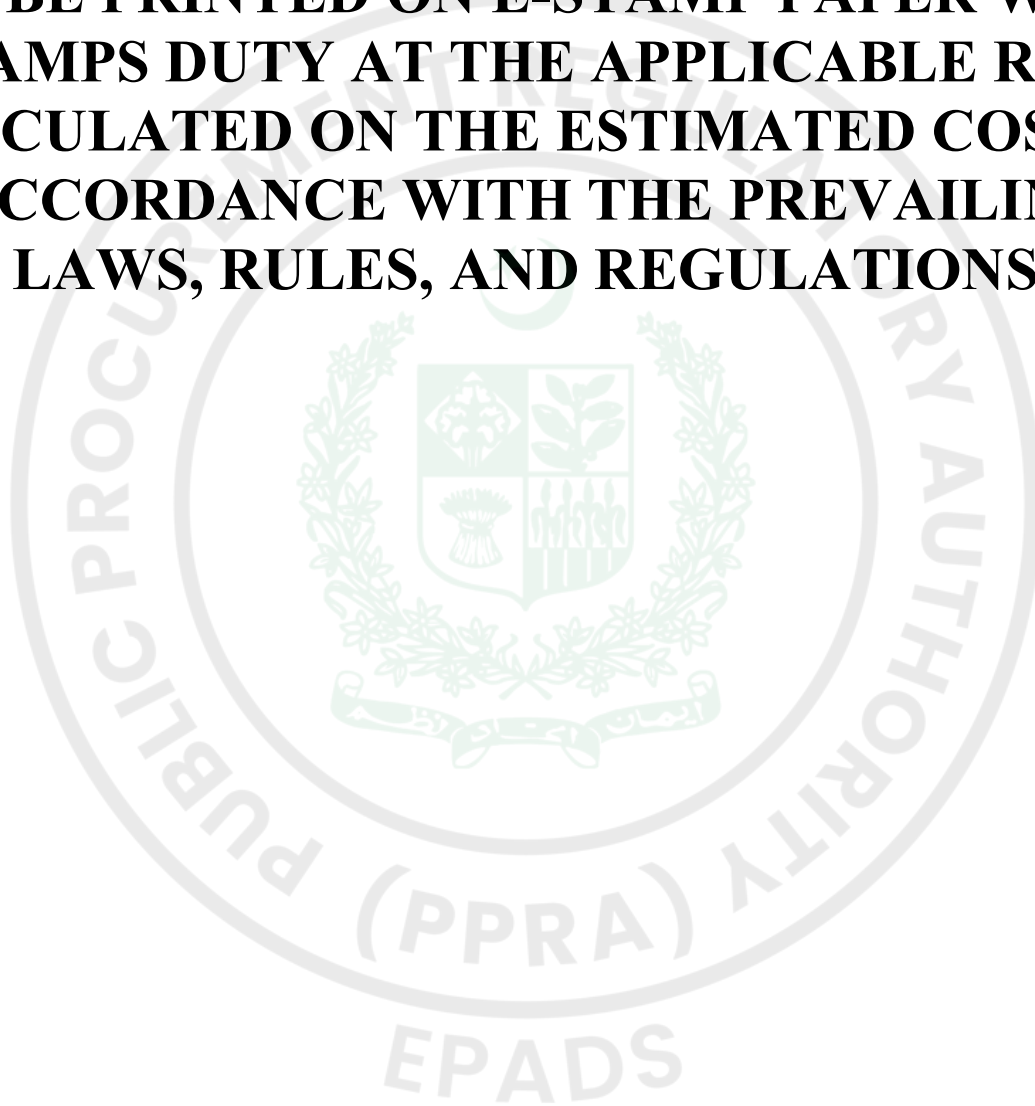


## Additional Forms and Documents

# **CONTRACT AGREEMENT**

## **CANTEEN SERVICES FOR THE PAKISTAN AUDIT & ACCOUNTS COMPLEX KARACHI**

**TO BE PRINTED ON E-STAMP PAPER WITH  
STAMPS DUTY AT THE APPLICABLE RATE  
CALCULATED ON THE ESTIMATED COST, IN  
ACCORDANCE WITH THE PREVAILING  
LAWS, RULES, AND REGULATIONS.**



## CANTEEN CONTRACT AGREEMENT FOR THE PERIOD OF THREE YEAR

This Agreement is made and entered into at Karachi on this \_\_\_day of \_\_\_\_\_, between the office of the Director General Audit Sindh, Karachi, acting through its authorized representative, Mr. \_\_\_\_\_ (General Premises), a Field Audit Office of the Department of the Auditor General of Pakistan, Islamabad, having its registered office at 1st Floor, Pakistan Audit & Accounts Complex, near NIPA Chowrangi, Main University Road, Karachi (hereinafter referred to as the “First Party”, which expression shall, where the context so requires, mean and include its successors, assigns, or any person/office/body duly authorized by the Department of the Auditor General of Pakistan, Islamabad for the management and operation of the Pakistan Audit & Accounts Complex, Karachi, hereinafter referred to as the “Complex”),

**AND**

M/s \_\_\_\_\_, through its Managing Director/Chief Executive Officer, having its office at \_\_\_\_\_, (hereinafter referred to as the “Second Party”, which expression shall mean and include its partners, successors, legal heirs, executors, and administrators).

The First Party and the Second Party shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

- i. This form of Contract;
- ii. the Form of Bids and the Price Schedule submitted by the Bidder;
- iii. the Schedule of Requirements;
- iv. the Technical Specifications;
- v. the Special Conditions of Contract;
- vi. the General Conditions of the Contract;
- vii. the Procuring Agency’s Letter of Acceptance; and
- viii. [add here: any other documents]

**WHEREAS**, the First Party is desirous of engaging an independent Canteen Caterer for providing canteen services at the Pakistan Audit & Accounts Complex (PAAC), Karachi, for the purpose of ensuring quality services at reasonable prices, reflecting the principle of “best value for money”;

**WHEREAS**, in pursuit of obtaining canteen services under the most advantageous terms and conditions, and in compliance with the Public Procurement Regulatory Authority (PPRA) Rules, 2004, PPRA Regulations, 2008, and applicable PPRA Guidelines, the Office of the Director General Audit Sindh, Karachi conducted an open competitive bidding process process through e-Pak Acquisition and Disposal System (ePADS) on \_\_\_\_\_, under the “Single Stage One Envelope” procedure prescribed under Rule 36(a) of the PPRA Rules, 2004;

**WHEREAS**, the bidding process was initiated through advertisement published on the PPRA website on \_\_\_\_\_, as well as in three widely circulated daily newspapers on the same date, and upon completion of the process, the Second Party was found to have submitted the most responsive and advantageous bid, ranking first in accordance with the evaluation criteria set forth in the Tender Documents;

**WHEREAS**, the duly authorized Procurement Evaluation Committee accepted the bid of the Second Party as the most advantageous offer, ensuring best value for money;

**WHEREAS**, the Tender Documents shall form an integral part of this Agreement. However, in case of any inconsistency or repugnancy between the Tender Documents and this Contract Agreement, the provisions of this Agreement shall prevail to the extent of such inconsistency;

**WHEREAS**, the original Contract Agreement shall remain in the custody of the First Party, to which the Second Party has no objection;

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants contained herein, the parties hereby enter into this Contract for Canteen Services at the Complex for a period of three (03) years, under the terms and conditions set forth hereinafter, which shall be binding upon both parties in letter and spirit.

## I. GENERAL

### 1. DEFINITIONS

- a) **First Party:** Unless the context provides otherwise, the term “First Party” means the Office of the Director General Audit Sindh, located at 1st Floor, Audit & Accounts Complex, near NIPA Chowrangi, University Road, Karachi. It shall include the Director General Audit Sindh, Karachi, in his/her official capacity, as well as his/her assigns and successors, and any Government office/official authorized by the Department of the Auditor General of Pakistan, Islamabad to manage the affairs of the Pakistan Audit & Accounts Complex, Karachi.
- b) **Second Party:** Unless the context provides otherwise, the term “Second Party” refers to the Canteen company/firm/corporation to whom the contract for provision of canteen services at the Pakistan Audit & Accounts Complex, Karachi has been awarded through a competitive bidding process conducted through ePADS, in accordance with the Public Procurement Rules, 2004.
- c) **Complex:** Unless the context provides otherwise, the term “Complex” means the Pakistan Audit & Accounts Complex, Karachi, situated on University Road near NIPA Chowrangi. It includes the building(s) within its premises as well as all open areas falling within its boundaries.
- d) **Tenderer/Bidder:** Unless the context provides otherwise, the term “Tenderer/Bidder” refers to any canteen company/firm/ that participates or intends to participate in the bidding process conducted through ePADS for award of the contract for provision of canteen services for the Complex.
- a) **Canteen Staff:** Unless the context provides otherwise, the term “Canteen Staff” includes all male and female employees engaged by the Second Party, including but not limited to waiters, cooks, cashiers, supervisors, and managers deployed at the Complex.
- e) **Caretaker:** Unless the context otherwise requires, the term “Caretaker” shall mean a person responsible for the supervision and maintenance and shall include the Caretaker of the First Party as well as any caretaker(s) of other offices located within the premises of the Complex, as may be designated or directed by the First Party from time to time.
- f) **Inspection Team:** Unless the context provides otherwise, the term “Inspection Team” refers to any

officer(s), official(s), committee, or body, by whatever name called, appointed or authorized by the First Party for monitoring and evaluating the quality of services in accordance with the criteria, terms, and conditions laid down in this Agreement and the Tender Documents.

- g) **Complex Staff:** Unless the context provides otherwise, the term “Complex Staff” refers to all officers, employees, and consultants working in any office located within the Complex, whether on permanent, temporary, or contractual basis.
- h) **DDO:** Unless the context provides otherwise, the abbreviation “DDO” means the Drawing and Disbursing Officer of the First Party, or any officer/official authorized to act on his/her behalf.

## 2. DURATION OF CONTRACT

This Agreement shall come into effect from \_\_\_\_\_ and shall remain valid for a period of thirty-six (36) months, ending on \_\_\_\_\_. The Agreement may be renewed or extended thereafter for such further period as may be deemed appropriate by the First Party, subject to mutual consent of both parties and in accordance with the applicable provisions of the Public Procurement Regulatory Authority (PPRA) Rules, on the same or such other mutually agreed terms, conditions, and rates as may be incorporated through a written agreement/addendum to the Contract Agreement.

## 3. TERMINATION OF CONTRACT

- a) This Agreement shall automatically stand terminated upon successful completion of the contract period, unless it is extended or renewed by the First Party.
- b) In the event that the Second Party commits any serious or persistent breach of any terms and conditions of this Agreement and/or the Tender Documents, or renders unsatisfactory performance despite issuance of notice, the First Party shall have the right, without prejudice to any other rights available under this Agreement or applicable law, to terminate this Agreement forthwith without any further notice and without assigning any reason. In such case, the First Party shall also be entitled to forfeit the Performance Security and any other amounts payable to the Second Party.
- c) The First Party may also terminate this Agreement immediately upon the occurrence of any event which, in the sole and exclusive opinion of the First Party, necessitates such termination in the public interest or for administrative reasons.
- d) Either Party may terminate this Agreement by giving one (01) month’s prior written notice to the other Party, without assigning any reason during the subsistence of this Agreement.

## 4. AMENDMENT IN CONTRACT

No amendment, modification, or alteration to this Agreement shall be made except in extraordinary circumstances involving matters not covered under this Agreement. Any such amendment shall be made in writing and shall be duly signed by authorized representatives of both Parties. No verbal amendment shall be valid or binding under any circumstances.

## 5. COMMUNICATION & LANGUAGE

All documents, notices, certificates, letters, acknowledgements, and other communications under this Agreement shall be made in writing and may be prepared in English, Urdu, and/or Sindhi language. Such communications shall be deemed duly delivered to the other Party when dispatched through registered post or reputable courier service to the addresses of the Parties specified below, or to such other address as either Party may, from time to time, notify in writing to the other Party.

## II. FINANCIAL MATTERS

### 6. RATES OF ITEM & SERVICE CHARGES

- a) The rates/charges for each food item quoted by the Second Party and approved by the First Party shall remain firm and fixed during the first contract year. Thereafter, an annual escalation of up to fifteen percent (15%) may be considered, subject to the satisfactory performance of the Second Party and prevailing economic conditions. Any such escalation shall be assessed on the basis of changes in the Consumer Price Index (CPI) published by the Pakistan Bureau of Statistics and/or other relevant inflation indicators issued by the State Bank of Pakistan or any other recognized national or international financial institution. Any increase in rates shall be subject to the prior written approval of the First Party and shall not exceed the maximum limit of fifteen percent (15%) in any contract year.
- b) The Second Party and its staff shall not demand or receive any amount, remuneration, or consideration other than the approved rates of food items. No additional charges shall be levied on any account, including but not limited to personal errands, special services, or expedited service. Furthermore, no canteen staff shall demand tips or gratuities as a matter of right. Any violation of this clause shall result in strict disciplinary action, including replacement of concerned staff by the Second Party at its own cost, upon direction of the First Party. Failure to comply shall constitute a material breach of contract.
- c) Sub-letting, subcontracting, or assignment of the services in any form, whether in whole or in part, is strictly prohibited.

### 7. PERFORMANCE SECURITY

- a) The Second Party shall furnish a Performance Security equivalent to 10% of the notional estimated cost in favour of the First Party (DDO, Director General Audit Sindh, Karachi; Account No. 2665-6, National Bank of Pakistan, University Branch 1081, Gulshan-e-Iqbal, Karachi) within seven (07) days of acceptance of letter of intent/letter of acceptance of bid. For the purpose of performance security calculation, the notional estimated cost is Rs. 2,400,000/-.
- b) Failure to furnish the Performance Security within the stipulated time shall render the contract voidable at the option of the First Party and the Bid Security (Earnest Money) submitted shall be liable to forfeiture. The Performance Security shall, however, be returned upon successful completion of the contract or earlier termination thereof subject to satisfactory performance and clearance of all dues and liabilities, in accordance with the Contract Agreement
- c) The Bid Security (Earnest Money) equivalent to 5% of the notional estimated cost, furnished by the Second Party at the time of bidding in the form of Pay Order, Banker's Cheque, Call Deposit Receipt (CDR) or Demand Draft, shall be returned upon submission of the Performance Security subject to submission of a written request by the Second Party to the DDO of the First Party.

### 8. PAYMENT OF ITEM(S) OF FOOD SOLD / SERVED IN THE CANTEEN

- a) All food items shall be served and sold in the Canteen strictly at the rates quoted by the Second Party and approved by the First Party. No increase, variation, or deviation from the approved rates shall be permissible except as provided under Clause 6(a) and subject to the prior written approval of the First Party.
- b) The Second Party shall provide half portion servings of food items upon request by customers at

60% of the approved/quoted rates.

- c) The Second Party shall also provide specially prepared food for sick or diet-restricted individuals (such as unsweetened tea, low-fat or low-spice meals, boiled vegetables, etc.) on request. Such items shall be charged at reasonable rates; however, in no case shall the charges exceed 20% above the approved/quoted rates.
- d) The Second Party shall establish and maintain an efficient system for prompt cash collection against all food items served/sold in the Canteen.
- e) The Second Party reserves the right to refuse service in cases of non-payment by customers.
- f) No credit facility shall be extended to any customer under any circumstances. The First Party shall not be responsible for any loss incurred by the Second Party due to non-payment by customers.
- g) All applicable taxes, duties, and levies, as imposed by the Government from time to time, shall be borne and paid by the Second Party.

## 9. PAYMENT OF TAXES

The Second Party shall be solely responsible for the payment of all applicable taxes, duties, levies, cesses and other statutory charges, including but not limited to income tax, sales tax, statutory obligations, imposed under any existing or future laws, rules, regulations, orders, or notifications issued by the Federal Government, Provincial Government, or any local authority in relation to the services provided under this Agreement. The First Party shall bear no liability whatsoever for payment of such taxes, duties, or charges, whether existing at present or arising in the future.

## 10. MONTHLY CANTEEN UTILITY CHARGES

- a) The Second Party shall be responsible for payment of electricity charges based on actual consumption recorded through sub-meters installed at the Canteen premises. Such charges shall be paid to the First Party on a monthly basis against a challan issued by the First Party, in accordance with the meter readings and applicable tariff rates.
- b) Gas charges shall be borne solely by the Second Party and shall be payable directly to the relevant utility provider (Sui Southern Gas Company – SSGC), based on actual consumption as per issued bills.

## III. OPERATIONAL TERMS & CONDITIONS

### 11. DETAILS OF CANTEEN STAFF REQUIRED

Sr. No	Type of Staff	No. of Staff	Age Range	Desired Standard
1.	Male Canteen Staff	1 for every 6 tables	18 to 60	Must be medically fit and of sound mind. Minimum 3 years' relevant experience in canteen or hospitality services.
2.	Male Canteen staffs for service points/requests	1 for every 6 service points/requests	18 to 60	Must be medically fit and of sound mind. Minimum 3 years' relevant experience in service points/requests or hospitality operations.

Sr. No	Type of Staff	No. of Staff	Age Range	Desired Standard
3.	Cashier	1	18 to 60	Must be medically fit and of sound mind. Must be able to speak, read, and write Urdu language.

## 12. DESIRED STANDARD OF CANTEEN STAFF:

- a) All deployed canteen staff must be medically fit, of sound mental health, and capable of performing assigned duties efficiently.
- b) The age of staff shall be between 18 and 60 years.
- c) All staff must be able to communicate in Urdu and/or Sindhi. In addition, Supervisors, Managers, and/or Cashiers deployed at the Complex must be able to read and write Urdu and/or Sindhi proficiently.

## 13. SCOPE OF WORK:

- a) All materials used by the Second Party for preparation of food shall conform to recognized quality standards and shall be sourced from reputable brands/suppliers, ensuring good quality and proper specifications.
- b) The quantity and portion size of all food items served by the Second Party shall strictly comply with the specifications.
- c) All essential food commodities including grains, vegetables, meat, fish, poultry, edible oil, salt, spices, milk, tea, etc., shall be procured from reputed suppliers and recognized brands. The First Party reserves the right to direct the Second Party to use specific brands or purchase from designated suppliers where required in the interest of quality control.
- d) The Inspection Team shall have the right to inspect raw materials at any time. Any substandard, expired, or unapproved material shall be rejected, and the cost of such rejected items shall be borne solely by the Second Party.
- e) The Second Party shall prepare all food items freshly on a daily basis within the Canteen premises. Pre-cooked or externally prepared meals shall not be permitted, except for bakery items and factory-packed consumables. Only freshly cooked hot meals shall be served, excluding items such as beverages, salads, and raita.
- f) Food servings shall be prepared in a balanced manner, and excessive oil or water content shall be strictly discouraged. The use of hydrogenated vegetable oil (banaspati ghee) or any trans-fat containing cooking medium is strictly prohibited.
- g) Meat content in all applicable dishes shall be maintained in reasonable proportion. Customers shall have the right to refuse any serving found to be excessively watery, oily, or deficient in meat content.
- h) Only porcelain or bone China crockery shall be used. The use of plastic or melamine crockery, glassware, or utensils is strictly prohibited.
- i) Only food-grade silverware and food-grade aluminum cooking pots shall be used in the preparation and serving of food.
- j) The Second Party shall ensure that all stock and raw materials are stored in a clean, hygienic, and organized manner. All containers shall be properly sealed and airtight to maintain food safety standards.
- k) The Second Party undertakes that all materials procured shall be used exclusively for the provision of canteen services under this Contract and shall not be diverted for any other purpose.

- l) The Second Party shall ensure a clean, sanitary, hygienic, and healthy environment in and around the kitchen, service counters, dining hall, and surrounding premises at all times.
- m) Proper hygiene of crockery and utensils shall be ensured through thorough washing using approved disinfectants and, where necessary, sterilization with boiling water.
- n) The Second Party shall carry out daily cleaning of the canteen premises, including kitchen area, dining hall, floors, counters, furniture, sinks, washbasins, and all related facilities.
- o) The Second Party shall ensure monthly cleaning, maintenance, and disinfection of water coolers and water filtration systems.
- p) The Second Party shall implement adequate health and safety measures to protect users from communicable diseases such as COVID-19, seasonal influenza, dengue, and other infections. This shall include the use of face masks, sanitizers, and approved disinfectants for crockery, utensils, and food preparation areas. The First Party may direct the adoption of additional hygiene protocols, equipment, or chemicals as deemed necessary.
- q) The Inspection Team of the First Party shall conduct regular inspections to ensure compliance with hygiene and cleanliness standards, including crockery, utensils, furniture, kitchen, and dining areas, using appropriate inspection tools, techniques, and standards.
- r) The Canteen Contractor will charge price of items directly from the customers/consumers as per approved rates.
- s) The Canteen Contractor will prominently display Daily Menu along with price/rate of each item in the canteen premises. No additional item can be sold by the contractor other than BOQ until and unless approved by the competent authority in writing.
- t) The contractor will be responsible to establish, maintain and run a Tuck Shop, where availability of branded items such as biscuits, snacks/chips, juices, soft drinks, mineral water bottles, etc. must be ensured in sufficient quantity at retail market prices with permission of first party.

#### **14. DEPLOYMENT OF CANTEEN STAFF – MODUS OPERANDI**

- a) Prior to commencement of operations under the Contract, the Second Party shall provide complete particulars of all Canteen Staff proposed to be deployed at the Complex. Such particulars shall include, but not be limited to, age/date of birth, permanent and present address, copy of CNIC, police verification report, and medical/health profile. The First Party may also require verification of such staff from any other public or private organization, as deemed necessary.
- b) During duty hours, all Canteen Staff shall wear proper and complete uniform along with Company-issued identity cards. Staff shall also carry their original CNIC. The First Party may, where necessary, require the use of gloves, face masks, hairnets, or any other protective equipment to ensure hygiene and public safety.
- c) The Second Party shall ensure that all deployed staff are Pakistani nationals holding valid CNICs. Staff shall preferably be within the age bracket of 18 to 60 years.
- d) The Second Party shall ensure that its staff are not involved in any criminal, terrorist, sectarian, or unlawful political activities. All deployed personnel must be disciplined, law-abiding, and of good moral character.
- e) The First Party reserves the right to require immediate removal of any staff member found involved in criminal activity, misconduct, harassment, or inappropriate behavior towards staff, visitors, or any authorized person within the Complex.
- f) In case of any complaint or unsatisfactory conduct, the Second Party shall be bound to replace the

- concerned staff immediately, at its own cost and without delay.
- g) The Second Party shall ensure fair and balanced recruitment practices and shall avoid any discriminatory deployment based on caste, ethnicity, region, or sect.
  - h) All Canteen Staff must be able to communicate in Urdu and/or Sindhi. Supervisors, Managers, and/or Cashiers must be able to read and write Urdu in addition to speaking it.
  - i) All deployed staff must be medically fit, of sound mind, and free from any contagious, infectious, chronic, or recurring diseases.
  - j) Canteen Staff shall maintain proper grooming and appearance, including neat dress, trimmed hair, and appropriate personal hygiene. Long hair and unkempt appearance shall not be permitted.
  - k) The Second Party shall provide, at its own cost, at least two (02) sets of clean uniforms annually to each staff member deployed at the Complex and shall ensure their proper use during duty hours. Uniforms shall include protective shoes, aprons, gloves, caps, and hairnets where applicable. The First Party reserves the right to disallow any staff not maintaining proper dress code.
  - l) Cooking staff shall wear proper white cook uniforms along with chef caps during duty hours.
  - m) Canteen Staff shall not be permitted to remain within the Complex premises beyond working hours, on weekends, or on public holidays, except where prior written approval is granted by the First Party due to operational requirements. Unauthorized presence shall not be permitted under any circumstances.
  - n) The Second Party shall engage competent, experienced, honest, and trustworthy personnel for deployment at the Complex. Recruitment shall be made solely by the Second Party, and the First Party shall have no role in employment decisions. However, employment records including appointment letters, bio-data, and service records shall be made available to the First Party upon request. All staff shall remain employees of the Second Party, and no employment relationship shall be established with the First Party.
  - o) The Second Party shall ensure that its staff do not involve the management of the First Party in their personal, administrative, or financial matters. Salaries and dues of staff shall be paid by the Second Party on or before the 5th of each month.
  - p) The Second Party shall maintain a proper attendance register for all deployed staff at the Complex and shall produce the same for inspection to the Caretaker or any authorized representative of the First Party, whenever required.
  - q) Once deployed, Canteen Staff shall not be replaced within a period of three (03) months unless directed by the First Party or in case of emergency, illness, or unavoidable circumstances, in which case a substitute of equivalent skill and qualifications shall be provided immediately.

## **15. OPERATIONAL OBLIGATION**

- a) The First Party shall not be responsible for providing accommodation, furniture, crockery, utensils, or transportation facilities to the Canteen Staff. However, the Second Party may, at its own discretion, purchase used furniture, equipment, utensils, or crockery from the existing canteen operator, subject to private arrangements and without involvement of the First Party.
- b) The Owner/Operations Manager of the Second Party shall visit the office of the First Party at least once every month to review and discuss matters relating to food quality, service standards, cleanliness of the canteen and kitchen, condition of utensils and equipment, and discipline/performance of Canteen Staff.
- c) The Second Party shall display the approved price list of food items prominently within the canteen hall as approved by the First Party. No change in prices shall be made except in exceptional circumstances and only with prior written approval of the First Party based on proper justification.
- d) The Second Party shall install, at its own cost, insect control equipment such as electronic fly

- killers/insect repellents, as well as emergency lighting and backup arrangements for gas or fuel supply to ensure uninterrupted operations.
- e) The storage, sale, possession, or consumption of drugs, alcoholic beverages, cigarettes, or any other intoxicating substances within the canteen or anywhere in or around the Complex premises is strictly prohibited. Any violation shall result in strict action against the Second Party in accordance with applicable laws and contractual provisions.
  - f) The Second Party shall maintain adequate stock levels of all essential items to avoid any interruption in service due to stock shortages.
  - g) The Second Party shall only prepare and sell items as approved. No addition, deletion, or substitution of items shall be made without prior written approval of the First Party.
  - h) The First Party shall not be responsible for any loss, theft, damage, or deterioration of stock, materials, or equipment belonging to the Second Party stored within the premises.
  - i) The salary structure and emoluments of the Canteen Staff shall be determined in accordance with applicable Government policies, prevailing market rates, and minimum wage rates as notified by the Government of Pakistan from time to time. All such salaries, wages, and emoluments shall be paid by the Second Party directly to its Canteen Staff at its own cost and responsibility. The First Party shall bear no liability whatsoever in this regard.
  - j) Sub-letting or subcontracting of the services in any form is strictly prohibited. However, any change in legal status of the Second Party, including conversion into a private limited company or partnership structure, may be considered only with prior written consent of the First Party.
  - k) The Second Party shall comply with all applicable laws, including labor laws and regulations, and shall maintain all records, registers, and documentation required under such laws.
  - l) The Canteen Staff engaged by the Second Party shall have no claim or right whatsoever for employment, absorption, or regularization in the First Party under any circumstances. The Second Party shall be solely responsible for all employment-related obligations and shall indemnify the First Party against any claims arising from its employees.
  - m) The Second Party and its staff shall strictly comply with all fire safety, health, and security regulations of the First Party and any instructions issued from time to time in this regard.
  - n) The space provided by the First Party shall be used exclusively for canteen-related activities, including preparation, storage, and serving of food, and for no other purpose whatsoever.
  - o) Under no circumstances shall any facilities provided to the Complex staff be extended to Canteen Staff unless specifically authorized in writing by the First Party.
  - p) In the event of any criminal incident or investigation within the premises, the Second Party shall fully cooperate with law enforcement agencies and the First Party, and shall take appropriate disciplinary action against its staff if found involved.

## **16. OBLIGATION OF THE SECOND PARTY ON CESSATION/COMPLETION OF CONTRACT**

- a) The Second Party shall remain responsible for all furniture, fixtures, equipment, and other items entrusted to its care during the currency of the contract. Upon completion or earlier termination of the Agreement, the Second Party shall hand over all such items to the First Party in good and serviceable condition, subject only to normal wear and tear. The Second Party shall not remove any such items or equipment from the premises of the First Party without prior written approval.
- b) Upon completion or termination of the contract period, the Second Party shall ensure immediate removal of all its Canteen Staff from the premises of the Complex. The Second Party shall be solely responsible for settlement of all dues, wages, benefits, and other legal entitlements of its employees in accordance with applicable labour laws. In case of any dispute arising between the Second Party

- and its employees, the Second Party shall remain fully responsible for resolution of such disputes and shall indemnify the First Party against any claims, liabilities, or proceedings arising therefrom.
- c) Upon cessation or completion of this Agreement, the Second Party shall vacate the Canteen premises of the Pakistan Audit & Accounts Complex, Karachi, and hand over peaceful and vacant possession of the premises to the First Party without delay and in good condition.

#### 17. INJURY/ACCIDENT TO CANTEEN STAFF

- a. In the event of any injury, accident, or occupational hazard involving any Canteen Staff, the Second Party shall comply with all statutory requirements and shall promptly report the incident to the relevant authorities within the prescribed time limits under applicable laws. The Second Party shall also immediately inform the First Party of such occurrence.
- b. The Second Party shall remain solely responsible for ensuring that all Canteen Staff are duly covered and indemnified under applicable labour and social security laws, including but not limited to the Workmen's Compensation Act, 1923, SESSI regulations, and any other relevant statutory provisions as may be enforced or amended from time to time. The First Party shall bear no liability whatsoever in respect of any injury, accident, disability, or death of any Canteen Staff arising during the course of employment under the Contract.

### IV. BREACH OF CONTRACT

#### 18. MALPRACTICES

The following acts, omissions, practices, or conduct, whether intentional or otherwise, shall constitute malpractices on the part of the Second Party and shall be deemed a breach of Contract. Upon occurrence of any such malpractice, the Contract shall be voidable at the option of the First Party, without prejudice to any other rights or remedies available under law or this Agreement.

- a) **Poor quality of food:** Supplying, serving, or selling any food item that does not meet the required standards of quality, hygiene, or safety, or which may reasonably be considered harmful or injurious to human health. This includes, but is not limited to, the use of substandard or adulterated raw materials, improper storage conditions, unclean or unhygienic crockery and utensils, and serving of undercooked or overcooked food. The Inspection Team and/or the Caretaker of the First Party shall have the right to reject any such food items at the cost and risk of the Second Party.
- b) **Undersized Servings:** Supplying, serving, or selling food items in quantities less than those specified.
- c) **Over billing:** Charging prices higher than those approved without prior written approval of the First Party.
- d) **Unhygienic Atmosphere:** Failure to maintain proper sanitation and hygiene in and around the kitchen, service counter, dining hall, and surrounding areas. This includes failure to clean or maintain kitchen areas, floors, counters, furniture, sinks, water coolers, filters, crockery, utensils, and related equipment in accordance with the standards prescribed under this Agreement, including Articles 12 to 14.
- e) **Poor Service:** Delay in serving food beyond reasonable or normal serving times, failure to attend customers properly, particularly during peak hours, or failure to deploy adequate staff as per prescribed staffing ratios (i.e., at least one waiter per five tables during peak hours).
- f) **Poor Discipline of Canteen Staff:** Any violation of the terms, conditions, obligations, or

operational standards set out in Articles 12 to 14, including misconduct, indiscipline, or unprofessional behavior of Canteen Staff.

- g) **Repeated Violation:** Repeated non-compliance or violation of any provision of this Agreement despite issuance of written notices by the First Party shall constitute a material breach of contract. In such cases, the First Party shall have the right to terminate the Contract and forfeit the Performance Security and any other dues payable to the Second Party.
- h) **Delay in Discharge of Duties:** Any unjustified delay, omission, or failure in performance of duties, whether in whole or in part, as required under this Agreement, resulting in inconvenience, disruption, or loss to the Complex or its staff. Repeated occurrence of such delays or non-performance shall constitute a material breach of contract.

## 19. PENALTY

Notwithstanding anything contained in this Agreement, the Tender Documents, or applicable rules, regulations, or instructions, the following penalties may be imposed for any violation of the terms and conditions of this Contract by the Second Party.

- a) The Inspection Team, as defined herein, and/or the Caretaker of the First Party shall have unrestricted access to the Canteen premises at all times for the purpose of inspecting hygiene, cleanliness, and overall service standards, including kitchen areas, dining halls, crockery, utensils, equipment, and other related facilities. The First Party, through its Inspection Team and/or the Caretaker, shall also have the right to inspect the quality of raw materials, prepared food, and items served or sold in the Canteen, as well as observe the dress code, appearance, and discipline of Canteen Staff.
- b) In the event that any deficiency, non-compliance, poor quality of food, overcharging, unhygienic conditions, non-availability of approved food items, misconduct of staff, or any violation of the provisions of this Contract or the Tender Documents is identified during an inspection or otherwise brought to the notice of the First Party, the Second Party shall immediately rectify the same. Without prejudice to any other remedy available under this Contract, each such instance of non-compliance shall attract a penalty equivalent to 0.05% of the notional estimated cost. Repeated violations may result in termination of the Contract without prior notice at the sole discretion of the First Party.
- c) In the event of failure by the Second Party to provide, prepare, serve, or supply food items within a reasonable time, thereby causing inconvenience, disruption, or wastage of official time for employees, officers, or visitors, the First Party shall be entitled to impose a penalty equivalent to 0.05% of the notional estimated cost for each such occurrence.

## V. MISCELLANEOUS

### 20. FORCE MAJEURE

- a) For the purposes of this Agreement, “Force Majeure” shall mean any event or circumstance beyond the reasonable control of the Second Party, including but not limited to war (declared or undeclared), enemy action, hostilities, acts of God, natural disasters, epidemics, governmental restrictions, or any other unforeseen events, which render the performance of contractual obligations impossible or substantially impracticable.
- b) In the event of Force Majeure, the performance of contractual obligations shall be suspended for the duration of such event, provided that the Second Party has taken all reasonable precautions, due care, and alternative measures to continue performance, where feasible.

- c) The Second Party shall immediately notify the First Party in writing of the occurrence of any Force Majeure event, providing full particulars, supporting evidence, and the expected duration of the disruption. Failure to promptly notify may affect entitlement to relief under this clause.
- d) The time for performance of contractual obligations shall be extended for a period equal to the duration of the Force Majeure event during which performance is prevented.
- e) If the Force Majeure event continues for an extended period, as determined by the First Party, and renders continuation of the contract impracticable, the First Party shall have the right to terminate the Agreement upon written notice to the Second Party, without prejudice to rights accrued prior to such termination.

## **21. ARBITRATION**

- a) In the event of any dispute, difference, or question arising at any time between the Parties hereto, or any person claiming under them, in respect of this Agreement or its subject matter, the same shall be referred to arbitration in accordance with the Arbitration Act, 1940.
- b) The arbitration proceedings shall be conducted by an arbitrator mutually agreed upon by both Parties. In the event the Parties fail to agree on the appointment of an arbitrator, the same shall be appointed in accordance with the provisions of the Arbitration Act, 1940.
- c) In case any party initiates legal proceedings, such proceedings shall be subject to the exclusive jurisdiction of the competent courts at Karachi, including the Courts at Karachi East and/or the Hon'ble High Court of Sindh, Karachi, as the case may be.

## **22. INDEMNIFICATION BY THE SECOND PARTY**

- a) The Second Party shall be solely responsible and liable for all acts, deeds, omissions, misconduct, and conduct of its employees, servants, agents, supervisors, and other staff, whether deployed at the premises of the First Party or otherwise. The Second Party hereby agrees to fully indemnify and keep indemnified the First Party against any loss, damage, liability, claim, or consequence arising out of or in connection with the acts or omissions of such personnel.
- b) The First Party shall have the right to recover, adjust, or forfeit any amount from the Performance Security against any liability, loss, damage, or claim arising under this Agreement. Any remaining balance, if applicable, shall be returned to the Second Party upon completion or termination of the Agreement, subject to settlement of all outstanding obligations.
- c) In the event of any theft, loss, or damage to property arising during the course of provision of Canteen Services, the Second Party shall be fully responsible and shall compensate the First Party for the actual cost of such loss, theft, or damage as determined by the First Party or its authorized representative.
- d) The Second Party shall, at its own cost, obtain and maintain during the currency of this Agreement appropriate public liability insurance covering its Canteen Staff against death, injury, or disability occurring during duty hours, in accordance with applicable labour laws and any other relevant statutory requirements as amended from time to time.
- e) The Second Party shall also maintain adequate public liability insurance to cover any injury to persons or damage to property arising from negligence, misconduct, or wrongful acts of its Canteen Staff during the course of service provision, in accordance with applicable laws.
- f) The Second Party shall further maintain insurance coverage, to the extent commercially available, against losses arising from theft, extortion, robbery, or similar incidents, as well as losses resulting from mishandling or negligence of Canteen Staff in relation to assets of the Complex.

### 23. STATUS OF SECOND PARTY

- a) Nothing contained in this Agreement shall be construed to create any tenancy, leasehold, or proprietary interest in favour of the Second Party in respect of the premises allotted for canteen operations or any other space used in connection with the execution of this Agreement.
- b) The Second Party shall be deemed to be a mere licensee and shall have no tenancy rights, lease rights, or ownership interest in the premises. The possession of the premises shall remain with the First Party at all times, and the Second Party shall use the premises strictly for the limited purpose of providing Canteen Services under this Agreement.



**IN WITNESS WHEREOF**, the First Party and the Second Party have hereunto set their respective hands and seals on the day, month, and year first above written, signifying their acceptance and agreement to the terms and conditions contained herein.

**Signatory of First Party:**

**Signatory of Second Party:**

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_ CNIC No.: \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

Stamp: \_\_\_\_\_ Stamp: \_\_\_\_\_

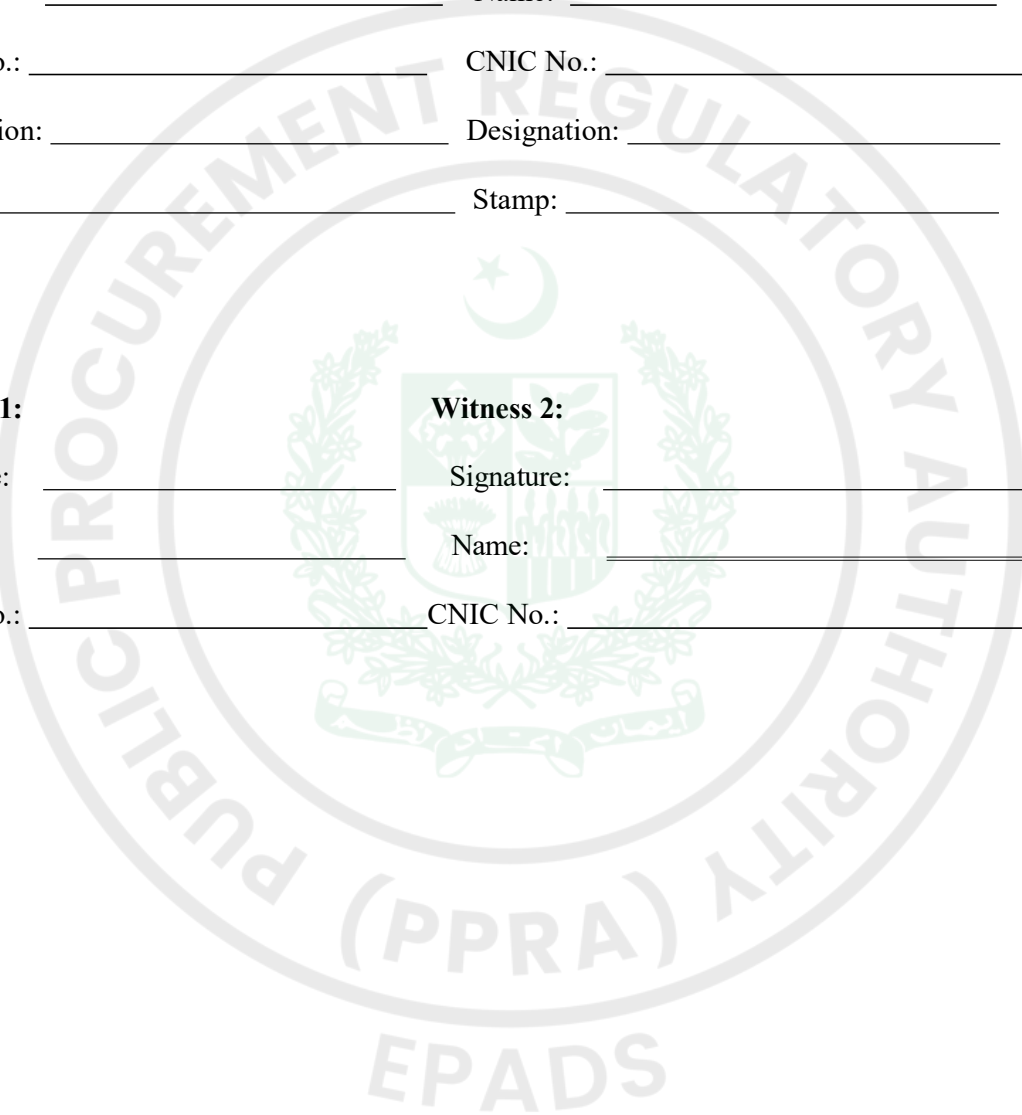
**Witness 1:**

**Witness 2:**

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_ CNIC No.: \_\_\_\_\_



**Menu/Price List for Canteen Services – Pakistan Audit and Accounts Complex (PAAC), Karachi**

Sr. No.	Items (English)	Item (Urdu)	Column A – Quantity	Column B – Quote Price/Rate (Rs.)	Column C – Weightage	Column D – Weighted Score (B × C)
	<b>Breakfast:</b>					
1.	Paratha	پراٹھا	100 g		2	
2.	Omelet (single)	آملیٹ	01 Egg		1	
3.	Fried egg (single)	فرائیڈ انڈا / تلا ہوا انڈا	01 Egg		1	
4.	Chick Peas Curry	چنے کا سالن	100 g		2	
5.	Potato Curry	آلو کا سالن	100 g		2	
6.	Curd	دہی	125 g		1	
7.	Tea (regular 1 cup)	سادہ چائے	150 ml		2	
8.	Tea (doodhpatti 1 cup)	دودھ پتی چائے	150 ml		2	
9.	Tea (Green with lemon 1 cup)	گرین ٹی (لیموں کے ساتھ)	150 ml		2	
10.	Lussi	لسی	250 ml		1	
	<b>Lunch:</b>					
11.	Chapati	چپاتی / روٹی	60 g		2	
12.	Naan	نان	150 g		2	
13.	Any Pulse/ Gram	دال / چنے	250 g		2	
14.	Egg plus Gram (boil egg)	ابلا ہوا انڈا اور چنے	250 g		2	
15.	Kari Basin with Pakora	کڑھی پکوڑے	300 g		1	
16.	Mixed Vegetable	مکس سبزی	300 g		2	
17.	Any Seasonal Vegetable	موسمی سبزی	300 g		1	
18.	Minced beef (Qeema)	بیف قیمہ	250 g		1	
19.	Minced Chicken (Qeema)	چکن قیمہ	250 g		1	
20.	Beef Curry (Bhunna)	بیف بھنا	250 g		1	
21.	Nehari Beef	بیف نہاری	300 g		1	

Sr. No.	Items (English)	Item (Urdu)	Column A – Quantity	Column B – Quote Price/Rate (Rs.)	Column C – Weightage	Column D – Weighted Score (B × C)
22.	Nehari Chicken	چکن نہاری	300 g		1	
23.	Qorma (Mutton)	مٹن قورمہ	300 g		1	
24.	Qorma (Chicken)	چکن قورمہ	300 g		2	
25.	Biryani Chicken	چکن بریانی	350 g		2	
26.	Chicken Karahi	چکن کڑاہی	300 g		1	
27.	Pulse with rice	دال چاول	350 g		2	
28.	Chicken Pullao	چکن پلاؤ	350 g		2	
29.	Salad mix	سلاد	70 g		1	
30.	Raita	رائتہ	75 g		1	
	<b>Snacks / Refreshments</b>					
31.	French Fries	فرنچ فرائز	125 g		1	
32.	Samosa (Aalu)	آلو سموسہ	50 g		2	
33.	Samosa (Qeema)	قیمہ سموسہ	50 g		2	
34.	Roll Veg + Chicken Mix	ویجی اور چکن رول	100 g		1	
35.	Sandwich with fries & coleslaw	سینڈوچ بمعہ فرائز اور کول سلاو	250 g		1	
<b>Total Weighted Score</b>						