

Standard Bidding Document

Hiring of Service Provider for Provision of Catering Services (Food) (Non-Consultancy Services)

National

Single Stage-One Envelope



October 16, 2026

*Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.),
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PROCUREMENT NOTICE

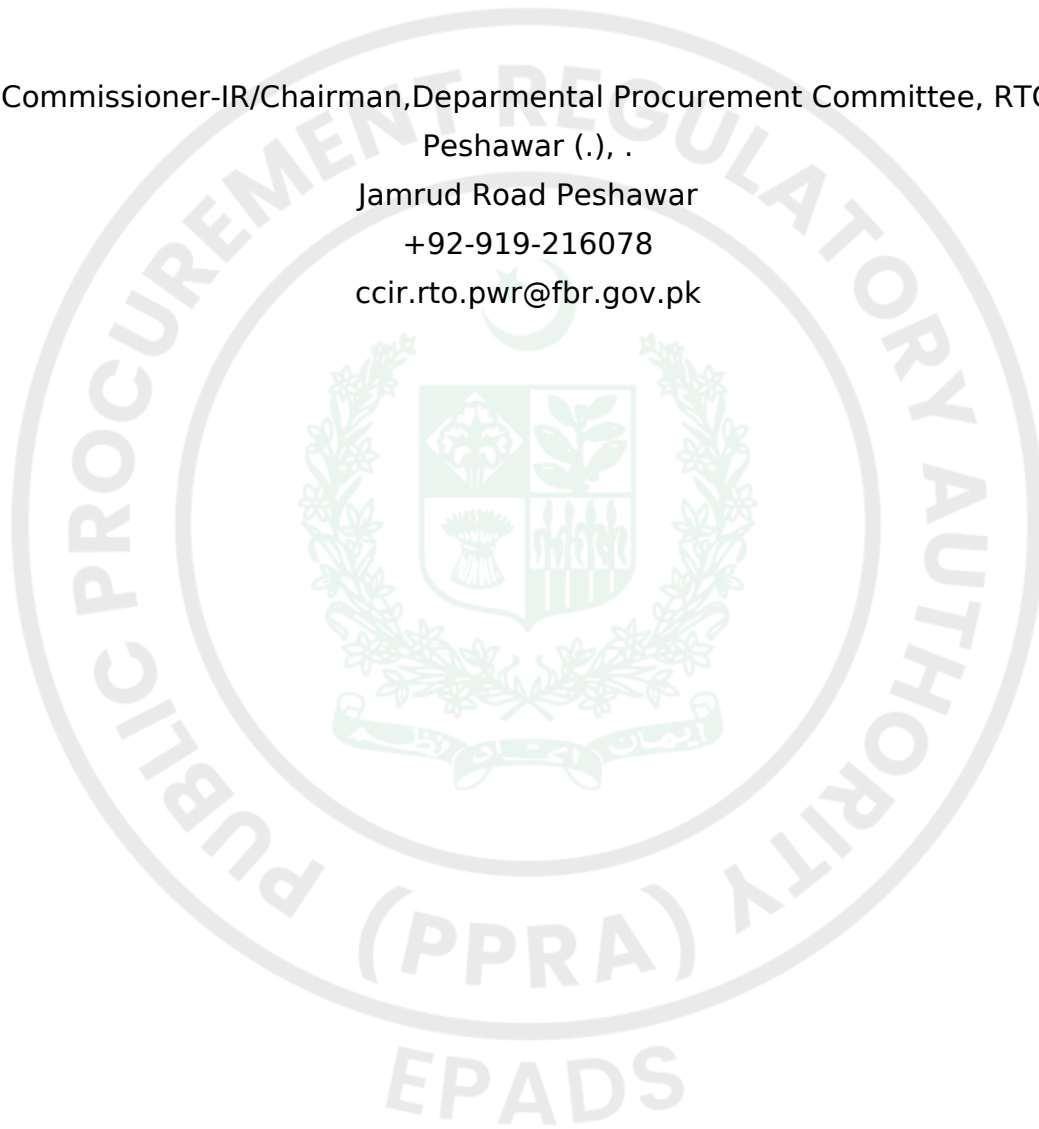
PROCUREMENT OF NON-CONSULTANCY SERVICES

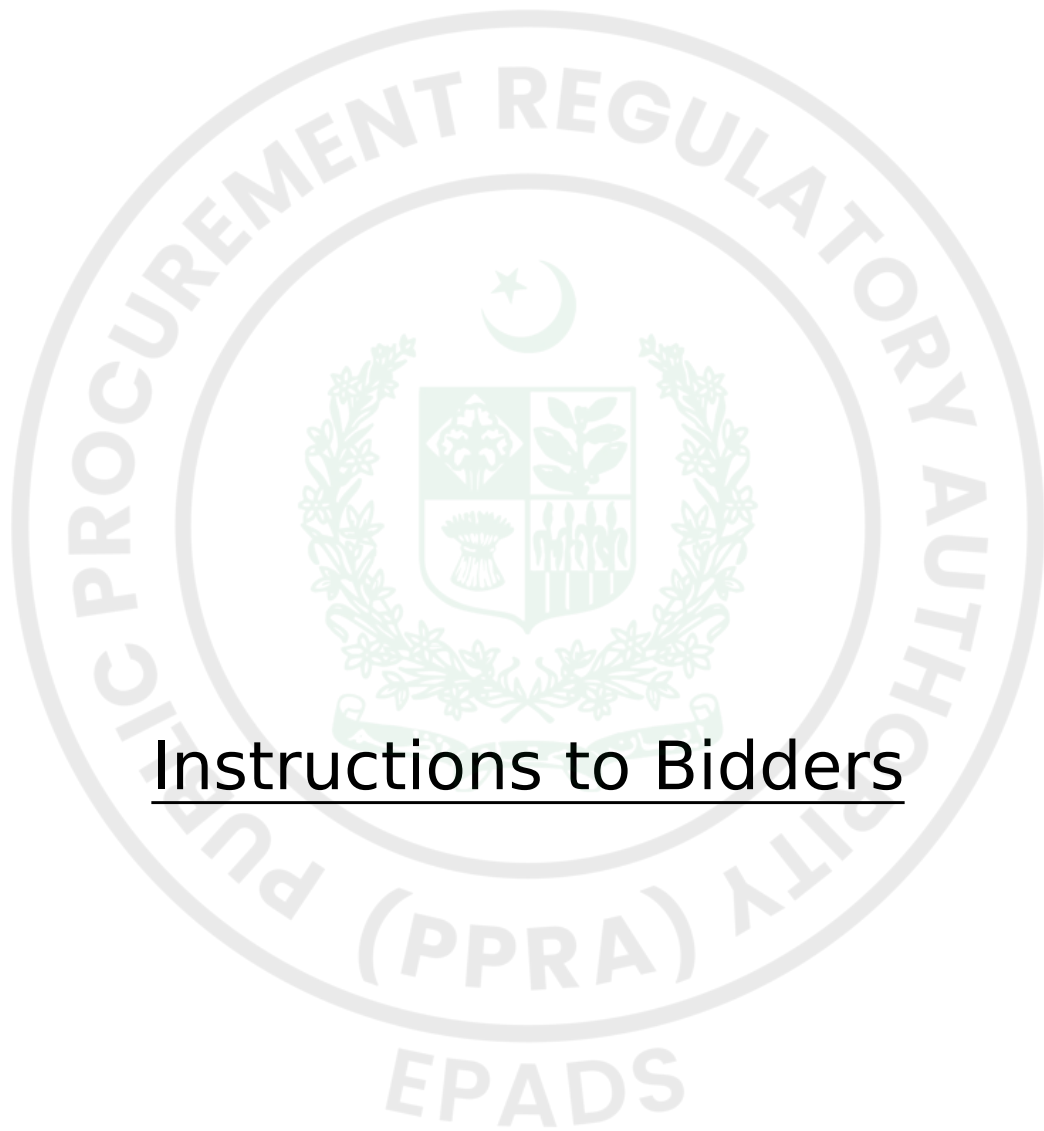
1. The **Commissioner-IR/Chairman,Departmental Procurement Committee, RTO Peshawar (.)** has reserved Funds for the procurement planned for FY **2026-27**. The **Commissioner-IR/Chairman,Departmental Procurement Committee, RTO Peshawar (.)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**Hiring of Service Provider for Provision of Catering Services (Food)**” with the reference of "**P160341**"
2. The **Commissioner-IR/Chairman,Departmental Procurement Committee, RTO Peshawar (.)** 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, 2026 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, Call at Deposit, Bank Guarantee, 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://epads.gov.pk/opportunities/federal/procurements/160341>**.
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 **Friday, October 30, 2026 11:00 AM**. E-bids will be opened on the same day at **Friday, October 30, 2026 11:30 AM**. 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>

In terms of Rules 65 of Public Procurement Rules, 2026 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.gov.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 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 Procurement Notice.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. Eligible Bidders

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

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

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

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

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

4.2.3. is not related to the avoidance of 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.

5. Qualification of the Bidder

5.1. All Bidders shall provide 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 in accordance with **ITB 6.1** include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section V Fraud & Corruption

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII 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 8** .

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 pursuant to **ITB 8** .

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 pursuant to **ITB 8 .1** 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 after record reason in writing:

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 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 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 ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; 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 ITB 8, 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.

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, provisions of services 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 in accordance with ITB 10 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. Price Adjustment

14.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable 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.

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 Form 9 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, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 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 pursuant to ITB 13. 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 pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

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 Section V, 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.

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 accordance with ITB 8. 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

22.1. As per Rule 10 of Public Procurement Rules, 2026 (PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. Opening & Evaluation of Bids by the Bid Evaluation Committee

23.1. As per Rule 11 of Public Procurement Rules, 2026 (PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. Third Party Validation

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2026**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. 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.

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

26.3. 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.

26.4. 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.

27. Confidentiality

27.1. 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.

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

28. Preliminary Examination of Bids

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

28.1.1. meets the eligibility criteria defined in **ITB 3**;

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** 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 bid shall be rejected.

28.3. 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.

29. Examination of Terms and Conditions, Technical Evaluation

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have

been met without material deviation or reservation.

29.2. 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 **ITB 21**, it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. 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;

30.1.2. 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

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

30.1.4. 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.

30.2. 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 in accordance with **ITB 14**.

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

32.2. 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.

32.3. **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.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. 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**.

33. Determination of Most Advantageous Bids

33.1. 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.

34. Abnormally Low Financial Bids

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, 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.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its 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 documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (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 against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. Rejection of Bids

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. Cancellation of procurement

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. Single Responsive Bid

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. Alternate Dispute Resolution (ADR)

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. Arbitration Clause

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. Fee of the Arbitrator

40.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

41. Socio-economic development

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. Environmental objectives

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. Appointment of Contract Manager

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. Criteria of Award

44.1. 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 Successful Bid .

45. Procuring Agency's Right to reject All Bids

45.1. 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).

45.2. 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.

46. Procuring Agency's Right to Vary Quantities at the Time of Award

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. Notification of Award

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

47.2. 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 Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

48. Signing of Contract

48.1. 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.

49. Performance Guarantee

49.1. After the receipt of the Letter of Award, 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.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** 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.

50. Advance Payment

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. Arbitration

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. Corrupt & Fraudulent Practices

52.1. 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. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

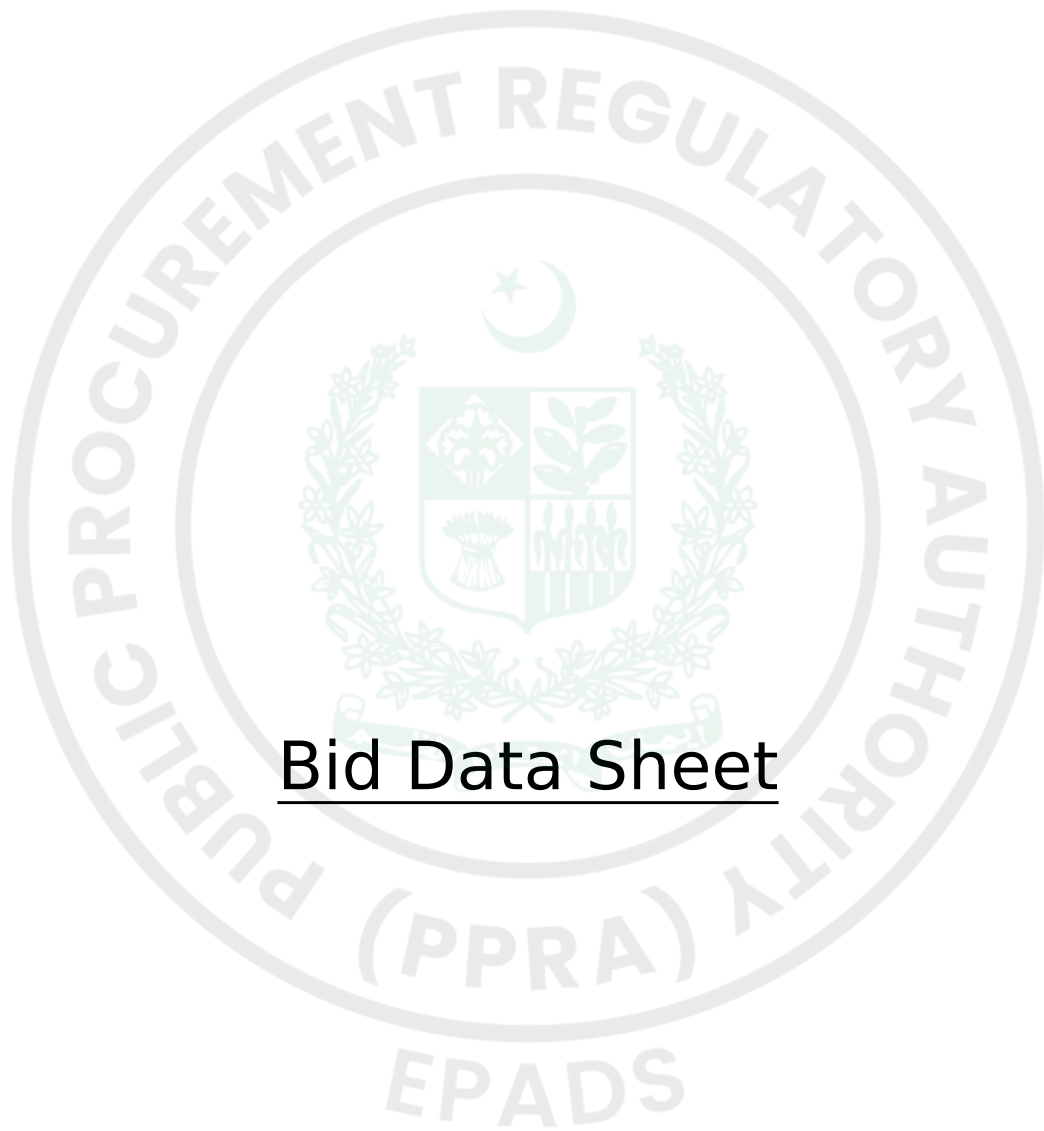
53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.





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

ITB Number 1.1

Name of Procuring Agency: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)**

The subject of procurement is: **Hiring of Service Provider for Provision of Catering Services (Food)**

Expected commencement date: **Monday, November 30, 2026**

BDS Clause Number 2

ITB Number 2.1

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

Name and identification number of the Contract: **P160341**

BDS Clause Number 3

ITB Number 4.6

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

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

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, October 27, 2026

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 7

ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

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

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

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

BDS Clause Number 13

ITB Number 16.1

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

BDS Clause Number 14

ITB Number 17.1

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

Instrument of Bid Security Shall be in the Name of : **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar**

The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

ITB Number 17.3

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 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

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

Jamrud Road Peshawar

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

The deadline for Bids submission is: **Friday, October 30, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

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

Day : **Friday**

Date: **Friday, October 30, 2026**

Time : **11:30 AM**

BDS Clause Number 19

ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

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

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Bank Guarantee, Demand Draft**

BDS Clause Number 21

ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
SECP
Registrar of Firms

Eligibility Criteria	Document
Certificate of Registration from Food Authority	Yes
Employees / Human Resource Details	Yes
Non-Blacklisting Certificate	Yes
Registration with relevant Provincial Revenue Authorities.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Food Menu	Address: Jamrud Road Peshawar Schedule: 27 Days Quantity: 135/person	135/person	1100000 PKR

Related Services :

No



Services Specifications

Positions Without Lots :

Position: Food Menu

Specifications / Requirements:

08:30 ?? 7:30	01:30 ?? 12:30	07:30 ?? 06:30	????	???? ????
چاقو، میق ول آ، یتاچ	چاقو، انچ لاد، یتاچ	چاقو، اھٹارپ، ایجھب ول آ	ریپ	1
چاقو، یزبس سکم، یتاچ	چاقو، ٹورف، یرک نکچ، یتاچ	چاقو، نیکاخ، ڈنا، اھٹارپ	لگنم	2
چاقو، ریھک، نکچ، یتاچ	چاقو، شام لاد، یتاچ	چاقو، نچ، اھٹارپ	ھدب	3
چاقو، یرک فیب، یتاچ	چاقو، ٹیوس، یزبس، یتاچ	چاقو، ڈنا ول آ، اھٹارپ	تارعمج	4
چاقو، ٹیوس، یزبس سکم، یتاچ	چاقو، مروق نکچ، یتاچ	چاقو، ٹیلم آ، اھٹارپ	عمج	5
چاقو، مروق نکچ، یتاچ	چاقو، ٹورف، گنوم لاد، یتاچ	چاقو، اھٹارپ، ایجھب ول آ	تف	6
چاقو، یزبس، ینایرب نکچ، یتاچ	چاقو، یرک نکچ، یتاچ	چاقو، ولح، نچ، یتاچ کشخ	راوتا	7

Scope of Work

The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of Catering Service (Food) for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar on need basis and Evaluation Criteria, Specifications & Schedule of Requirements. The name, identification, and number of items/deliverables are provided in the **PDS**. Single Stage One Envelope procedure of the open competitive method shall be used. The successful Service Providers will be expected to provide the Services within the specified period and timeline(s) as stated in the **PDS**.

Brief Description

The RTO, Peshawar intends to acquire Catering Service (Food) for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building, Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar on a need basis. The Service Provider shall be responsible for provisioning of Catering Service (Food) in three shifts i.e Morning (Breakfast), Afternoon (Lunch with four chapati-Wheat and Tea) and Evening (Dinner with four chapati- Wheat and Tea) per head for 135 Rangers personnel as per Schedule of Requirements. The Supplier shall be responsible for the provision of the food items to the desired locations within KPK. No extra payment will be made in this regard. The Service Provider shall provide the food items **i.e.** Break Fast at **06.00 am to 07.30 am**, Lunch at **12.30 pm to 01.30 pm** and Dinner at **07.30 pm to 08.30 pm** along with three times tea arrangement (Breakfast, Lunch, and Dinner) properly packed in fresh and hot condition and in disposable crockery.

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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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

32.1.1. **Alternate Dispute Resolution (ADR)**, After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including

Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.



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: Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), . Jamrud Road Peshawar

Contractor is:

The title of the subject procurement is: Hiring of Service Provider for Provision of Catering Services (Food)

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:

Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), .
Jamrud Road Peshawar
+92-919-216078
ccir.rto.pwr@fbr.gov.pk

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:

Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), .
Jamrud Road Peshawar
+92-919-216078
ccir.rto.pwr@fbr.gov.pk

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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 16.

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 **0.00% to 0.00%** 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:

Instrument of Performance Guarantee shall be in the Name of : **Commissioner-IR/Chairman,Departmental Procurement Committee, RTO Peshawar**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, 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 28

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 29

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.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

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:

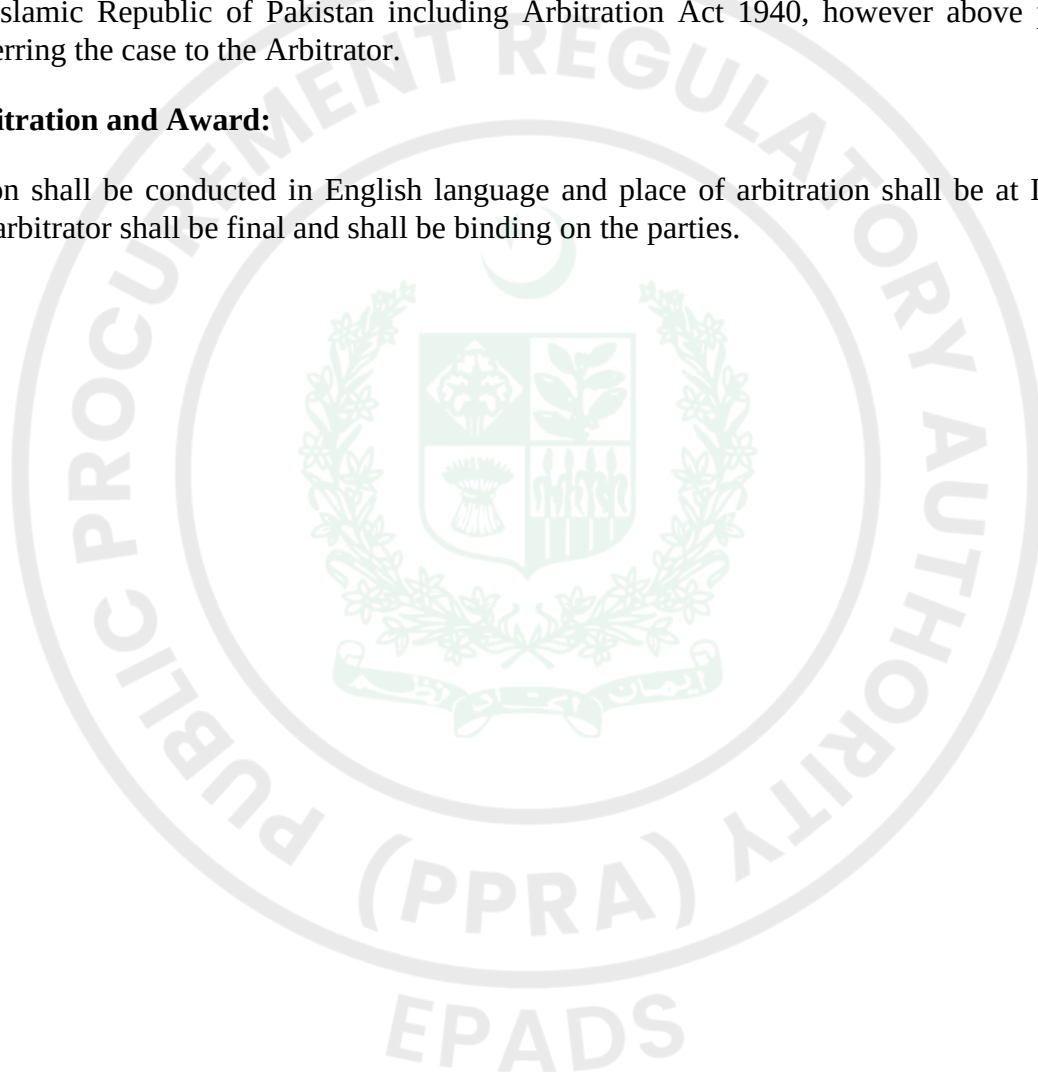
By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may 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.: **P160341**

To: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), . Jamrud Road Peshawar**

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 **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), . Jamrud Road Peshawar**

(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., **Hiring of Service Provider for Provision of Catering Services (Food) (P160341)** and has accepted a Bids by the Bidder for the provision of Services 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.

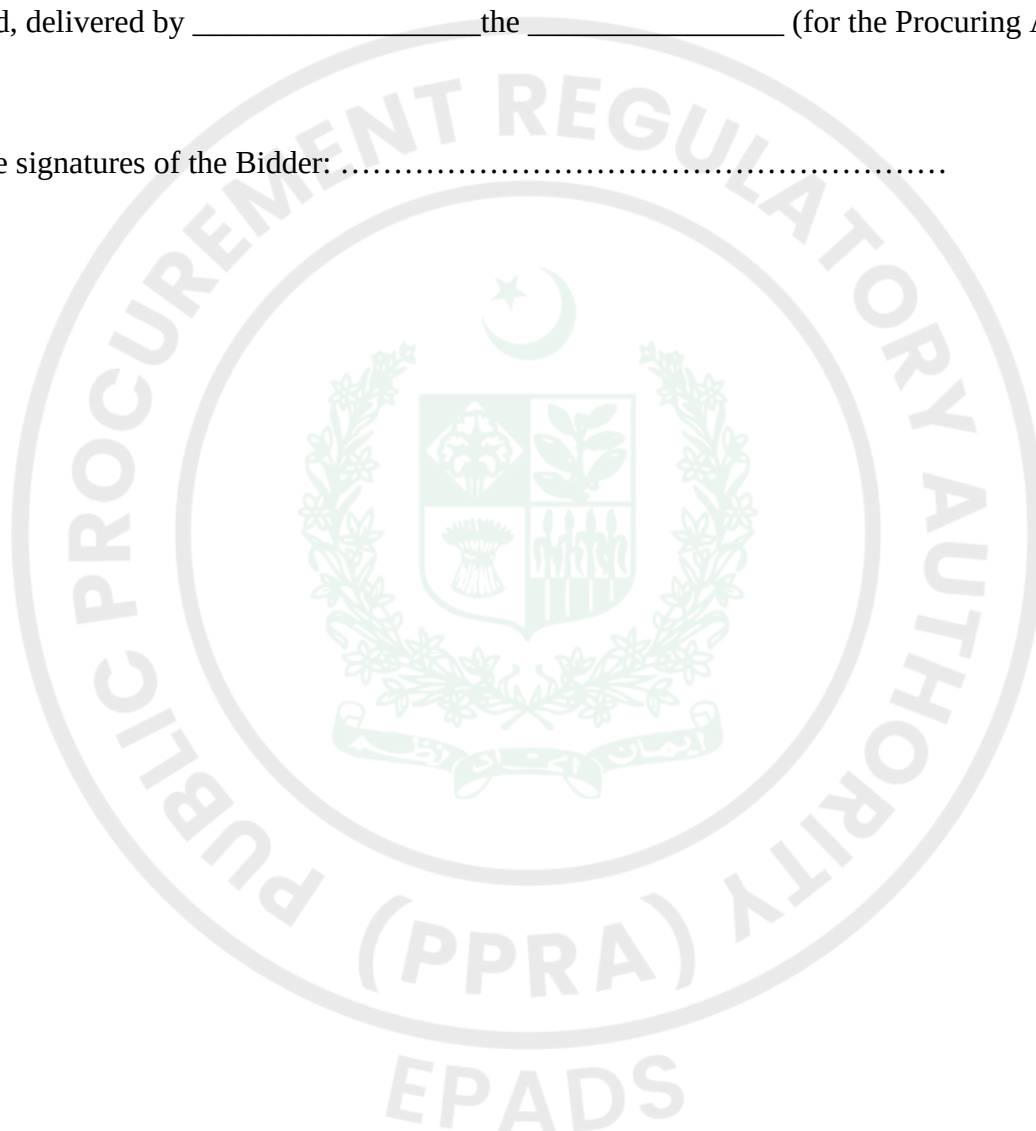
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar**
(.), . Jamrud Road Peshawar

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 Non-Consultancy Services (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]

[address]

[date]





Annexure

Signed Bidding Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **Signed Bidding Document** (page number: 71)





Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 121)

Past Experience and Completed Contracts

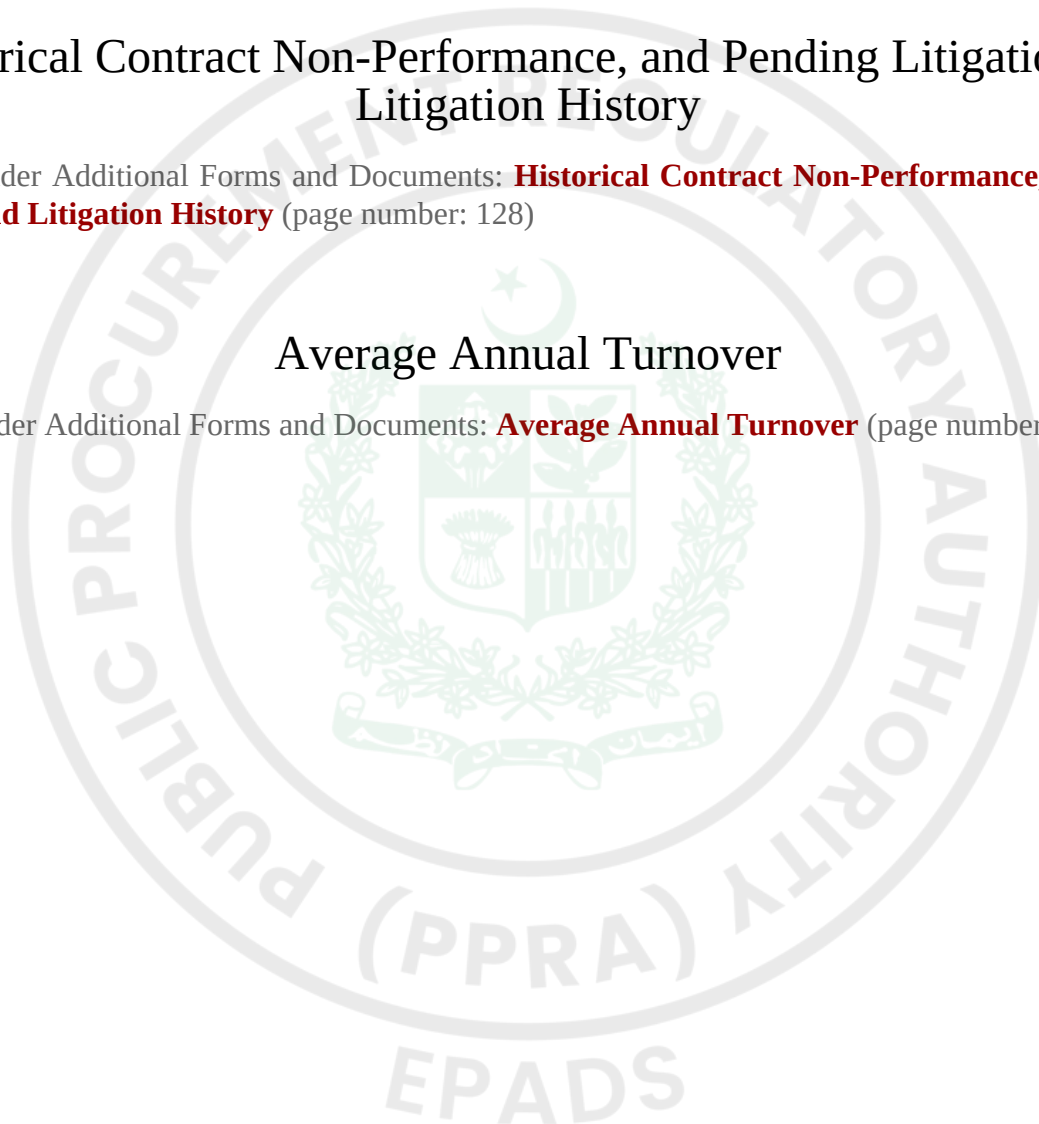
See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 127)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 128)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 130)







Additional Forms and Documents

	Revenue Division Federal Board of Revenue Government of Pakistan
OFFICE OF THE COMMISSIONER (IR) CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE REGIONAL TAX OFFICE, PESHAWAR Phone No. 091-9216401, 9216078	

DEPARTMENTAL PROCUREMENT COMMITTEE
REGIONAL TAX OFFICE, PESHAWAR.

Hiring of Service Provider for Provision of Catering Services (Food)

Principal Method of Procurement

(Single Stage One Envelope)

National Competitive Method

Under Public Procurement Rules, 2004, SROs, EPADS Regulations


Chairman


Member-I


Member-II

RFP Documents for Procurement of Catering Services (Food)

PART-A

BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Proposals

Section II- Instructions to Service Providers (ITSP)

This Section provides information to help Service Providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. This Section contains provisions that are to be used without modifications.

Section III- Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Service Providers (ITSP). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Country

This Section contains information regarding eligible country.

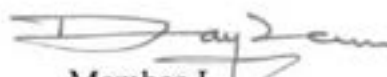
Section V- Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes details of specifications for Catering Service (Food) to be procured and the schedule of requirements.

Section VI -Standard Forms

This Section includes the standard forms for the Proposal Submission, Price Schedules, and Proposal Security etc. These forms are to be completed and submitted by the Service Provider as part of its Proposal.


Chairman


Member-I


Member-II

PART-B

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

This Section contains provisions that are to be used without modifications.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contain clauses specific to this contract. This section may be customized where the option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The form for Performance Guarantee and Integrity Pact will be submitted by the successful Service Provider to whom Letter of Acceptance is issued before the award of contract.

Integrity Pact

The successful Service Provider shall be required to furnish Integrity Pact as per the attached format.


Chairman


Member-I


Member-II

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Chairman


Member-I


Member-II

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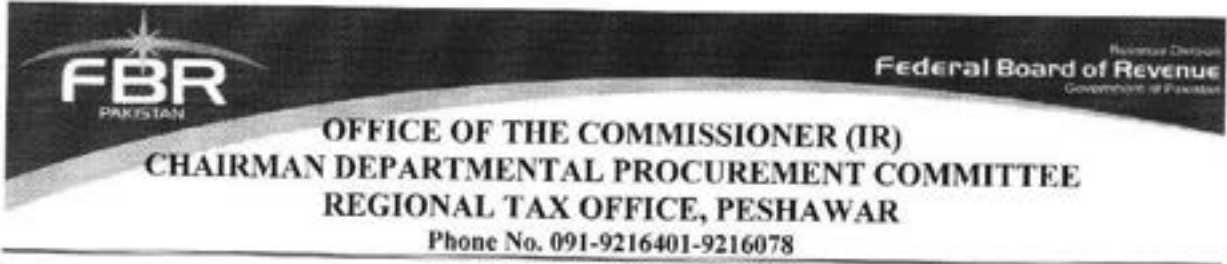
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Performance Guarantee Form and Integrity Form


Chairman


Member-I


Member-II



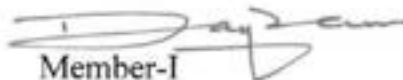
Hiring of Service Provider for Catering Services (Food)
Through Principal Method of Procurement
(Single Stage One Envelope Procedure)
National Competitive Bidding

P R E F A C E

Public Procurement in Pakistan is carried out in accordance with the provisions laid down in Public Procurement Regulatory Framework consisting of Public Procurement Ordinance-2002; Public Procurement Rules, 2004 and allied Regulations, Regulatory Guides, and Guidelines (EPADS). It is highlighted that the entire Procurement Process shall be in harmony with the e-Pak Acquisition and Disposal System (EPADS) as notified vide SRO 296(I)/2023, and each part of this RFP document must be read, responded and complied with accordingly.

The request for proposal documents consists of general as well as specific provisions to be applicable for the supply of Food Services for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main building Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the Jurisdiction of RTO, Peshawar. The specific provisions supplement the general provisions.


Chairman


Member-I


Member-II

OFFICE OF THE COMMISSIONER (IR)
CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
REGIONAL TAX OFFICE, PESHAWAR
Phone No. 091-9216401-9216215

INVITATION TO PROPOSALS

REQUEST FOR PROPOSAL
SRO296(1)2023 (EPADS)

RTO, Peshawar has reserved Funds in the relevant head of account for the procurement planned for Financial Year 2026-27. RTO, Peshawar intends to apply part of the proceeds of these funds to cover eligible payments under the contract for the **"Hiring of Service Provider for Provision of Catering Services (Food)"**

2. Regional Tax Office, Peshawar, invites Bids/Proposals through e-Pak Acquisition & Disposal System (e-PADS) (<https://epads.gov.pk>) from experienced and well-established firms/services provider, duly registered with relevant Federal and Provincial authorities in all respect, who are on Active Taxpayers role of the Federal Board of Revenue and concerned Provincial authorities.
3. **Single Stage One Envelope** Bidding Procedure through Principal Method of Procurement (i.e. Open National Competitive Bidding) will be used by adopting **Most Advantageous Bid Technique** for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, SRO's, Procurement and Services Guidelines or Instructions issued by the Agency (amended from time to time).
4. All Proposals must be accompanied by **2%** Bid Security of the estimated cost of bid in the shape of CDR/Demand Draft or Pay Order (refundable) under Rule 25 of PP Rules, 2004 as earnest money drawn in favour of **Drawing & Disbursing Officer, RTO, Peshawar**. The scanned copy of Bid Security must be uploaded through e-PADS and hardcopy (Original) must be submitted physically to the procuring agency. Bid Security will be retained till the issuance of award of contract to the successful service provider.
5. The Bid Security will be revalidated as and when required. The successful bidder will provide 10% Performance Guarantee of the contract amount in the shape of CDR/Demand Draft/Bank Guarantee and shall be retained till completion of the contract term and clearance of dues, if any, against the service provider.
6. The original proposal along with terms and conditions defined in bidding documents must be read carefully, uploaded on EPADS on or before the closing of bid time i.e 30.10.2026 at 11.00 am. The bids shall be opened publicly on the same day at 11.30 am in the presence of Service Provider or their authorized representatives who choose to attend the opening session to be held at the Conference Hall of RTO, Peshawar online. Members of the Departmental Procurement Committee shall grace their presence at the scheduled date, time and venue as mentioned above.
7. The Competent Authority reserves the right to accept or reject any or all bids as whole or in part as per rule-33 of PP-Rules, 2004.
8. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc, are available and can be downloaded from e-Pak Acquisition and Disposal System (EPADS) at <https://epads.gov.pk/>.


Chairman


Member-I


Member-II

SECTION-II:-

INSTRUCTION TO SERVICE PROVIDERS (ITSP)

A:- Introduction

Scope of Proposal	The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of Catering Service (Food) for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar on need basis and Evaluation Criteria, Specifications & Schedule of Requirements. The name, identification, and number of items/deliverables are provided in the PDS . Single Stage One Envelope procedure of the open competitive method shall be used. The successful Service Providers will be expected to provide the Services within the specified period and timeline(s) as stated in the PDS .
Source of Funds	Source of funds under relevant head of account.
Eligible Service Providers	A Service Provider may be natural person, company or firm or public or semi-public agency of Pakistan in accordance with the terms and conditions of the Contract. The invitation for proposal is open to all prospective Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: - are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting Services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal. - have controlling shareholders in common; or - receive or have received any direct or indirect subsidy from any of them; or - have the same legal representative for purposes of this Proposal; or - have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or - Submit more than one Proposal in this Bidding process.

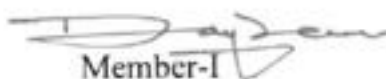

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	A Service Provider may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent. (b) payments in favor of the Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property. (c) legal proceedings are instituted against such Service Provider involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property. (d) The Service Provider is convicted, by a final judgment, of any offence involving professional conduct. (e) The Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration. (f) The firm, Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	The Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
One Proposal per Service Provider	A Service Provider shall submit only one Proposal, in the same bidding process, individually.
	A person or a Service Provider cannot be a sub-contractor with more than one Service Provider in the same bidding process.
Cost of Bidding	The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.


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B.**RFP Documents**

Contents of Request for Proposal Document	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents issued in accordance with ITSP include: Section I - Invitation to Proposals Section II Instructions to Service Providers (ITSP) Section III Proposal Data Sheet (PDS) Section IV Eligible Country Section V Evaluation Criteria, Specifications, Schedule of Requirements Schedule of Requirements. Section VI Proposal Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	The number of copies to be completed and returned with the Proposal is specified in the PDS. The Procuring Agency is not responsible for the completeness of the RFP documents, if they were not downloaded from PPRA's website. The Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Service Provider's risk and may result in the rejection of his Proposal.
Clarification of RFP documents	A prospective Service Provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing form that provides a record of the content of communication at the Procuring Agency's address indicated in the PDS. Online clarifications can be availed by the Service Providers through EPADS The RFP Documents are clear and explicit therefore will not be further modified except arithmetical errors.

C.**Preparation of Proposals**

Language of Proposal	The Proposal prepared by the Service Provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service Provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the PDS, in which case, for purposes of interpretation of the Service Provider, the translation shall govern.
Documents Constituting the Proposal	The Proposal prepared by the Service Provider shall constitute the following components: - - Form of Proposal and Proposal Prices completed in accordance with ITSP. - Details of the Sample(s) where applicable and requested in the PDS. - Documentary evidence established in accordance with ITSP that Services to be provided by the Service Provider are eligible Services, and conform to the RFP documents; - Documentary evidence established in accordance with ITSP that the Service Provider is eligible and/or qualified for the subject bidding process; - Documentary evidence established in accordance with ITSP that the Service Provider has been authorized to provide the Services in Pakistan. - Proposal security or Proposal Securing Declaration furnished in accordance with ITSP. - Duly Notarized Power of Attorney authorizing the signatory of the Service Provider to submit the proposal; and - Any other document required in the PDS.

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<i>Documents Establishing Eligibility of the Services and Conformity to RFP documents</i>	To establish the conformity of the Non-Consulting Services to the RFP document, the Service Provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Service Provider may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section VII, Employer's Requirements. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<i>Documents Establishing Eligibility and Qualification of the Service Provider</i>	Pursuant to ITSP the Service Provider shall furnish, as part of its Proposal, all those documents establishing the Service Provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted. The documentary evidence of the Service Provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Agency that: - the Service Provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in PDS. - that the Service Provider meets the qualification criteria listed in the Proposal Data Sheet.
<i>Form of Proposal</i>	The Service Provider shall fill the Form of Proposal furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
<i>Proposal Prices</i>	The Proposal Prices quoted by the Service Provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITSP or exclusively mentioned hereafter in the RFP documents. All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items. The Proposal price to be quoted in the Form of Proposal in accordance with ITSP shall be the total price of the Proposal, excluding any discounts offered. The Service Provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the Services to be provided under the contract. If so indicated in the Invitation to Proposals and Instructions to Service Providers, that Proposals are being invited for individual contracts or for any combination of contracts (packages), Service Providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts within a package.
<i>Proposal Currencies</i>	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
<i>Proposal Validity Period</i>	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of Proposal Security or Proposal Securing Declaration as the case may be. Under exceptional circumstances, prior to the expiration of the initial Proposal/Bid validity period, the Procuring Agency may request the Service Providers' consent to an extension of the period of validity of their Proposal/Bid only once, for the period not more than the period of initial proposal/bid validity. The request and the Service Providers responses shall be made in writing forms that provide record of the content of communication. The Bid Security provided under ITSP shall also be suitably extended. A Service Provider may refuse the request without forfeiting its proposal security or causing to be executed its Proposal Securing Declaration. A Service Provider agreeing to the request will not be required nor permitted to modify its Proposal but will be required to extend the validity of its Proposal/Bid Security or Proposal/Bid Securing Declaration for the period of the extension, and in compliance with ITSP in all respects.
<i>Proposal Performance Security</i>	Pursuant to ITSP unless otherwise specified in the PDS, the Service Provider shall furnish as part of its Proposal, a Proposal/Bid Security 2% of the estimated cost of bid and in form of currency specified in Pakistani rupees or Proposal Securing Declaration on specified format. Bid Security shall be provided in shape of Hard Copy before opening of bid.

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	The Proposal/Bid Security or Proposal/Bid Securing Declaration is required to protect the Procuring Agency against the risk of Service Provider's conduct which would warrant the security's forfeiture. The Proposal/Bid Security @2% of the estimated cost of bid shall be denominated in the local currency, and it shall be a Pay Order in the name of the DDO, RTO, Peshawar and will be revalidated as when required beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal/Bid Validity is extended. In either case, the form must include the complete name of the Service Provider. The Proposal/Bid Security or Proposal/Bid Securing Declaration shall be in accordance with the Form of the Proposal/Bid Security or Proposal Securing Declaration mentioned. The Proposal/Bid Security shall be payable with bid submission before closing date of bid submission mentioned in EPADS and hard copy of the pay order/ bank draft/CDR should be submitted to RTO before closing of bid. Any Proposal not accompanied by a Proposal/Bid Security or Proposal Securing Declaration in accordance with ITSP shall be rejected by the Procuring Agency as non-responsive. Unsuccessful Service Providers' Proposal/Bid Security will be discharged or returned as promptly as possible, however in no case later than 180 days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to ITSP. The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest: - the expiry of the Proposal/Bid Security; - 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 Proposal documents; - the rejection by the Procuring Agency of all Proposals; - the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted. The successful Service Provider's Proposal Security will be discharged upon the Service Provider signing the contract or furnishing the Performance Guarantee and Integrity pact.
	The Proposal/Bid Security may be forfeited or executed: - if a Service Provider: - withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the Service Provider on the Form of Proposal except as provided for in ITSP or - does not accept the correction of errors. - in the case of a successful Service Provider, if the Service Provider fails: - to sign the contract in accordance with ITSP or - to furnish Performance Guarantee (10%) in accordance with ITSP. The proposal security shall be valid for a period specified in PDS. Proposals with shorter Proposal/Bid security validity period shall be rejected straight away.
Alternative Proposals by Service Providers	Service Providers shall submit offers that comply with the requirements of the RFP documents, including the basic Service Provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the PDS. If so allowed, ITSP shall prevail.
Withdrawal, Substitution, and Modification of Proposals	Before proposal submission deadline, any Service Provider may withdraw its Proposal after it has been submitted.



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D. Submission of Proposals

Deadline Submission Proposals	for of	Proposals shall be received by the Procuring Agency through EPADS not later than the date and time given in advertisement
		The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals with ITSP in which case all rights and obligations of the Procuring Agency and Service Providers previously subject to the deadline will thereafter be subject to the new deadline.
Late Proposals		The Procuring Agency shall not consider for evaluation if received documents in hard form.
Withdrawal Proposals	of	A Service Provider may withdraw its Proposal after it has been submitted before deadline of the submission of Proposal.

E. Opening and Evaluation of Proposals

Opening of Proposals		The Procuring Agency will open all Proposals in public, in the presence of Service Providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the PDS. The Service Providers' representatives present shall sign a register as proof of their attendance. The Procuring Agency will open the Proposals in public at the address, date and time specified in the PDS in the presence of Service Providers' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Proposals shall be downloaded at a time and date as per advertised, and the following read out and recorded: (A) the name of the Service Provider; (B) Bid Security shall be provided in shape of Hard Copy before opening of bid and (C) Any other details as the Procuring Agency may consider appropriate. The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Service Provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration. The Service Providers' representatives who choose to present shall be requested to sign on the attendance sheet. A copy of the record shall be distributed to all the Service Providers.
Confidentiality		Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report. Any effort by a Service Provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.
Clarification Proposals	of	To assist in the examination, evaluation and comparison of Proposals of the Service Providers, the Procuring Agency may, ask any Service Provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Service Provider that is not in response to a request by the Procuring Agency shall not be considered. The request for clarification and the response shall be in writing forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted. The alteration or modification in the PROPOSAL, which in any way affect the following parameters will be considered as a change in the substance of a proposal: a) evaluation & qualification criteria;

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	b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of RFP documents. f) change in the ranking of the Service Provider From the time of Proposal opening to the time of Contract award if any Service Provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing forms that provide record of the content of communication.
Preliminary Examination of Proposals	Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal: a) meets the eligibility criteria Viz a Viz Bidding Document; b) has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents; c) has been properly signed and Stamped; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the RFP documents. The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the RFP documents, the Procuring Agency's rights or the Service Providers obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Service Providers presenting substantially responsive Proposals. The Procuring Agency will confirm that the documents and information specified under ITSP have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Service Providers, the Proposal shall be rejected. If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
Examination of Terms and Conditions; Technical Evaluation	The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Service Provider without any material deviation or reservation. The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with ITSP to confirm that all requirements specified Schedule of Requirements, Technical Specifications of the RFP documents have been met without material deviation or reservation.

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	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with ITSP it shall reject the Proposal.
Correction of Errors	Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - - 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; - 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 - where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. - Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service Provider, shall be considered as binding upon the Service Provider. If the Service Provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal/Bid Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with ITSP.
Conversion to Single Currency	To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
Evaluation of Proposals	The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive. In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted. -
Determination of Most Advantageous Proposal	Most Advantageous Bid procedure in accordance with the criteria referred in the bidding Document shall be adopted.

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**Abnormally Low
Financial Proposal**

Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:

(a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary Services) and raises concerns as to the capability and capacity of the respective Service Provider to perform that contract;

(b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;

(c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Service Provider concerned;

(d) The Procuring Agency shall not incur any liability solely by rejecting abnormal Proposal; and

(e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.

In order to identify the Abnormally Low Proposal (ALP) following approaches can be considered to minimize the scope of subjectivity:

(i) Comparing the proposal price with the cost estimate;

(ii) Comparing the proposal price with the proposals offered by other Service Providers submitting substantially responsive proposals; and

(iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.

The Procuring Agency will determine to its satisfaction whether the Service Provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria stipulated in the bidding Document.

The determination will take into account the Service Provider's financial, experience, technical, and related/production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Service Providers' qualifications.

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Procuring Agency may seek "Certificate for Independent Price Determination" from the Service Provider and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Service Provider. The Service Provider shall certify that the price is determined by keeping in view all of the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

An affirmative determination will be a prerequisite for award of the contract to the Service Provider. A negative determination will result in rejection of the Service Provider's Proposal, in which event the Procuring Agency will proceed to the next ranked Service Provider to make a similar determination of that Service Provider's capabilities to perform satisfactorily.




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F.**Award of Contract**

Criteria of Award	Subject to ITSP the Procuring Agency will award the Contract to the Service Provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous Service Provider, provided that such Service Provider has been determined to be: - eligible in accordance with the provisions of ITSP. - is determined to be qualified to perform the Contract satisfactorily; and - free of arithmetical errors.
Procuring Agency's Right to reject All Proposals	Notwithstanding ITSP the Procuring Agency reserves the right to reject all the proposals and to annul the procurement process at any time prior to acceptance of the proposal(s), without thereby incurring any liability to the affected Service Provider or Service Providers. Notice of the rejection of all Proposals shall be given promptly to all Service Providers that have submitted Proposals. The Procuring Agency shall upon request communicate to any Service Provider the grounds for its rejection of its Proposals but is not required to justify those grounds.
Procuring Agency's Right to Vary Quantities at the Time of Award	The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related Services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.
Notification of Award	Prior to the award of contract, the Procuring Agency shall issue a Final Bid Evaluation Report giving justification for acceptance or rejection of the proposals Under Rule 35 of PPRA-2004. Where no complaints have been lodged, the Service Provider whose Proposal has been accepted, will be notified of the award by the Procuring Agency prior to expiration of the Proposal/Bid Validity period in writing forms that provide record of the content of communication. The Procuring Agency will pay the successful Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price). The notification of award will constitute the formation of the Contract, subject to the Service Provider furnishing the Performance Guarantee and signing of the contract. Upon furnishing of the Performance Guarantee pursuant to ITSP the Procuring Agency will promptly notify each unsuccessful Service Provider, the name of the successful Service Provider and the Contract amount and will discharge the Proposal/Bid Security or Proposal/Bid Securing Declaration of the Service Providers pursuant to ITSP.
Signing of Contract	Promptly after Issuance of Letter of Intent, Procuring Agency shall send the successful Service Provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

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Performance	After the receipt of the Letter of Acceptance, the successful Service Provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee 10% of the contract amount in the form of Pay Order/CDR/ Demand Draft/Bank guarantee, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
Guarantee	If the Performance Guarantee is provided by the successful Service Provider and it shall be in the form of Pay Order/CDR/ Demand Draft/Bank guarantee. Failure of the successful Service Provider to comply with the requirement of Bidding Document 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 Service Provider or call for new Proposals.
Arbitrator	The Arbitrator shall be appointed by the mutual consent of both parties. Arbitration Act, 1940 shall be applicable and binding on both parties.




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SECTION-III:-**PROPOSAL DATA SHEET (PDS)**

The following specific data for the Hiring of Catering Service (Food), shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITSP). Whenever there is a conflict, the provisions herein shall prevail over those in ITSP.

PDS Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers.
A. Introduction	
1	Name of Procuring Agency: RTO, Peshawar. The subject of procurement is: Hiring of Catering Service (Food) Period for Provision of Services: 01 Year subject to satisfactory performance during the terms of contract. Expected commencement date for the Provision of Catering Services will be intimated to the successful bidder after acceptance and signature of Contract.
2	Financial year for the operations of the Procuring Agency: FY 2026-27. Name and identification number of the Contract: Hiring of Contractor / Service Provision of Catering Service (Food).

B.RFP documents

3	The address for clarification of submission of bid and RFP documents is: RTO, Peshawar. Ph# 091-9216078-9216401
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C. Preparation of Proposals

4	The Language of all correspondences and documents related to the Proposal shall be English
5	The price shall be fixed inclusive of all applicable taxes.
6	Currency of the Proposal shall be Pakistani Rupees;
7	The Performance Security validity period shall be retained for a period of one year.
8	The amount of Bid Security shall be 2% of the estimated cost of bid. The currency of the Proposal Security shall be Pakistani Rupees.
9	The Performance Security shall be in the form of Pay Order/CDR/ Demand Draft or Bank Guarantee.
10	The Performance Security/ Guarantee (10%) shall be valid till the completion of Contract.
11	Alternative Proposals to the requirements of the RFP documents will not be permitted.

D. Submission of Proposals

1.	The Proposal/bids will be submitted online through EPADS before closing date and time specified in advertisement to procuring agency.
2.	Title of the subject Procurement: Hiring of Catering Service (Food) for RTO, Peshawar.
3.	The Proposal submission will be online through EPADS.
4.	Open competitive method for eligible Service Providers.
5.	Most Advantageous bid selection will be adopted.
6.	The Performance guarantee shall be 10% of the contract price.

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7.	The Performance Guarantee shall be acceptable in the form of Pay Order/CDR/ Demand Draft/Bank guarantee.
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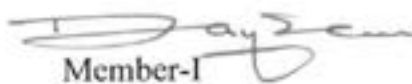
E. Opening and Evaluation of Proposal

1	The Proposal opening session will take place at RTO, Peshawar online as per advertised date, time.
2	Open competitive method for eligible Service Providers.
3	Most Advantageous bid selection will be adopted
4	Evaluation shall be Strictly in light of Terms and Conditions Stipulated in Bidding Documents.

F. Award of Contract

1	The Award of Contract will be issued to successful service provider with the Conditions to fulfil the prescribed forms, integrity pacts and submission of Performance Guarantee @10 percent of the Contract Price.
2	The Performance Security shall be acceptable in the form of CDR/ Pay Order/ Demand Draft or Bank Guarantee. The Performance guarantee shall be retained till completion of contract period.
3	The increase / decrease with posting of additional personnel, the Services Provider will be bound to provide additional quantity of meals after award of initial work order through repeat request without increasing of items/meals Price.


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SECTION -IV.
ELIGIBLE COUNTRY

All the Service Providers are allowed to participate in the subject procurement with Pakistan nationality.


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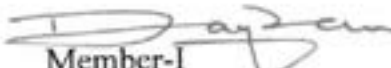

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SECTION- V:

EVALUATION CRITERIA

1. A Proposal determined as not substantially responsive will be rejected. Service Providers need to fulfill all the Eligibility/Minimum- Qualification Criteria in accordance with the relevant provisions of Evaluation Criteria in addition to substantive compliance.
2. The Service Provider must submit bid on EPADS, date and time specified in the PPRA'S website and advertisement. Bids that are not submitted in time shall be treated as non-responsive and shall be rejected straightaway.
3. Proposals will be evaluated on the Most Advantageous Bid technique.
4. Service Provider not conforming to the eligibility and mandatory requirement shall not be considered for further evaluation.
5. The contract will be awarded to the **"Most Advantageous Service Provider"** after meeting all other requirements mentioned in this document as specified in bidding documents and signing of all required documents, forms and Pact.
6. The evaluation criteria will be determined strictly with compliance of Schedule of Requirements and Price Schedule.


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Eligibility Criteria

The criteria specified below is mandatory and must be fulfilled by the Service Provider. Non-compliance to any of the clauses below shall result in rejection of the Proposal.

S.No	Minimum Qualifications Criteria	Documentary proof to be submitted
1)	The Service Provider shall be incorporated under the provisions of Companies Act, 2017 for the last five years or more. Or a statutory organization like SECP, Registrar of Firms etc and must be registered for sales tax and Income tax with FBR and Provincial revenue authorities and should be on the active taxpayer list of any/every applicable taxpayer list. Or a Registered Supplier.	Certificate of Incorporation, STRN, NTN and others required Certificates.
2)	Valid License Certificate from provincial food authority for providing Catering Service (Food).	License Certificate/Valid Registration

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Financial Stability		
3)	The Service Provider shall have an average annual turnover of at least 20 Million PKR for the last three financial years. The average turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company (ies) etc.	Audited Financial Statements/ Annual Return or statutory auditor certificate specifying the net worth for the specified year.
Experience		
4)	Service Providers shall have at least 05 years of experience of providing Catering Service (Food) and shall have delivered the Services.	Certificate of Services provided.
5)	Number of Client in the last three years shall be Minimum 5.	Work Order/ Signed Copy of Contract/ required to be furnished.
Resources		
6)	The Service Provider shall have a Maximum resource person for rendering the required Services.	Details of the Persons must be provided.
Office Location		
7)	The Service Provider shall have an office in any province or ICT, Islamabad in Pakistan.	To be established from SECP Documents
Non-Blacklisting Declaration		
8)	The Service Provider shall not be blacklisted by any procuring agency in Pakistan as well as by any international organization in last 5 years.	Undertaking by the Service Provider on Stamp Paper.

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Schedule of Requirements

فہرست کھانا ناشتہ چائے				
سیریل نمبر	آیام	ناشتہ	دوپہر کا کھانا چائے	شام کا کھانا چائے
01	جمعہ	آلو، بھجیا، پرائیڈ چائے	چھاتی، دال چنہ چائے	چھاتی، آلو تھور چائے
02	منگل	پرائیڈ، آلو، خاکیہ چائے	چھاتی، بھجن کری فروٹ چائے	چھاتی، بھیس بڑی چائے
03	بدھ	پرائیڈ، پنے چائے	چھاتی، دال ماش چائے	چھاتی، بھجن بھجور چائے
04	جمعرات	پرائیڈ، چائے، آلو، آٹھ	چھاتی، بھری سیوٹ چائے	چھاتی، بھیس کری چائے
05	جمعہ	پرائیڈ، چائے، ایلٹ	چھاتی، بھجن قورمہ چائے	چھاتی، بھیس بڑی سیوٹ چائے
06	ہفتہ	پرائیڈ، چائے، آلو، بھجیا	چھاتی، دال مونج، فروٹ چائے	چھاتی، بھجن قورمہ چائے
07	اتوار	ٹکٹ، چھاتی، پنے ملوہ چائے	چھاتی، بھجن کری چائے	چھاتی، بھجن بڑی، بھری چائے
★				
روزانہ کھانا، ناشتہ اور چائے فراہمی کے اوقات کار				
	صبح	دوپہر	شام	
	6:30 سے 7:30 ناشتہ	12:30 سے 1:30	7:30 سے 8:30	

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Price Schedule

Price schedule of the food items listed below shall be provided with additional column, If needed.

فہرست کھانا ناشتہ چائے				
سیریل نمبر	آٹام	ناشتہ	دوپہر کا کھانا چائے	شام کا کھانا چائے
01	5	آلو، بھجیا، پراٹھا چائے	چھاتی، دال چنہ، چائے	چھاتی، آلو، قورمہ چائے
02	سنگل	پراٹھا، داٹھ، سناکیتہ، چائے	چھاتی، بھجن کری، فروٹ چائے	چھاتی، بھجن کری، چائے
03	برہ	پراٹھا، چنے، چائے	چھاتی، دال ماش، چائے	چھاتی، بھجن کری، چائے
04	بھجرات	پراٹھا، چائے، آلو، انڈا	چھاتی، سبزی، سیوٹ، چائے	چھاتی، بھجن کری، چائے
05	بھج	پراٹھا، چائے، بالیٹ	چھاتی، بھجن قورمہ، چائے	چھاتی، بھجن کری، سیوٹ، چائے
06	بھج	پراٹھا، چائے، آلو، بھجیا	چھاتی، دال موکھ، فروٹ، چائے	چھاتی، بھجن قورمہ، چائے
07	آلو	شنگ چھاتی، چنے، طوطہ چائے	چھاتی، بھجن کری، چائے	چھاتی، بھجن کری، بھجن کری، چائے
★				
روزانہ کھانا، ناشتہ اور چائے فراہمی کے اوقات کار				
	صبح	دوپہر	شام	
	6:30 سے 7:30 ناشتہ	1:30 سے 12:30	7:30 سے 8:30	

Note:

- The price quoted shall be for three meals daily for 135 Rangers in Pak Rupees i.e. inclusive of all applicable Federal/Provincial/ICT and other taxes per annum.
- The number of meals can be increased / decreased as and when required.
- Please indicate the total cost as tabulated below.

Total Amount of bid Per Annum in Figures _____
Total Amount of bid Per Annum in Words _____
Signature of authorized person _____

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SCOPE OF WORK

The RTO, Peshawar intends to acquire Catering Service (Food) for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building, Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar on a need basis. The Service Provider shall be responsible for provisioning of Catering Service (Food) in three shifts i.e Morning (Breakfast), Afternoon (Lunch with four chapati- Wheat and Tea) and Evening (Dinner with four chapati- Wheat and Tea) per head for 135 Rangers personnel as per Schedule of Requirements. The Supplier shall be responsible for the provision of the food items to the desired locations within KPK. No extra payment will be made in this regard. The Service Provider shall provide the food items i.e. Break Fast at **06.00 am to 07.30 am**, Lunch at **12.30 pm to 01.30 pm** and Dinner at **07.30 pm to 08.30 pm** along with three times tea arrangement (Breakfast, Lunch, and Dinner) properly packed in fresh and hot condition and in disposable crockery.


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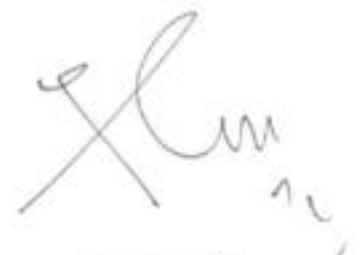
Responsibilities:

In addition to the Services to be performed by the Service Provider, he shall provide at no additional cost to the specified and other locations within KPK falling in the jurisdiction of RTO, Peshawar including transportation, wages, Replacement of stale food and any other as necessary to adequately obligation.

- a) The Service Provider is responsible for ensuring that all its foods items are fresh, hygienic, non-infectious and free from all kinds of germs etc and healthy in all respects for human consumption.
- b) The Service Provider is an independent contractor and is accordingly fully responsible for any accident or injury to his worker and agrees that neither the RTO, Peshawar nor any of its personnel shall be held liable for either of the above in any manner.
- c) The Contractor/ Service Provider shall not in any manner indulge in any unionism nor have any linked activity with RTO, Peshawar employees for price or any other cost etc.
- d) The Contractor/ Service Provider shall not in any case communicate with the RTO, Peshawar management regarding their Service matters.


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SECTION VI:

Proposal Submission Sheet

Date: _____

Contract: _____

No.: _____

To:

I/We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the RFP document.
- (b) I/We offer to provide Catering Service (Food) in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements:
- (c) Our Proposal shall be valid for a period of ____ Year from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of 10 Percent of the Contract Price for the due performance of the Contract.
- (e) The rates quoted by us are fixed valid initially for one year and binding upon us for the entire period of contract.
- (f) I/We are not participating, as Service Providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document.
- (g) Our Service Provider, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Name _____

In the capacity of

Sign _____

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

Date _____

Chairman

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Form of Bid Security

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

Beneficiary: *[insert amended Address of Procuring agency]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

I/We have been informed that *[insert name of the Service Provider]* (hereinafter called "the Service Provider") has submitted to you its proposal dated *[insert date]* (hereinafter called "the Proposal") for the execution of *[insert name of contract]*.

Furthermore, I/we understand that, according to your conditions, proposals must be supported by a Bid Guarantee. At the request of the Service Provider, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the proposal conditions, because the Service Provider:

- (a) has withdrawn its Proposal during the period of Bid validity specified by the Service Provider in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the Procuring agency during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITSP.

This guarantee will expire:

(a) if the Service Provider is not the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and

(b) if the Service Provider is not the successful Service Provider, upon the earlier of:-

(i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.

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

Name:-

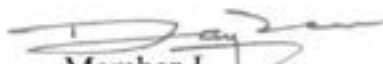
In the capacity of:-

Signed:-

Duly authorized to sign the Bid Security for and on behalf of:-

Date:-


Chairman


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Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

I/We, the undersigned, offer to provide the Catering Service (Food) s for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date]

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes.

Our Financial Proposal shall be fixed for one year.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

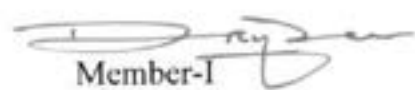
In the capacity of: _____

Address: _____

E-mail: _____

Phone: _____


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Part-B**GENERAL CONDITION OF CONTRACT****A- GENERAL****Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country.
- (a) "Department" means: -
- i. any Ministry, Division, Department or any Office of the Federal Government.
 - ii. any authority, corporation, body or organization established by or under Federal Law or which is owned or controlled by the Federal Government.
- (b) "The Contract" means an agreement enforceable by law;
- (c) "The Services" means the Service to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider's Proposal.
- (d) "Ancillary Services" means those Services ancillary to the provision of Services, such as availability and provision of all items mentioned in the document etc.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the special conditions of contract by which the GCC may be amended or supplemented.
- (g) "Day" means calendar day unless indicated otherwise.
- (h) "Effective Date" means the date on which this Contract comes into force and effect.
- (i) "The Service Provider" means the individual whose proposal to provide the Services has been accepted by Procuring Agency;
- (j) "The Allocated Site," where applicable, means the place or places named for running of the Services.
- (k) "Government" means the Government of Pakistan.
- (l) "Local Currency" means the currency of Pakistan.
- (m) "In Writing" means communicated in written form with proof of receipt.
- (n) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;

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	(o) "Foreign Currency" means any currency other than the currency of the country. (p) "Party" means the Regional Tax Office, Peshawar or the Service Provider, as the case may be, and "Parties" means both of them. (q) "Service" means Services other than goods or works; The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified by the procuring agency
Language	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Provider and the Regional Tax Office, Peshawar, shall be written in English language unless otherwise stated in documents.
Notices	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, or facsimile to such Party at the address specified in the bidding documents.
Location	The Services shall be performed at such locations as Procuring Agency may approve and as specified in the documents.
Authorized Representatives / Authority of Member in charge	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Procuring Agency or the Service Provider may be taken or executed by the Service Provider specified in documents.

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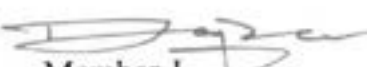
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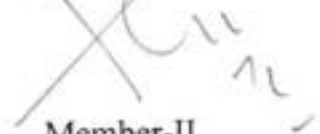
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B- Commencement, Completion, Modification, and Termination of Contract

Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as may be stated in documents.
Commencement of Services	The Service Provider shall confirm the availability of staff for carrying out the Services not later than the number of days after the effective date as specified by Procuring Agency.
Program	Before commencement of the Services, the Service Provider 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 by the Procuring Agency.
Starting Date/Expiration Date	The Service Provider shall start carrying out the Services within three days after the date the contract becomes effective, or at such other date as may be specified in documents. Unless terminated earlier pursuant hereof, this contract shall expire at the end of such time period after the effective date as specified in contract.
Entire Agreement	This contract contains all covenants, stipulations and provisions agreed upon 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.
Force Majeure	<u>Definition</u> For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. <u>No Breach of Contract</u> 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. <u>Extension of Time</u> Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. <u>Payments</u> During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider 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. All payments will be made as per Federal Government Policy and the release of budget


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Termination	<u>By the Procuring Agency</u> 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 Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension. (b) If the Service Provider becomes (or, if the Service Provider 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. (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings. (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. <u>By the Service Provider</u> The Service Provider 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. (a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue. (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Procuring Agency fails to respond to the outstanding dues. (d) 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 a longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.
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C- Obligations of the Service Provider

General	Standard of Performance - The Service Provider shall perform the Catering Services (Food Supply) 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, materials and methods. The Service Provider shall always act, in respect to any matter relating to this contract or to the Services, as a faithful Services provider and adviser to the Regional Tax Office, Peshawar, and shall at all times support and safeguard the Procuring Agency's interests. - The Service Provider should provide qualified and experienced staff to carry out the required Services. Law Applicable to Services The Service Provider 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 its compliance.
Service Provider's Actions Requiring Regional Tax Office, Peshawar's Prior Approval	The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: - Changing the Program of activities; and - Any other action that may be specified in documents.
Performance Guarantee	The Service Provider shall furnish the Performance Guarantee in the shape of CDR/ Pay Order/ Demand Draft/ Bank guarantee with contract form. The proceeds of the Performance Guarantee (10% of the contract amount) shall be payable to the Procuring Agency as compensation for any loss resulting from the Services provider failure to complete its obligations under the Contract. The Performance Guarantee shall be denominated in the currency or in a freely convertible currency acceptable to the Procuring Agency and shall be in the acceptable form as specified in documents. The Performance Guarantee shall be charged by the Procuring Agency and returned to the Services provider not later than thirty (30) days after the end of contract.
Fraud and Corruption	The Procuring Agency requires the Services provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.
Sustainable Procurement	The Service Provider shall conform to the sustainable Service's contractual provisions.

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D- Service Provider Description

Description of Services	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of Catering (Food).
Removal and/or Replacement of Personnel	Except as the Procuring Agency may otherwise agree, no changes shall be made to the Service of food items. If, for any reason, beyond the reasonable control of the Service Provider, it becomes necessary and with mutual consent the Service Provider shall provide as a replacement with food of equivalent or better standards. If the Procuring Agency finds that any of the food items have reasonable cause to be dissatisfied with the performance of the Service Provider, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement of standard food acceptable to the Procuring Agency. The Service Provider shall have no claim for additional costs arising out of or incidental replacement of food.

E- Obligations of the Procuring Agency

Assistance and Exemptions	The Procuring Agency shall make its best efforts to ensure that the Government shall provide possible assistance as and when required.
Services and Facilities	The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of the Services free of charge, the Services and facilities described in the Terms of Reference.


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F- Payments to the Service Provider

Contract Price		The price payable shall be in Pakistani Rupees.
Terms and Conditions of Payment		Payments will be made to the Service Provider according to the payment subject to the availability of funds and the release policy of the Federal Government issued from time to time and as per the actual invoice submitted by the Service Provider. Payment / Price will remain same till end of contract as per agreement according to Price Schedule.
Currency of Payment		Any payment under this Contract shall be made in the Pakistani currency (ices).

G- Quality Control

Identifying Defects		The principle and modalities of Inspection of the Services shall be checked by the Procuring Agency of the Service Provider's performance and notify him of any Defects that are found. Such checking should not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider 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 bidding document.
Correction of Defects, and Lack of Performance Penalty		The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended on the desire of a procuring agency within the length of time. If the Service Provider 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 Service Provider will pay this amount, and a Penalty for Lack of Performance.

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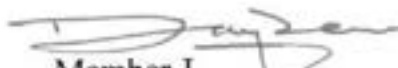
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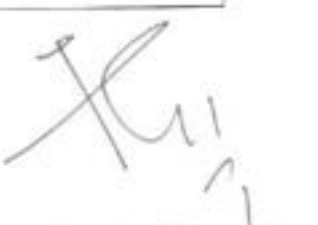
SPECIAL CONDITIONS OF CONTRACT

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

Number of SCC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Applicable/Governing Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
2.	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.
3.	Notices: The addresses for the notices are: The Commissioner (IR) Chairman Departmental Procurement Committee, RTO, Jamrud Road, Peshawar Ph# 091- 9216078, 9216401 The Contractor/ Service Provider: <i>[Name, email, address and telephone number]</i> . The Contractor/ Service Provider's Representative(s) <i>[Name, address, telephone number and e-mail address]</i>
4.	The Authorized Representatives are: For the Regional Tax Office, Peshawar: The Commissioner (IR) Chairman Departmental Procurement Committee, RTO, Jamrud Road, Peshawar Ph# 091- 9216078, 9216401 For the Service Provider: Name: _____ Designation: _____ Address: _____ Email: _____ Phone/Mobile No: _____
5.	Effectiveness of the contract The effectiveness of Contract shall take place from the date of signing of contract by procuring agency.
6.	Commencement of Services: The Contractor/ Service Provider shall provide Catering Service (Food Supply) from signing of contract.


 Chairman


 Member-I


 Member-II

7.	Expiration of Contract: The time period shall be initially for one year from the date of signing the contract agreement and may be extended for further period on the same terms and conditions subject to the consent of both parties.
8.	Termination: In the event of termination of the contract due to any reason, the Service Provider shall be responsible for providing to Procuring Agency the Services till the time of end of first year. The termination shall be considered by the committee after completion of one term.
9.	Conflict of Interest: The Procuring Agency reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing Services due to a conflict of the nature described.
10.	Liquidated Damages: If the Service Provider 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 Service Provider shall pay to Procuring Agency as Liquidated Damages at a rate of 0.1% to 5% of the performance guarantee of the contract amount, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by Procuring Agency.
11.	Performance Guarantee: The amount of performance guarantee shall be 10% of the contract amount in shape of the CDR/ Demand Draft/ Pay Order/ Bank Guarantee.
12.	Payment terms: Payment will be made to the Service Provider against the procured Services according to the actual invoice submitted by the Service Provider against the Services provided and as per the available budget and release policy of federal government for the financial year 2026-27.
13.	Currency of Payment: All the payment to be released to the contractor/ Service Provider shall be in Pakistani Rupees.
14.	Identifying Defects: The Agency reserves the right at any time to inspect the premises of the Services provider to inspect and monitor the Services being provided. Defects if any will be identified by Procuring agency for redressal within the specified period.

Chairman

Member-I

Member-II

SECTION-IX:

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between RTO, Peshawar (Federal Department) of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Agency invited Proposals for provision of Catering Services, viz., [brief description of Services] and has accepted a Proposal by the Service Provider for the provision of Catering Services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSED 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:-
 - (a) form of Contract;
 - (b) Form of Proposals and the Price Schedule submitted by the Service Provider;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) Special Conditions of Contract;
 - (f) General Conditions of the Contract;
 - (g) Procuring Agency's Letter of Acceptance/Offer Letter
 - (h) Other if, mentioned in bidding documents
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide Catering Services (food) and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Chairman

Member-I

Member-II

4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of Catering Services.

IN WITNESS where of 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)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

1. Witness to the signatures of the Service Provider:

Name: _____

CNIC: _____

Signature: _____

2. Witness to the signatures of the Service Provider:

Name: _____

CNIC: _____

Signature: _____


Chairman


Member-I


Member-II

Performance Guarantee

To: *[name of Procuring Agency]*

WHEREAS *[name of Service Provider]* (hereinafter called "the Service Provider")

has undertaken, in pursuance of Contract No. *[reference number of the contract]*

dated *[insert date]* for provision of Catering Services (hereinafter called

"the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the

Service Provider shall furnish you with a Bank Guarantee (10% of the contract

amount) by a reputable bank for the sum specified therein as Performance Security

for compliance with the Service Provider's performance obligations in accordance

with the Contract.

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on

behalf of the Service Provider, up to a total of *[amount of the guarantee in words and*

figures], and we undertake to pay you, upon your first written demand declaring the

Service Provider to be in default under the Contract and without cavil or argument,

any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without

your needing to prove or to show grounds or reasons for your demand or the sum

specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution] [address] [date]

Chairman

Member-I

Member-II

INTEGRITY PACT

DECLARATION OF TAXES/DUTIES FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIER OF CATERING SERVICE PROVIDER CONTRACTS

Contract _____

Dated _____

Contract Value: _____

[To be filled in at the time of signing of Contract] Contract Title:-----

[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 or any administrative subdivision or Department thereof or any other entity owned or controlled by Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of supplier] represents and warrants that it has fully declared the taxes and duties paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government, 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

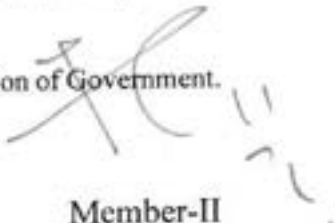
It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Government under any law, contract or other instrument, be voidable at the option of Government.



Chairman



Member-I



Member-II

Notwithstanding any rights and remedies exercised by Government in this regard, [name of supplier] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government 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 Government.

Procurement Agency.

Name and address of Procuring Agency	Signature of the Officer	Stamp of the Authorized Officer

Supplier's Detail:

Name and address of Supplier	Signature of the Supplier /Authorized representative	Approved/ Authorized Stamp of the Supplier

Chairman

Member-I

Member-II

CONTRACT AGREEMENT
(Terms and Conditions)

WHEREAS to serve Catering Service for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building, Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar. The First Party, Regional Tax Office, Peshawar hired the Service today _____.

AND WHEREAS the Second Party, Services Provider is engaged in the business offering such Services through its Catering Services concept.

AND WHEREAS on the said representations of the Second Party, the First Party has accepted the offer of the Second Party and agreed to permit the Second Party to provide Service on the terms and conditions recorded hereunder:

NOW THIS AGREEMENT WITNESSES AS UNDER:

The Contract is effective from date of signing of contract and issuance of award letter. This will be valid initially for period of one year.

Both parties are bound to abide by the following terms & conditions of the Contract Agreement:

1. In case of any penalty / fine imposed by any food authority or any other organization, contractor shall be bound to pay or may be deducted from its/his performance guarantee against any kind of penalty / fine imposed by the authorities.
2. The contractor shall be bound to use branded and valid Cooking Oil, Ghee, Tea, fresh vegetable edible food items.
3. Any stale food found should not only attract penalty but also liable for termination of the contract agreement before end of contract period.
4. The Service Provider shall maintain the government standard weight of chapatti of wheat as prescribed by the government.
5. The Contractor shall abide by the instructions issued by the RTO. The Contractor is not permitted to alter the programme of schedule Services without the approval of the Procuring Agency.
6. In case of breach of contract agreement, the matter shall be referred to authorized committee for early resolution.
7. RTO reserves the right to cancel this contract at one month's notice, and this notice shall not be liable to be challenged in any court of law.

FIRST PARTY	SECOND PARTY
Signature _____	Signature _____
Name _____	Name _____
Designation _____	In a Capacity: _____
Stamp _____	Stamp _____
Address _____	Postal Add _____
Phone _____	Phone _____
 Chairman	 Member-II

Member-I

INSTRUCTIONS TO BIDDERS/SUPPLIER

This Tender document shall be used for submission of Competitive Bidding for Provision of Supply of Food Services including provision of Halal Food, edible items for 135 Ranger Personnel deployed for the security of the Officers/Officials at Main Building, Peshawar and Monitoring Staff posted in GLTs located at Districts Mardan, Swabi and other locations (on need basis) falling in the jurisdiction of RTO, Peshawar. Interested Bidders can download bidding documents from PPRA's website online (<https://eprocure.gov.pk/>) on or before closing of the bid as scheduled along with submission of bid security of 2% of the estimated cost of bid (per annum) in shape of pay order / bank draft/CDR to be drawn in the name of DDO, Regional Tax Office Peshawar and hard copy of the pay order/ bank draft/ CDR should be submitted to RTO before closing of bid. Advertisements can be downloaded from PPRA's website. The most advantageous bid shall be accepted as per detailed criteria prepared and made part of applicable documents pertaining to applicable rules, EPADS Regulations, SROs, instructions and policies amended from time to time.

Schedule for opening the bids is as under for information of all interested bidders: -

2. **DATE, TIME & VENUE FOR SUBMISSION OF BIDDING DOCUMENTS**

Name of Procuring Agency:	RTO, Peshawar.
Last date for submission:	30.10.2026 at 11:00 AM
Opening Date & Time:	30.10.2026 at 11:30 AM
Opening Venue:	Conference Hall, RTO, Peshawar
Contact Person:	Deputy Commissioner-IR Member Departmental Procurement Committee
Phone No:	091-9216078- 9216401


Chairman


Member-I


Member-II

TERMS & CONDITIONS FOR CONTRACTOR/ SERVICE PROVIDERS
FOR PROVISION OF CATERING SERVICE (FOOD).

Single Stage-One Envelope Bidding Procedure specified in the Public Procurement Rules,2004, SROs, EPADS Regulations and applicable laws shall be followed.

Each bid shall comprise of one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

During the evaluation, no amendments in proposal shall be permitted.

The bidder should quote rates clearly in proposals for each item inclusive of all applicable taxes.

Bid Security/Earnest money amounting @ 2% of the estimated cost of the bid in shape of pay order/ bank draft/ CDR to be drawn in favor of Drawing & Disbursing Officer, RTO, Peshawar required to be submitted with proposals online and hard copy of the same should be submitted to RTO before closing of bid.

Earnest Money of un-successful bidder shall be returned after award of contract to the successful bidder warranted under PP-Rules,2004.

Performance Security amounting @10% of the contract amount shall be provided by the successful bidder in the shape of Demand Draft/ Pay Order/ CDR/ Bank guarantee in the name of DDO, RTO, Peshawar at the time of signing of contract and shall be valid for a period of one year.

An affidavit on legal stamp paper (original) shall be provided by the bidder that he/she is not blacklisted from any Government/Semi Government/Autonomous/Semi-Autonomous/ Public sectors organization and other institutions.

The Supplier/ Service Provider must have experience of Five (05) years as Food Supplier in a government/ semi government /autonomous/semi-autonomous / public sector/universities etc with documentary proof (detail of contract period and completion etc).

The contract shall be awarded initially for a period of a year.

Bid shall be submitted inclusive of GST and all other Federal and Provincial applicable taxes.

The Supplier/ Service Provider shall be bound to start supply of food within three days of the receipt of award letter.

The Contractor/ Service Provider shall not charge any extra amount in shape of Service charges i.e. waiter commission, transportation etc and shall strictly observe meal delivery timings.

The Service Provider shall hire staff on his own responsibility and RTO shall not interfere in the hiring of staff for Catering Service. The staff hired by the Service Provider shall be medically fit, free of contagious diseases, bearing good moral character and be a polite person.


Chairman


Member-I


Member-II

In case of any penalty/ fine imposed by any food authority or any other authority, the Service Provider shall be bound to pay such penalty/ fine. Further, the Service Provider shall also be liable to pay his outstanding dues/penalty/fine in case the contract agreement becomes revoked for any reason. In case of failure to deposit the outstanding liability, the amount shall be recovered/ collected from his performance guarantee already deposited to procuring agency.

In case of non-payment and production of clearance certificate from the claimant, the amount shall be deducted from Performance Guarantee and dues shall be paid to the concerned authority.

The contract shall be entered into force initially for a period of one year and may be extended for further period on the same terms and conditions subject to the consent of both parties. The contract shall not be revoked during the one year of execution of contract. However, in case of unavoidable circumstances the Service Provider shall inform the procuring agency 30 days prior notice. In case of failure to follow, the Service Provider shall have to surrender the performance guarantee, and he shall not be entitled for refund of the Performance Guarantee made to Procuring Agency. However, Procuring Agency shall reserve the right to revoke the contract with advance notice of one month period without assigning any reason(s)

The Service Provider shall abide by all Government laws; Rules amended from time to time in connection with the provision of food supply Services.

The Successful Contractor/ Service Provider shall use only printed invoices showing their NTN, GST and KPRA registration Number allotted by Federal/ Provincial Authorities (if any). Completion of other legal documents required for running such Services shall be the sole responsibility of the Supplier/ Service Provider.

RTO reserves the right to accept or reject any or all bids as per rule-33 of PP-Rules, 2004.

Supplier's Liabilities.

- i. Keeping the food in perfect hygienic conditions, neat & clean.
- ii. Arrangement of disposable Crockery.
- iii. Availability of Manpower for timely supply of Catering Services.
- iv. Wages to his employees as per applicable Government Rules/Policies.
- v. Provision of food menu for inspection as and when required by RTO, Peshawar.


Chairman


Member-I


Member-II

CONSTRUCTION EXPERIENCE

Form EXP - 4.1 General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements]

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.