



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 02/18-19

RE-INVITATION TO BID

The Securities and Exchange Commission of Pakistan invites sealed bids from well reputed and financially sound contractors based in Pakistan for

Hiring of Cafeteria Services (Lunch Boxes Arrangement) for Karachi Office.

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement(s) are available for the interested bidders from the undersigned and can also be downloaded from www.secp.gov.pk/procurement free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before November 30, 2018 at 1500 Hrs and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 021-99213423 /4
Email : deepak.jewani@secp.gov.pk Office Hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)
Securities and Exchange Commission of Pakistan
4th Floor, SLIC # 2, Wallace Road, Karachi.

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 01/18-19**
2. Bids are invited for **“Hiring of Cafeteria Services (Lunch Boxes Arrangement) for Karachi Office.”** through **SINGLE STAGE ONE ENVELOPE METHOD**, initially for a period of 01 year, extendable to any period mutually agreed.
3. **The Procurement Agency is:**

Securities and Exchange Commission of Pakistan

4th Floor, SLIC # 2, Wallace Road, Karachi.

4. The relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: www.secp.gov.pk/Procurement.asp
5. **Pre Bid Meeting:** In order to obtain full understanding of the TORs/requirements, a meeting of the bidders is scheduled on **November 20, 2018 at 1000Hrs** at SECP Karachi Office.

Karachi office Address: 4th Floor, SLIC # 2, Wallace Road, Karachi.

6. Clarification if any on the technical requirement may also be obtained by sending an email to deepak.jewani@secp.gov.pk
7. Bid Validity period should be 90 days.
8. **The successful bidder will submit performance security of Rs. 20,000/- as a contract security and it will be released after 01 month of expiry of the contract.**
9. All pages of bid must be signed and stamped by the bidder.
10. The amount of the bid shall be in Pak Rupees.
11. The Commission does not pledge to accept the lowest bid and reserves the right of accepting full or part services offered and bidders should supply the same at the rates quoted by them.
12. Bidders must be registered with sales tax department, having national tax number (NTN) (if applicable). Interested bidder must submit proof of NTN and GST with the bid. Successful bidder should clearly indicate the NTN and GST Numbers in the invoice.
13. Taxes and duties will be deducted as per Government rules. Bid shall be submitted inclusive of all GoP taxes.
14. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
15. The language of the bid is English and alternative bids shall not be considered.
16. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.

17. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
18. Prices quoted shall correspond to 100% of the requirements specified, and inclusive of all costs.
19. The rates must be quoted strictly in accordance with our documents and Annex(s). In the event of non-acceptance of offer no intimation will be given to the individual bidder.
20. SECP shall disqualify a bidder if it finds at any time that the information submitted by the bidder concerning its qualification was false and materially inaccurate.
21. Bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted. Unsealed bids will not be entertained / received.
22. Place of destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, SLIC #2, Wallace Road, Karachi.
23. The envelopes shall bear the following additional identification marks:

Bid for: **“Hiring of Cafeteria Services (Lunch Boxes Arrangement)
for Karachi Office.”**
Bidder Name: XYZ Firm
Attention: **Deputy Director** Admin, 4th Floor, SLIC #2, Wallace Road,
Karachi.

24. **The deadline for the submission of bids is:**

Date: November 30, 2018
Time: 1500 Hrs.

25. **The bid opening shall take place at:**

Securities and Exchange Commission of Pakistan
4th Floor, SLIC #2, Wallace Road, Karachi.
Date: November 30, 2018
Time: 1530 Hrs

26. A statement **“(Do Not Open Before 1530 Hrs on November 30, 2018)”** shall be clearly mentioned on the top of the sealed bid.
27. Each bid shall have both Technical and Financial proposals. Weightage of Technical and Financial proposals will be 50% and 50% respectively. The bidder obtaining highest marks combining both Technical and financial proposals will be awarded the contract.
28. Evaluation criteria for each bid are given in the technical proposal. Minimum threshold for qualifying in the technical proposal is 60%.
29. Evaluation criteria of financial proposal is as under:
Financial Score = 50x

Amount quoted by the lowest bidder for Lunch boxes (Single Meal including low fat meal) in financial bid

Amount quoted by the company whose financial score is to be calculated

30. If two or more bidders obtain equal marks in aggregate, then the contract will be awarded to the one with lowest financial bid.
31. Successful bidder would sign a contract/agreement with the Commission initially for the period of one year, extendable to any period mutually agreed on same terms and conditions i.e rates etc.
32. Services of the successful bidder required (if any) for special events/meetings, rates will be decided with mutual negotiations as per the market rates. However, despite having selected bidder for providing Cafeteria Services, it will not bar the SECP from using the sources other than the selected bidder.
33. Both parties (SECP or service provider) can terminate the contract with the notice of 45 days' period assigning valid reason. The right to accept or reject any offer without assigning any reason is hereby reserved. The decision of the Commission would be final and binding on all matters relating to this invitation.
34. Bids received after the due date and time will not be entertained.

Note:

- **Attachment Details are as under**

- 1. Terms of Reference**
- 2. Sample Agreement**

Annex "A"
Annex "B"

- **If the above Terms & Conditions are acceptable then bids must be submitted well in time and according to the requirements.**

TERMS OF REFERENCE (TORs): Hiring of Cafeteria Services (Lunch Boxes Arrangement) for Karachi Office.

The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.

The Commission is desirous to have a professional, qualified and experienced contractor for Cafeteria Services at its CRO/SRO Office located at Karachi.

Bids are being invited of parties who represent and warrant that they have the requisite expertise and adequate skills to provide the services as required by the Commission.

Sealed bids are accordingly invited from reputable bidders registered with Income Tax and Sales Tax Departments (if applicable) for “Hiring of Cafeteria Services (Lunch Boxes Arrangement) for Karachi Office.” for a period of 01 years for serving lunch to the employees.

General Information

1. The successful bidder will have to bring cooked food in lunch box arrangement as per the agreed menu and serve the same at SECP premise from 12:45 pm sharp.
2. Food will be served for the Officers and Staffs in the Cafeteria as below:
 - For Officers/ Staff Single meal (Plate/s) Serving and Low Fat meals.
3. The lunch of 20 employees (inclusive Officers/staff) per month guaranteed with breakup of 05 low fat and 15 single meals.
4. The payment to the contractor will be made by SECP on monthly basis after receipt of invoice along with verifiable supporting documents.

Working Days:

Lunch will be served on Working Days Only i.e. Monday through Friday, excluding from National Holidays/Holy Month of Ramadan.

Contractor's Liabilities & Responsibilities

- i. Food proper wrapped in lunch boxes of good quality.
- ii. Napkins
- iii. Plastic Spoons etc.

Technical Proposal Requirement & Evaluation Procedure

Description	Marks	Detail
Year of Establishment /Experience (1 mark per year) Min.	7.5	To be provided on Annex-1
Similar Job /Contract (In-hand) (min 01 contract/job will be considered)	7.5	To be provided on Annex-2
Litigation History (5 marks will be awarded to the applicants having no litigation)	5	To be provided on Annex-3
Verification of quality of food and service.	30	To be filled by the Purchase Committee of SECP or Nominees on Annex-4
Total	50	

Note: The above data forms can be verified independently by SECP and any mis-statement by the bidder may result in termination of contract, forfeiture of pending payments along with performance security and black listing of company.

Financial Evaluation Procedure

Description	Maximum Marks
Rates quoted for lunch boxes by the bidder	50
Total	50

Note: Marks will be awarded to the vendors as per the formula stated above.

Bid Form

Lunch Boxes for SECP Employees at Cafeteria

Description	Rate (Rs) Per head Per Month for Lunch boxes inclusive of all taxes (List of menu attached)
Single Meal (Plate/s) inclusive low fat meal Serving for staffs/officers <i>(Number of low fat meals as per requirement)</i>	

Signature _____
With Seal

Menu for Single Meal Lunch boxes (sample)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	Offered Flat Rate Per Person Per Meal
Chicken Biryani	Kari Pakora/Vegetable	Chiken Karahi	Allu Chicken Qeema	Chicken Qorma/Mutton Qorma	
Fresh Salad/Fresh Fruit	Apple Cabbage Salad	Salad/SeasonalFruit	Fresh Salad	Fresh Salad	
Mint Raita	Nan/Roti	Nan/Roti	Nan/Roti	Nan/Roti	

Menu for Single Low-Fat Lunch Associated to Single Meal

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	Offered Flat Rate Per Person Per Meal
Brown Chicken/egg Sandwich with Fresh Salad	Boiled Rice	Chicken Noddeles with Fresh Salad	Gilled Fish	BRB Q Chiken Tikka with Garlic bread Slices	
Chicken Corn Soup	Dal Masoor	Hot & Sour Soup	Garlic & vegetable Rice	Steamed Vegetables	
Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	

Note: Mentioned Menus are samples Menu. Change/modification in Menu will be made with mutual agreement of SECP and Successful bidder.

Experience Record

S. No.	Name of Restaurant/Hotel/ Guest House	Date of Establishment

Note: Proof of Establishment must be attached.

(Signatures, Name & Official Seal)

Details of Projects of Specific Nature (In Hand)

Use a separate sheet for each Client /Contract/Work Order-

1	Name of the Project/Client/Contract /Work Order
2	Name of Organization/Client
3	Organization/Client Address
4	Value of the Contract on Monthly Basis
5	Date of Award
6	Any other detail

Note: Copies of contract awards must be attached.

(Signatures, Name & Official Seal)

Litigation History

Applicant should provide information on any history of litigation or arbitration resulting from projects executed in the last 05 years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

(Signatures, Name & Official Seal)

Verification of Service Quality**Name** _____**Address** _____**Visit date and time** _____

S. No.	Description	Max Marks	Excellent (5)	Very Good (3)	Good (1)	Unsatisfactory
1	Cleanliness & Hygiene of Hall and Kitchen	5				
2	Quality of Food / Raw Material Used	5				
3	Chef / Staff Cleanliness & Hygiene	5				
4	Service Quality including Crockery& Cutlery, Uniform, etc.	5				
Overall Rating						

(Signatures of the Officer (s))

SAMPLE AGREEMENT

AGREEMENT FOR CAFETERIA SERVICES (Lunch Boxes) TO THE S.E.C.P. (SRO, KARACHI

This agreement for provision and supply of food services in lunch boxes is specifically made out as of -----by and between the following consenting parties:-

1. First Party, _____ (hereinafter referred to as the “1st Party/Contractor”) Karachi.

AND

2. Second Party, The Securities and Exchange Commission of Pakistan (S.E.C.P.), 4th Floor State Life Building No.2, Wallace Street Off: I.I. Chundrigar Road, through the Director (hereinafter referred to as the “2nd Party/Client”)

The supply of food agreement i.e. cafeteria services (Lunch Boxes), between the 1st Party / Contractor and the 2nd Party / Client is comprised on the terms & conditions as stated herein below:-

- i) **SERVICES:** Subject to the terms and conditions of this agreement, the 1st party agrees to provide the desired cafeteria and its allied services.

- ii) **POSITION:**

1st party is appointed as the Supplier of food for SECP cafeteria lunch boxes and will commence its services w.e.f. -----

iii) **TERMINATION:**

- a) The 2nd party shall be at liberty to randomly inspect the quality of food and services rendered in the cafeteria lunch boxes by the 1st party. On inspection whereof, if the quality of food and services is found to be sub-standard, unhygienic, or of such a nature, which is both hazardous and not acceptable at all, the 2nd party may, issue a formal warning to the 1st party and make necessary deductions or stop due payment for each negligence on the part of the 1st party, accordingly. Where the aforementioned malpractice still continues, despite issuance of a formal warning, the 2nd party may TERMINATE this agreement forthwith by giving (45) working days prior notice to the 1st party or as the case may be.
 - b) Notwithstanding anything contained in this agreement regarding termination of this agreement either party can terminate the contract before the expiry of stipulated period of 1 year, the said party shall cause to issue one month notice to the other party expressing their clear intention to terminate the contract.
 - c) Instant agreement will stand expired after completion of one (01) year from the date of its commencement; however, the same may be extended with mutual consent of both the parties, subject to quality services provided by the 1st party.
- a. Payment shall be paid to the 1st party on presenting the invoice and the payment shall be done on or before the 10th of every month. Any change in this regard will be applicable to the whole agreement.
 - b. 1st party shall be solely responsible and fully liable for following:
 - i. Clean kitchen utensils and accessories, etc.
 - ii. Quality lunch boxes.

Contractor's Liabilities & Responsibilities

- iv) Food proper wrapped in lunch boxes of good quality.
 - v) Napkins
 - vi) Plastic Spoons etc.
 - i.
- b. The 2nd party shall not be responsible to provide any accommodation to any persons/workers/staff of the 1st party.

- c. No subsidy will be paid to the 1st party during the holy month of Ramazan-ul-Mubarak & Public holidays, as well as when the provision / supply of foods/services are stopped due to any reason, whatsoever.
- d. Rates for special events/meetings shall be decided separately after mutual discussion and negotiations between both the parties and as agreed thereto, accordingly.

vii) **DISPUTE RESOLUTION:**

- a. In case of any dispute or differences, the case will be referred to the Cafeteria Committee formed by the 2nd party for amicable settlement / resolution of the dispute at first stage.
- b. At the 2nd stage the case will be referred to Commissioner (SSD) of the 2nd party.
- c. In the event of failure of amicable settlement of dispute as above, either party of this contract may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 and the rules made thereunder, at Islamabad, Pakistan.

viii) **GENERAL PROVISIONS:**

- a. The performance of 1st party as per terms and conditions given in this agreement and bidding documents (as an integral part of the contract) will be ascertained by the 2nd party.
- b. The 1st party may receive warning(s) from 2nd party incase the quality of desired services is found to be unsatisfactory, unhygienic or unsafe at any stage or level by the 2nd party.

In case of an instance where 2nd party is not willing to consume food for a specific day, written intimation shall be given to the 1st party a day prior by email during the business hours. In case of no information, minimum number shall be charged to the 2nd party. No variation in or modification to the terms of this Contract shall be made, except be a written amendment/modification duly agreed and signed by both the parties hereto.

This Agreement shall be governed by the Laws of the Islamic Republic of Pakistan.

SIGNATURES: The agreement must be read and understood as it is a binding legal document once signed by both the parties.

(Contractor/ 1st party)

**Securities and Exchange Commission of
Pakistan (S.E.C.P.)
(2nd party)**

Witness:-

1. _____
CNIC:

1. _____
CNIC:

2. _____
CNIC

2. _____
CNIC