



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 40/19-20

Re-Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from the professional, qualified and experienced contractor/services providers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for following:

Hiring of Food Services (Lunch Boxes Arrangement) for SECP Head Office, Islamabad

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 are available for the interested bidders from the undersigned free of cost and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **April 06, 2020 by 1030 Hrs** and will be opened on the same day at 1100 Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091 (Ext-437/444) during office hours (Monday to Friday excluding Public Holidays)

Arshad Kamal, Additional Director (Admin)
4th Floor NICL Building, 63 Jinnah Avenue, Blue Area Islamabad.

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number:** TENDER # 40/19-20

2. **The Procurement Agency is:**

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.

3. The Securities and Exchange Commission of Pakistan invites sealed bids from the professional, qualified and experienced contractor service provider based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Hiring of Food Services (Lunch Boxes Arrangement) for SECP Head Office, Islamabad

through

SINGLE STAGE TWO ENVELOP METHOD.

4. Bid shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid.
5. The envelopes shall be clearly marked as “**FINANCIAL BID**” and “**TECHNICAL BID**” in bold and legible letters.
6. The Bid Bond to be enclosed sealed and labelled as “**BID BOND**”, and should be with the Technical bid envelop.
7. **BID Bond should not be ENCLOSED in the envelope of financial bid.**
8. Initially, only the envelope marked “**TECHNICAL BID**” shall be opened publicly. The envelope marked as “**FINANCIAL BID**” shall be retained.
9. After the evaluation and approval of the technical bid, financial bids and bid bonds of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
10. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to **2%** of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan.
11. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.
12. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission. In case bidder is in-active on ATL (Income OR Sales tax) on the date of bid submission/opening then its bid shall be rejected.
13. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
14. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
15. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned

personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>

16. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
17. The bid validity period shall be 150 days.
18. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the Securities and Exchange Commission of Pakistan.
19. The language of the bid is English, alternative bids shall not be considered.
20. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bid.
21. The prices quoted shall correspond to 100% of the requirements specified. 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.
22. The rates must be quoted strictly in accordance with our documents and Annex(s).
23. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
25. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes.
26. The bidders are hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
27. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
28. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes.
29. Selected service provider will have to provide the required services, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to provide services on quoted amount then bid bond/security
30. submitted with the bid will be forfeited in favor of the Commission.
31. Successful bidder shall be bound to provide the required items/services within the delivery period.
32. Penalty: Penalty of ranging Rs.1000/- to Rs.100,000/- for each case can be imposed by Administration department due to non-adherence of quality/quantity and any clause of bidding documents and agreement.
33. In case 1st lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the

contract to 3rd lowest evaluated bidder.

34. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.
35. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
36. **Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.**
37. **Bidder must submit following undertaking/affidavit (on stamp paper of Rs.100), failing which the bid shall be rejected**
 - a. **Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case, legal action is liable on that bidder.**
 - b. **Affidavit that the bidder has never been blacklisted by any Government /Semi Government / any regulatory authority/Autonomous bodies/ National/ International organization.**
 - c. **Affidavit that no legal action has been taken by law enforcement agencies i.e. NAB, FIA etc. against the bidder.**
38. The quantities required may increase/decrease according to SECP requirement.
39. Payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
40. The bid bond/security of successful bidder will be retained and returned after submission of 05% (of the total contract value) performance Bank guarantee. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
41. During the retention period the bid bond/security, no interest / markup will be paid on this amount by Commission to bidder at the time of refund/release of bid bond/security.
42. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
43. The bids received after the due date and time will be rejected.
44. 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 rejected.
45. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
46. Unsealed bids will be rejected.
47. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
48. Clarification if any on the requirements may be obtained from:
 - o arshad.kamal@secp.gov.pk

49. The place of bid destination is:

**Securities and Exchange Commission of Pakistan,
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.**

50. The envelopes shall bear the following additional identification marks:

Bid for: : **Hiring of Food Services (Lunch Boxes Arrangement) for
SECP Head Office, Islamabad**

Bidder Name: : XYZ

Attention : Arshad Kamal
Additional Director, Admin,
4th Floor, NICL Building, 63 Jinnah Avenue Blue Area,
Islamabad

51. The deadline for the submission of bids is:

Date: April 06, 2020
Time: 1030Hrs

52. The bid opening shall take place at

**Securities and Exchange Commission of Pakistan NICL
Building, 63 Jinnah Avenue, Blue Area, Islamabad**

Date: April 06 2020
Time 1100Hrs

A statement “Not to be opened before 1100Hrs on April 06, 2020” shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- | | |
|---|------------------|
| 1. Term of Reference | Annex “A” |
| 2. Technical Proposal Requirement & Evaluation Procedure | Annex “B” |
| 3. Financial Bid Submission Form | Annex “C” |
| 4. Menu (Sample) | Annex “D” |
| 5. Documentary Evidence | Annex “E” |
| 6. Sample Agreement | Annex “F” |

If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

TERMS OF REFERENCE (TORs): Hiring of Food Services (Lunch Boxes Arrangement)
for SECP Head Office, Islamabad

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 intends to have a professional, qualified and experienced contractor for Food Services at its Head Office located at Islamabad.

Bids are being invited or 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 Food Services (Lunch Boxes Arrangement) for Head Office located at Islamabad.” for a period of **03 years** for serving lunch boxes 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 premises from **12:45 pm sharp**.
2. Lunch Boxes will be served to the employees on their respective Floors as per Lunch Form.
3. **70 lunch boxes (for all employees) per day are guaranteed.**
4. Bids must be inclusive of all applicable taxes
5. The payment to the contractor will be made by SECP on 10th of each month after receipt of invoice along with verified duly stamped supporting documents i.e lunch forms.

Working Days:

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

Contractor's Liabilities & Responsibilities

- i. The vendor will be responsible to serve fresh lunch boxes to the employees at HO.
- ii. Food proper wrapped in Food Based lunch boxes of good quality.
- iii. Napkins/Tissues etc
- iv. Food base Plastic Cutlery etc.
- v. Meal must be marked with total Calories
- vi. All the Material used in wrapping must be high quality hygienic

Technical Proposal Requirement & Evaluation Procedure

Description	Marks	Detail
Year of Establishment (Provide proof) (2 mark per year and max marks 10)	10	To be provided on Annex-1
Similar Job /Contract (In-hand) (min 03 contract/job will be considered) 04 marks per contract and max marks 20)	20	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
Having National/International valid certification about Quality of Food Services i.e ISO certification etc (5 mark per Certification and max marks 15)	15	To be provided on Annex-4
Total	50	

Note: Bidders are required to provide proof of mentioned contract(s), failing which ZERO marks will be assigned. 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.

- Bidder securing 35 marks out of 50 shall only be considered qualified for financial evaluation. Qualified bidder quoting lowest price shall be selected for the required services.

Experience Record

S. No.	Name of Restaurant/Hotel/ Guest House/Carving	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)

Certification of Service Quality

Having National/International valid certification about Quality of Food Services i.e ISO certification etc

S. No.	Certification	Name of the Authority/Organization	Date of Issuance

Financial Bid Submission Form

S. No.	Description	Unit Rate (Lump Sum) Per Lunch Box Inclusive of all applicable taxes (Rs.)	Guaranteed Required Qty	Total Price of Lunch Boxes Inclusive of all applicable taxes (Rs.) Per Day
A	Lunch Box Services as per Sample Menu(s)	?	70	?

Method for Calculation of Bid Bond/Security

B. $\text{Annual expense} = 250(\text{days}) \times \text{Total Price of Lunch Boxes Per Day}$
Approximately, Lunch boxes will be served for 250 days in a year, after exclusion of Holidays.

C. Bid Security = 2% of Annual expense

Signature with Seal _____

1-Menu for Lunch boxes (Sample)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Chicken Biryani	Chicken Karahi	Kari Pakora/Mix Vegetable/Daal	Allu Chicken Qeema	Mutton Qorma
Fresh Salad/Fresh Fruit	Apple Cabbage Salad	Salad/Seasonal Fruit	Fresh Salad	Fresh Salad
Mint Raita	Nan/Roti	Nan/Roti	Nan/Roti	Nan/Roti

2-Menu for Lunch boxes (Sample)

Brown Chicken/egg Sandwich with Fresh Salad	Boiled Rice	Chicken Noddeles with Fresh Salad	Gilled Fish	BRB Q Chicken 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 from either samples or new one with mutual understanding of SECP and Successful bidder.

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant documents placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration / Incorporation / Business Certificate			
5	Undertakings/Affidavits			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Original Bidding documents duly signed/stamped			

SAMPLE AGREEMENT

(Terms and Conditions shall be finalized at the time of signing the agreement by both parties)

AGREEMENT FOR FOOD SERVICES (LUNCH BOXES) TO THE SECP HEAD OFFICE, ISLAMABAD

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 (SECP), 4th Floor, NICL Building, 63 Jannah Avenue, **ISLAMABAD**, through the HOD-Administration (hereinafter referred to as the “2nd Party/Client”)

The supply of food agreement i.e. Food 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 Food and its allied services.

- ii) **Lunch Boxes**
Fresh Lunch Boxes shall be served as per the decided menu @ Rs.----- and the minimum confirmed number would be **70**----- . The Contractor shall ensure sufficient food items for the same.

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

- iv) **TERMINATION:**
 - a) The 2nd party shall be at liberty to randomly inspect the quality of food and services rendered in the Food lunch boxes by the 1st party. On inspection whereof, if the quality of food and services is found to be sub-standard, un-hygienic, 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 **(30) 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 3 years, 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 two (03) years 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 the lunch distribution area, utensils, and accessories, etc.
 - ii. Quality lunch boxes.

Contractor's Liabilities & Responsibilities

- vii. The vendor will be responsible to serve fresh lunch boxes to the employees at HO.
- viii. Food proper wrapped in Food Based lunch boxes of good quality.
- ix. Napkins/Tissues etc
- x. Food base Plastic Cutlery etc.
- xi. Meal must be marked with total Calories
- xii. All the Material used in wrapping must be high quality hygienic

- c. The 2nd party shall not be responsible to provide any accommodation to any persons/workers/staff of the 1st party.
- d. No subsidy will be paid to the 1st party during the holy month of Ramadan-ul-Mubarak & Public holidays, as well as when the provision / supply of foods/services are stopped due to any reason, whatsoever.
- e. Rates for special events/meetings shall be decided separately after mutual discussion and negotiations between both the parties and as agreed thereto, accordingly.

v) DISPUTE RESOLUTION:

- a. In case of any dispute or differences, the case will be referred to the Food 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.

vi) 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 in case 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)**

1. _____
CNIC:

1. _____
CNIC:

2. _____
CNIC

2. _____
CNIC