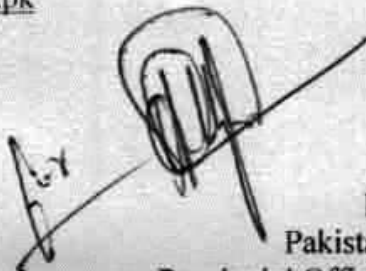


## TENDER NOTICE

Pakistan Bait-ul-Mal (PBM), an autonomous body of the Federal Government is contributing towards poverty alleviation through its various poorest of the poor focused services. Pakistan Sweet Home (PSH) is an important project of PBM for rehabilitation of orphan children. These centers are established at District Peshawar, Mardan, Swat, Shangla, Mansehra, Kohat, Khyber, Bajaur, Bannu, D.I.Khan, Swabi and Haripur. Each center has 100 orphan children (aging 04 to 12 years). PBM invites Sealed Bids from financially sound and active tax suppliers / firms registered with Income Tax and Sales Tax Departments, for provision of **food (Breakfast, Lunch & Dinner etc)** to PSH children. The Bidding document, which contains detailed terms and conditions, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. is available for the interested bidders from office of the Director, Pakistan Bait ul Mal, Provincial Office, Khyber Pakhtunkhwa. Price of the bidding document is **Rs.5000/- Non-Refundable** {as per rule 23 (5) of Public Procurement Rules, 2004} and can be obtained during office hours within **15 days** from the date of publication of this advertisement. Bidding document can also be downloaded from website [www.pbm.gov.pk](http://www.pbm.gov.pk), but its price of **Rs 5000/-** is to be deposited in **NBP Account No. 3011736523 (PBM NIDA Orphanage)** NBP Hayatabad Township Branch Peshawar. **Call Deposits @ Rs. 05 % of total bid rate** in the name of Director, PBM, Provincial Office, Khyber Pakhtunkhwa Peshawar must be attached with the tender form. The Suppliers must bring detail of food items/ menu etc at the time of opening of Tender. The bids prepared in accordance to the instructions given in the bidding document, must reach at below mentioned address on or before 16<sup>th</sup> day of publication of this advertisement by **11:30 A.M.** Proposals will be opened on the same day at **12:00 P.M.** This advertisement is also available on PPRA website [www.ppra.org.pk](http://www.ppra.org.pk)



**Director**  
Pakistan Bait ul Mal,  
Provincial Office, Khyber Pakhtunkhwa  
Syed Zada House, Near Gul Haji Plaza  
Peshawar Inn Hotel, Opp. NBP,  
University Road, Peshawar  
Phone: 091-9218085, Fax: 091-9218154

# **TENDER DOCUMENT**

## **TERM OF REFERENCE (ToRs)**

- 1) Parties to annex the following with the tender form:-
  - i) **Valid Income Tax Registration Certificate**
  - ii) **Valid Sales Tax Registration Certificate**
  - iii) **Profile covering the outlets (if any), clientage, staffing**
  - iv) **Bank Statement of atleast one year showing regular transactions**
  - v) **Rates may be offered on the following format for each PSH District.**

**(PLEASE READ CAREFULLY THE PROCEDURE, RULES, TERMS & CONDITIONS)**

**Number of PSH (District/s) applied for: \_\_\_\_\_ (in figures)**

**Firm / Bidder Name \_\_\_\_\_**

**NTN No. \_\_\_\_\_ Sale Tax Reg. No. \_\_\_\_\_**

**Contact No. \_\_\_\_\_ Email \_\_\_\_\_**

**Address \_\_\_\_\_**

**Signature & Stamp \_\_\_\_\_**

**Date \_\_\_\_\_**

2) **Submission of bids:**

- a) Only cooked food (**breakfast, lunch and dinner**) may be considered for bidding.
- b) Rate to be offered against per Child / per day basis as per standard menu.
- c) Bill to be charged on actual serving per day basis keeping in view the maximum number of kids (**i.e. upto 100**) in each PSH.
- d) Forms at Annex A, B & C may preferably be typed. Unfilled / incomplete filled forms will not be considered for award of contract even if a bidder qualifies in rates.
- e) Contractor can quote rates for one or more Sweet Homes. The bidder party would be selected amongst the bidders after quoting rates for the same District/Station/PSH. **Accordingly CDR / Earnest money may be prepared / fixed against each PSH / centre for which rates have been quoted (please refer to Annex – A, B & C).**
- f) Arithmetical errors will be rectified on the following basis: If there is discrepancy between the unit price 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. If the Bidder does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

3) **PSH Premises:** Food can be cooked in the vicinity of PSH or any near point to the PSH from where food supply / service can easily be done.

- a) In case of usage of PSH premises, the contractor will share the utilities bills i.e. gas, electricity, water etc.
- b) In case of non-availability of natural gas / sui-gas (regular meter), cylinder with gas may be arranged by the contractor on his own cost.
- c) PBM will only provide the dining hall, dining tables and sitting chairs.

4) **Utensils & Cutlery:** Contractor will use arrange utensils (crocery) on his own and keep them readily available in the PSH.

- a) The list of items to be placed in PSH can be acquired from the office of Director PBM KP.

5) **Cleanliness:** The cooking / serving staff will maintain high degree of cleanliness and personal hygiene.

- a) The contractor shall ensure the services of sufficient number of able, trained, efficient, neat & clean (viz., with trim haircut , moustache, nail cut), healthy, honest, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and service areas at his cost.
- b) The contractor should provide the followings:-
  - i) Soap / Soap Oil
  - ii) Hand wash liquids
  - iii) Tissue papers
  - iv) Towels

6) **Food Items & Supply:** The caterer / contractor should arrange for purchases on his own and bear all expenses in connection to such purchases including transportation.

- a) Contractor will use the branded / packed ghee / oil / spices / sugar / pulses etc, which can be checked by the PBM local team from time to time.

- b) Affidavit on stamp paper may be submitted proclaiming serving of cooked (fresh) food three times a day.
  - c) Supply of cooked (fresh) food may be made in accordance to the PSH Menu and scale / specification defined in the tender document.
  - d) Price hikes / rising of rates due to inflation or any other reason will not be considered in the same financial year.
  - e) Menu for Ramadan (Sehar and Aftar) for elderly / adolescent children will be mutually decided by the Incharge PSH, Assistant Director / District Officer and contractor or representative of the Contractor and finally be approved from the Director Provincial Office KP. No additional amount will be paid in this regard.
- 7) **Food Quality:** Quality food serving certificate will be issued by the Incharge PSH and Assistant Director / District Officer (concerned) against each month. The bill will be processed considering the report of PBM team.
- a) In case of any sub-standard or deficient supply of cooked (fresh) food, the concerned contractor shall be liable to face the penalty as proposed by the PBM local team and approved by the competent authority.
  - b) Deduction/s if any shall be made from the outstanding bills or from the security deposit.
  - c) Three warnings / notices will be served to the contractor by Assistant Director / District Officer of the concerned PSH District upon poor service, low standard or stoppage of cooked food (without prior notice of the contractor) with a gap of week time and a final submission shall be made to the Director PBM Provincial Office KP for decision in this regard.
- 8) **Contractor` s Responsibilities:** All liabilities arising out of violation of local laws and / or central laws shall be the contractor` s responsibility.
- a) In case of violating rules and misconduct, replacement of viable serviceman will be carried out by contractor at the earliest. Any offense committed by staff of contractor outside PSH premises will be on his / her own cost and no linkage will be established with PBM staff. While any misconduct inside PSH will not go unnoticed / unactioned.
  - b) The staff members will be the liability of the contractor in case of any accident / injury. PBM will not bear any expense / responsibility. Any damage if made / happened to the property (assets) will be compensated on the cost of contractor` s security deposit.
  - c) The cooking / serving staff will follow the instructions of PSH Incharge. Serving of breakfast / lunch / dinner to be followed in accordance to the schedule available at each PSH as intimated from time to time.
  - d) Cooking / Serving staff of contractor will arrange their own accommodation near to the PSH but not in the PSH.
- 9) **Payment Mechanism:** Payment shall be made to the contractor in accordance to the submission of bills on fortnightly basis subject to availability of funds.
- a) No advance payment shall be made.
  - b) All government taxes are to be paid by the contractor in accordance to the policy and rules set out from time to time. A certificate of tax deduction for the completed financial year or the months of contract executed thereof can be obtained from PBM Provincial Office KP by submitting a written request.

- c) Bill will be processed on actual strength/attendance/serving basis per day. The certificate in this regard would be signed by the Incharge PSH, Assistant Director/District Officer and Contractor/Representative of the contractor.
- d) The said certificate to be considered as part of the bill claimed.

10) **Failure of Performance:** If the qualified / successful bidder fails to sign agreement / contract or stepped back from providing any security of performance to the contract, the procuring agency i.e. PBM will have the right to ordain the forfeiture of earnest money (security deposit) and award contract to the second lowest bidder.

- a) In case of failure to award a contract to a successful bidder / party or all parties fails to comply with terms and conditions described thereon, PBM reserves the right to purchase / hire services from open market to ensure timely provision of food to PSH children.
- b) The contractor may exercise right to abandon the contract by serving Two Months (at least 60 days) advance notice to the Director PBM Provincial Office KP by justifying his / her position. PBM can terminate the contract by serving 30 days prior notice.
- c) In case of violation to the terms and conditions described in the agreement / contract, the procuring agency i.e. PBM KP has the right to declare the concerned firm as BLACK LISTED and forfeit the earnest money / security deposit. A penalty upto maximum of Rs. 500,000/- can be imposed upon the contractor.

11) **Weekly PSH Menu:** Weekly PSH Menu may be viewed at **annex – A**.

- a) Districts for which a bidder / contractor desires to offer his / her bids may be opted at **annex – B**.
- b) Cost of child, children per day, per month & per year may be filled at **annex – C** in accordance to the rates offered for each district.