

2025-26

**AUCTION TERMS & CONDITIONS FOR AUCTION OF
CANTEEN SERVICES INSIDE [INSERT NAME OF
INSTITUTION] THROUGH E-AUCTION PORTAL**



FAST FOOD



RESTAURANT



BLENDER



DINNER IS READY



BREAD



TOASTER



COLD BEVERAGES



MAIN COURSE



MENU



COOKING APRON



CAFE BAR



KITCHEN UTENSIL



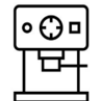
FOOD SERVICE



DRIP COFFEE



COOK



COFFEE MAKER

AUCTION REFERENCE NO

: _____

FINANCIAL YEAR

: _____

**SPECIALIZED
HEALTHCARE & MEDICAL
EDUCATION DEPARTMENT**

PUBLIC AUCTION NOTICE

[Insert Institution Name] invites the interested individuals / firms / companies registered with relevant authorities to participate in auction of its Canteen / cafeteria / tuck-shops for a period of one Year through e-Auction Portal as per following details;

S#	Detail of canteens	Area and location	Closing date for registration of applicants	Date & Time of Auction
1.	Canteen Name	Insert location & area		
2.	Canteen Name	Insert location & area		
3.	Canteen Name	Insert location & area		

- The detailed Terms & Conditions / auction document can be viewed / downloaded from e-Auction Portal [insert PITB portal address here] and the official website of [Insert Institution website detail] / SHC&ME Department website (<http://health.punajb.gov.pk>) immediately after publishing of this advertisement.
- After publication of this advertisement, any interested and eligible individual / firm / company may apply to register itself on e-Auction Portal as per Eligibility Criteria detailed in Auction document. **Hard copies of the applications are not required.** The auction will be processed through e-Auction Portal. The applicants are encouraged to apply for registration on e-auction portal timely before the deadline of submission of applications for registration specified above. The Institution shall not be responsible for any failure on part of applicants to submit the application /requisite information or account of any technical error or internet failure. In case, the information including entries and record submitted on e-auction portal is found corrupt, unreadable or contains virus, such application shall be rejected.
- The information submitted by the applicants for registration will be scrutinized by the auction committee of the Institution and Evaluation result shall be uploaded on the E-Auction portal. Only the applicants declared eligible shall be entitled to participate in the subsequent auction process through e-auction portal at the date and time specified above.
- Reserve Price for this auction is [Insert Reserve Price] for one year.
- The Registered Applicants will be required to furnish Earnest money, which shall be **10% of the reserve price** in shape of **Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque** (issued by a scheduled bank operating in Pakistan), in the name of [Insert DDO of Institution] submitted, in original, in the office of [Insert DDO of Institution] physically within ten days of the announcement of Evaluation result, failing which shall render the applicant ineligible for participation in e-auction. Soft Copy of **Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque** is required to be uploaded on e-Auction Portal.
- In case the closing date of any activity (registration, grievances, Earnest money submission or Auction etc.) related to auction is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the closing date accordingly.
- The auction shall be carried out as per 'Auction Policy 2025' notified by the SHC&ME Department.

[Insert Name, address and contract details of Institution]

INSTRUCTIONS TO APPLICANTS

Note: In case of any conflict between provision of this auction document and Auction Policy 2025, the later shall prevail.

1. Applicant shall be a legally registered entity i.e. sole proprietor, firm or company with the formal intent to enter into an agreement.
2. Applicant must be an active tax payer registered with Punjab Revenue Authority (PRA) & FBR, if applicable.
3. Applicant who is barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would **not be eligible** to participate. The Applicant will submit an e-affidavit in this regard on e-Auction Portal and the original shall be submitted to the institution.
4. The interested individual / firm / company shall upload all the required documents on e-Auction Portal during registration process which will be scrutinized by the e-Auction Committee after last date for submission of applications for registration mentioned in the Public notice.
5. The Applicant shall provide/upload all the relevant documents to substantiate its claim for eligibility for registration. The applicant will be declared Eligible / Ineligible by the committee and the result will be announced on e-Auction Portal.
6. For the purpose of registration and participation in the auction, the interested applicants are allowed to visit the institution / hospital to conduct the survey and relevant assessments.
7. After closing date and time of submission of application for registration, no amendments in the information submitted by the applicant, shall be permitted.
8. **The Applicant must undertake on the stamp paper (PKR 100) the following:**
 - 8.1 We have examined the information provided in your terms & conditions and offer to undertake the work described in accordance with requirements as set out in the Scope of Services.
 - 8.2 The offer has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit offer for this contract.
 - 8.3 We confirm that the submitted **Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque** (issued by a scheduled bank operating in Pakistan) is genuine.
 - 8.4 We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
 - 8.5 We confirm that we are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
 - 8.6 We confirm that we have not been convicted of any offence concerning professional misconduct.
 - 8.7 We confirm that we have not been convicted of corruption, the offence of bribery.
 - 8.8 We agree to bear all costs incurred by us in connection with the preparation and submission of this application and to bear any further pre-contract costs.
 - 8.9 We undertake that firm is not suspended / black listed / defaulter from any Government / Autonomous Institution at any time.
 - 8.10 We have carefully read and accept the auction document along with Terms & Conditions.
 - 8.11 We undertake to pay all applicable taxes imposed by the Government of the Punjab OR Government of the Pakistan at any time during the contract period and will not demand

any extra financial favour from the Institution administration in this regard.

9. Clarifications:

Applicant requiring any clarification of the auction document / terms & conditions may notify the Institution through e-Auction Portal not later than 10 days prior to closing date for submission of applications for registration.

The Institution shall respond to any request for clarification of the documents through e-Auction Portal.

10. Amendment of auction Document:-

At any time prior to the deadline for submission of applications for registration, the Institution, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, may modify the auction document by amendment which shall be uploaded on the e-auction portal.

In order to allow prospective applicants reasonable time in which to take the amendment into account, the Institution at its discretion, may extend the deadline for submission of applications for registration and date of auction by issuing addendum/corrigendum. Any addendum/corrigendum issued shall be part of the auction document and shall be communicated to all the applicants on e-auction portal.

11. e-Evaluation

The auction committee notified by the Institution shall scrutinize the information submitted by the applicants for registration. The eligibility criteria and other requirements defined in the auction document shall be used to evaluate the eligibility of applicants.

Once the institution has completed the evaluation of the applications, it shall announce the result of scrutiny of applications in the form of report clearly defining the status of each applicant as eligible or not eligible **within five days** after closing date of submission of application through e-auction portal.

Only the applicants declared eligible shall be allowed to participate in the subsequent auction process through e-auction portal at a date and time fixed and notified in the advertisement or communicated in advance to the registered eligible applicants.

12. Redressal of Grievance:

Any applicant aggrieved by the decision of Auction Committee may file its grievance **petition** through e-Auction Portal **within 5 days** after announcement of result of evaluation on e-auction portal. The Institution shall constitute a committee, comprising of odd number of persons, with proper powers and authorizations, to address the complaints of applicants that may occur prior to the entry into force of the auction contract. The committee shall investigate and decide upon the complaint within **five (05)** days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the e-auction process.

13. Rejection of offers:

The Institution may reject all the offers at any time prior to the acceptance. The applicants shall be promptly informed about the rejection of the offers, if any.

14. E-Auction:

14.1 The auction shall start at the time as specified in the advertisement

14.2 Only the registered individuals / firms / companies declared eligible by Auction Committee / Grievance Redressal Committee will be able to access the further auction procedure.

- 14.3 The minimum increment for the next higher auction price shall be 1% of the previous price. All participating applicants shall be given 5 minutes, irrespective of the closing time, after each quote.
- 14.4 The contract shall be awarded to the highest financial offer of the eligible applicant subject to reasonability of prices.
- 14.5 **The Applicant shall offer the price exclusive of all applicable taxes.**
- 14.6 The applicant offering the highest price shall be declared successful and will be issued Letter of Award subject to fulfillment of all other conditions and price reasonability.

Post Award obligations and Signing of Contract:

After notification of the award, the successful Applicant shall deliver to the Institution not later than 10 days of the issuance of Letter of Acceptance for signing of the contract;

- a. Stamp duty as per stamp duty act
- b. a performance security in the form / shape of **Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque** (issued by a scheduled bank operating in Pakistan) from any scheduled bank operating in Pakistan of the amount equivalent to 10% of the total contract amount and shall be valid for the contractual period and will be released after the successful completion of the contract period.
- c. One half (1/2) of the contract amount and all the applicable taxes.
- d. The total amount shall be paid as per following detail;

1 st Installment of 50% of contract amount	Within 10 days after issuance of letter of award.
2 nd Installment of remaining period of Contract amount	First week of 7 th Month of contract period

15. Failure to deposit the contract amount/taxes/performance guarantee within the prescribed time (including any extended time period granted by the Institution administration) shall result in cancellation of the award and Earnest money / any other deposit shall stand forfeited beside declaring the contractor as defaulter and Institution administration may opt for re-advertisement.

16. Commencement of Services:

The contractor shall ensure the deployment of Canteen Area completed in all aspects within 10 days from the date of signing of contract.

17. Duration of Contract:

The contract shall be valid for **one year** from the date of signing the contract

18. Properties and Assets:

- a. The contractor may develop the area for canteen purpose after getting approval from auction committee.
- b. Deliver all the assets and properties received by contractor back to the institution after completion of contract and
- c. Get the certification of handing over all the assets and properties to the institution from the Auction Committee.
- d. The Authority reserves the right to shift the allocated area to any other

suitable place or dismantle the same to provide space for development as and when required due to unavoidable circumstances in public interest through a written notice with due time.

- e. All the Fixtures including iron sheds, infrastructure development once installed / fixed will be the property of the Institution/hospital.

ELIGIBILITY CRITERIA FOR REGISTRATION

The **applicants** must fulfill the following basic eligibility criteria (relevant documents to be attached)

1. Applicant shall be a legally registered entity as sole proprietor, firm or company with the formal intent to enter into an agreement. The applicant shall provide Copy of firm registration certificate from registrar firms / SECP. In case of sole proprietor, applicant must be registered in FBR.
2. Valid C.N.I.C
3. Valid NTN, GST, Professional Tax Certificate & PRA.
4. Must be Active Tax payer
5. Valid license from Punjab Food Authority.
6. Joint Venture / Consortium is not permissible.
7. Earnest money of prescribed amount.
8. The Applicant must submit undertaking on the stamp paper (PKR 100) as per specimen, provided in 'Instruction to Applicants'.
9. Proof of active income tax status for last three financial years. (attach last three years income tax returns)
10. Applicant must provide a positive cash flow statement for last three (3) years with minimum average annual turnover **[more than reserve price]** for last 03 financial years dully Supported by Audit report/ Bank Statements.
11. 02 years (or more) experience of running & managing cafe / canteens in 1000 or above bedded hospital. **OR** 02 years (or more) experience of running cafeteria / canteen / food chain / Restaurant in public sector (monitory value shall not be less than 10 million / annum of each award / contract / project)
12. **Valid EOBI Registration where applicable**
13. **Valid PESSI Registration where applicable**

Insert minimum no. of staff registered in PESSI & EOBI]

SCOPE OF SERVICES

The scope of work/services includes, but is not limited to, the following:

1. Food Quality and Standards

1. The Service Provider shall sell only fresh, freshly prepared, and high-quality food items approved by the Canteen Management Committee (CMC) and compliant with Punjab Food Authority (PFA) regulations.
2. Raw materials and ingredients must be from approved brands. Water sold must be from leading brands (Nestle, Aquafina, or Dasani) and approved by CMC.
3. Quality shall be strictly maintained. Substandard food items leading to any health issues will be the sole responsibility of the Service Provider, including compensation and legal liability.
4. Frozen items shall be stored at appropriate temperatures, and cooked and uncooked food shall be stored separately.
5. Expired food products must be immediately removed. Any expired product found within the canteen will result in penalties or contract termination.
6. The Service Provider shall prepare and submit a Standard Operating Procedure (SOP) for food storage to the Institution/hospital for approval.
7. If anyone gets affected by the use of any sub-standard commodities provided by the Service provider neither the institution nor the Hospital shall be responsible for this and it shall be sole responsibility of the Service Provider to pay the compensation etc., to the affected person(s) and face litigation, if any, due to the poor quality of the food/drinks etc

2. Pricing and Subsidized Rates

1. The selling price of food items shall be reasonable, ensuring affordability for hospital employees and attendants.
2. DC rates and printed prices shall be observed and complied.
3. Prices shall not exceed market rates and will be finalized by the CMC within one month of commencement.
4. Market-competitive rates should be implemented, with weekly reports submitted to the CMC and forwarded to the Chief Executive Officer.
5. A standardized rate list shall be displayed prominently at three different locations within the canteen.

3. Hygiene, Cleanliness, and Maintenance

1. The Service Provider shall maintain the canteen, kitchen, and dining areas as per PFA hygiene standards.
2. New porcelain crockery or equivalent, utensils, and furniture shall be provided and maintained. Repairs or replacements must be done within three days.
3. Separate, clearly marked hand-washing areas shall be available.
4. The Service Provider shall ensure regular cleanliness of the cooking and serving areas, furniture, and utensils.
5. A proper waste disposal system shall be maintained in compliance with the Waste Management Rules. Waste shall not be accumulated on rooftops or within the premises.
6. Dustbins shall be placed at every table and emptied hourly.

4. Staffing and Training

1. All canteen staff must be medically fit, properly groomed, and trained in hygiene and customer service.
2. Medical checkups, including lab tests (Hepatitis B, C, HIV, Syphilis), shall be conducted every six months and records maintained by the CMC.
3. Staff shall wear clean uniforms (white attire with head caps) approved by the CMC.
4. A sufficient number of trained personnel shall be available, including a manager, chef, waiters, and cleaners.
5. Security clearance of staff shall be provided.
6. Labour laws shall be observed.

5. Equipment and Infrastructure

1. The Service Provider shall provide all necessary kitchen appliances, including fridges, freezers, microwaves, cooking ranges, and other required equipment.
2. The canteen shall have separate seating arrangements for male and female customers.
3. The Service Provider shall be responsible for maintaining all electrical fixtures (LEDs, fans, ACs), plumbing, sanitary fittings, and floor/wall tiles.
4. Proper fire safety measures (fire extinguishers, emergency exits) must be in place.

6. Compliance and Regulations

1. The Service Provider shall comply with the Punjab Food Authority Act and other applicable laws.
2. A food business license from the Punjab Food Authority is mandatory.
3. Staff medical certificates must be available at the canteen.
4. If food quality standards are not met, the hospital reserves the right to discard the items at the Service Provider's expense.
5. The use of frozen vegetables and pre-prepared frozen food for sale is strictly prohibited.

7. Additional Responsibilities

1. The Service Provider shall ensure free filtered drinking water is available to the public.
2. Proper signage for the canteen must be installed.
3. The Service Provider shall not sublet the canteen to any third party.
4. A complaint box shall be placed in a prominent location, and grievances must be addressed promptly.
5. The Service Provider is responsible for any damage to hospital property caused by its staff.
6. Misconduct by staff will result in penalties or contract termination.
7. The Service Provider shall provide ID cards for all staff members.
8. The Service Provider shall develop and maintain a detailed operating plan, covering seating arrangements, food serving mechanisms, complaint registration, and customer service procedures.

8. Food Safety Standards

1. Food must be prepared with fresh, high-quality ingredients; expired items shall not be used.
2. Proper refrigeration and cooking temperatures must be maintained to prevent foodborne illnesses.
3. Rice quality must be Super Karnal Basmati or equivalent.
4. Only whole wheat flour shall be used for roti and parathas.

5. Renowned brands for kitchen essentials shall be used.

9. Security and Conduct

1. Smoking, tobacco, and alcohol consumption are strictly prohibited within the canteen premises.
2. Any harmful activity or misconduct will not be tolerated.
3. Emergency contact numbers and first aid kits must be readily available.
4. The Service Provider shall promptly notify security in case of any hazardous conditions.

10. Waste Management

1. Waste disposal shall be properly managed, with food waste separated from plastic or aluminum waste.
2. Recycling of eco-friendly utensils and cutlery is encouraged.

11. Penalties and Enforcement

1. Any violation of terms and conditions will result in strict penalties.
2. The hospital reserves the right to impose fines or terminate the contract if repeated violations occur.
3. If stale food or beverages are sold, penalties will be imposed, and a warning letter may be issued.
4. Failure to comply with hygiene standards may lead to contract termination.

12. RATE LIST OF EDIBLES AND FOOD ITEMS

Display a big size flex of rate list at prominent and public place. The rates may be revised with the approval of Canteen Management Committee.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person as provided in SCC.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Institution administration" means the party who employs the Applicant Foreign Currency" means any currency other than the currency of the country of the Institution administration;
- d) "GCC" means General Conditions of Contract;
- e) "Government" means Government of the Punjab;
- f) "Local Currency" means Pak Rupee (PKR);
- g) "Party" means the Institution administration or the contractor, as the case may be, and "Parties" means both of them;
- i) "Personnel" means persons hired by the contractor as employees and assigned to the performance of the Canteen Services or any part thereof;
- j) "Contractor" is a person or corporate body whose offer to provide the Canteen services has been accepted by the Institution administration;
- k) "SCC" means Special Conditions of Contract by which the GCC may be amended or supplemented;
- l) "Specifications" means the specifications of the Canteen Services
- m) "Canteen services" means the work to be performed by the Applicant pursuant to this Contract, as described in Scope of Services.

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the terms & conditions and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 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, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Canteen services shall be performed at such locations as are specified in Scope of Canteen Services, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Institution administration may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Institution administration or the Applicant may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Institution administration

The Applicant shall permit the Institution administration to inspect its accounts and records relating to the performance of the Canteen Services and to have them audited by auditors appointed by the Institution administration including AG Office Auditors, if so or as and when required. Any penalties, taxes, fees or levies of any sort pointed out by any audit team / auditors (internal or external), the Applicant must settle the same immediately and not later than 7-days from the date of demand by the Institution administration.

1.8 Taxes and Duties

The Applicant shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law from time to time.

1.9 AAT (Advance Acceptance):-

- I. The Applicant with the highest auction price, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be issued AAT, within the original or extended period of offer validity.
- II. The contractor shall submit Stamp Duty as per Stamp duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.
- III. The Applicant with the highest auction price is bound to submit the acceptance of the AAT along with e-Stamp 10% performance security within the specified period, if the Applicant fails to do so, 10% Earnest money will be forfeited and the Institution administration may make the award to the next highest evaluated Applicant if the second highest Applicant same to do so, then the third highest Applicant awarded the contract or re-advertise the auction process.
- IV. The 10% Earnest money of 2nd & 3rd highest Applicant will be retain till the finalization of contract.

1.10 Contract: -

Successful Applicant fails to comply with the Contract within specified period for management of canteen in **[Insert Name of Institution]**, then the Applicant shall be blacklisted minimum for two years from this institute and the 10% performance security will be forfeited. In such situation, the Institution administration may make the award to the next highest evaluated Applicant if the second highest Applicant same to do so, then the third highest Applicant awarded the contract or may opt for re-advertisement.

1.11 Performance Guarantee

The successful Applicant shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

- 1.12.1 Failure of the successful Applicant to comply with the requirement of instructions to the applicants shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the Earnest money, in which event the Institution administration may make the award to the next lowest evaluated Applicant or opt for re-advertisement

1. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Canteen Services

2.2.1 Work Program

Before commencement of the Canteen Services, the Applicant shall submit to the Institution administration for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Canteen Services shall be carried out in accordance with the approved Work Program as updated.

2.2.2 Starting Date

The Applicant shall start carrying out the Canteen Services within ten (10) days after the date of the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.5, the Applicant shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Applicant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Force Majeure

2.4.1 Definition

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.

2.4.2 **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 insofar 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.

2.5 **TERMINATION**

2.5.1 **By the Institution administration**

The Institution administration may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Applicant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.5.1:

- a) if the Applicant does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Institution administration may have subsequently approved in writing;
- b) If Applicant stops paying all or any types of dues timely despite of reminder/s.
- c) If Applicant or its staff / workers get involved in any misconduct such as overcharging to visitors or involve in any theft of vehicles or its contents / parts, the Institution administration have the right to recover all losses or serve a notice of termination in case of no settlement satisfactorily followed by legal action if not settled amicably.
- d) If the Applicant become insolvent or bankrupt;
- e) if, as the result of Force Majeure, the Applicant is unable to perform a material portion of the Canteen Services for a period of not less than sixty (60) days; or
- f) if the Applicant, in the judgment of the Institution administration has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Applicant or contractor in the auction process or in contract execution to the detriment of the Institution administration; or misrepresentation of facts in order to influence auction process or the execution of a contract;
 - ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practices” is an arrangement among Applicants (prior to or after offer) designed to establish offer prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Institution administration of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

2.5.2 **By the Applicant**

if, as the result of Force Majeure, the Applicant is unable to perform a material portion of the

Canteen Services for a period of not less than sixty (60) days.

The Applicant may request for termination of the Contract, by not less than thirty (30) days' written notice to the Institution administration, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.4.2:

3. OBLIGATIONS OF THE APPLICANT

3.1 General

The Applicant shall perform the Canteen Services in accordance with the Specifications and Scope of Canteen Services, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Applicant shall always act, in respect of any matter relating to this Contract or to the Canteen Services, as faithful adviser to the Institution administration, and shall at all times support and safeguard the Institution administration's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Applicant Not to Benefit from Commissions and Discounts.

The remuneration of the Applicant pursuant to Clause 6 shall constitute the Applicant's sole remuneration in connection with this Contract or the Canteen Services, and the Applicant 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 Canteen Services or in the discharge of their obligations under the Contract, and the Applicant 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.

3.2.2 Applicant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Applicant nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to Applicant to perform any activity under this Contract;
- (c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Applicant, its Subcontractors, and the Personnel of either of them shall not, either during the term or within one (01) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Canteen Services, this Contract, or the Institution administration's business or operations without the prior written consent of the Institution administration.

3.4 Insurance to be Taken Out by the Applicant

The Applicant (a) may take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Institution administration, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Institution administration's request,

shall provide evidence to the Institution administration showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Applicant's Actions Requiring Institution administration's Prior Approval**

The Applicant shall obtain the Institution administration's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Canteen Services ;
- (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 **Reporting Obligations**

The Applicant shall submit to the Institution/hospital the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

3.7 **Documents Prepared by the Applicant to Be the Property of the Institution administration**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Applicant in accordance with Sub-Clause 3.6 shall become and remain the property of the Institution administration, and the Applicant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Institution administration, together with a detailed inventory thereof. The Applicant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 **Liquidated Damages**

3.8.1 **Payments of Liquidated Damages**

The Applicant shall pay liquidated damages to the Institution administration 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**. Payment of liquidated damages shall not affect the Canteen Services Provider's liabilities.

3.8.2 **Liquidated Damages due to Lack of performance**

If the Applicant has not corrected a Defect within the time specified in the Institution administration's notice, a liquidated damage for lack of performance will be paid by the Applicant. The amount to be paid will be **specified in the SCC**.

4. APPLICANT'S PERSONNEL

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out the Canteen Services of the Applicant's Key Personnel are described in Scope of Canteen Services .

4.2 **Removal and/or Replacement of Personnel**

a) If the Institution administration 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 Applicant shall, at the Institution administration's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Institution administration.

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

5. OBLIGATIONS OF THE INSTITUTION ADMINISTRATION

5.1 **Assistance and Exemptions**

The Institution administration shall use its best efforts to ensure that the Government shall

provide the Applicant such assistance and exemptions as **specified in the SCC.**

5.2 Canteen Services and Facilities

The Institution administration shall make the Canteen Area available to the Applicant and facilities listed under Scope of Canteen Services. Provision of site free from all encumbrances for construction/renovation activity shall be the responsibility of the Institution administration.

6. PAYMENTS TERMS

6.1 Payment

The Applicant shall charge fixed Canteen Services as specified in Form of Contract and any overcharge will trigger the penalty (as per SCC) of minimum Rs.2,000/- per complaint and maximum Rs.5,000/- per complaint, depending on the Severity and may also cause termination if recurrence continues despite of warnings and charging of penalties.

Lump-Sum Remuneration

The Applicant shall pay a fixed lump-sum amount within the prescribed timeline as specified in the Form of Contract to the Institution administration. Notwithstanding anything herein, the Applicant shall at its own cost carry out the Canteen Services described in scope of Canteen Services..

6.2 Contract Price

The price Rupees (PKR) is set **forth in Form of Contract.** payable to the Institution administration in Pak Rupee

6.3 Payment for Additional Canteen Services

For the purpose of determining the price for additional Canteen Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided as per BDS / FIN-2.

7. QUALITY CONTROL

7.1 Identifying Defects

The principle and modalities of Inspection of the Canteen Services by the Institution administration shall be as **indicated in the SCC and scope of Canteen Services** . The Institution administration shall check the Applicant's performance and notify him of any Defects that are found. Such checking shall not affect the Applicant's responsibilities. The Institution administration may instruct the Applicant to search for a Defect and to uncover and test any Canteen Services that the Institution administration considers may have a Defect.

7.2 Correction of Deficiencies, and Non- Performance Penalty

(a) The Institution administration shall give notice to the Applicant of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.

(b) Every time notice of Deficiency is given, the Applicant shall correct the notified Deficiency within the length of time specified by the Institution administration's notice.

(c) If the Applicant has not corrected a Deficiency within the time specified in the Institution administration's notice, the Institution administration will assess the cost of having the Deficiency corrected, the Applicant will pay this amount, and a Penalty for Non-Performance calculated as described in Sub- Clause 3.8.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

If any dispute arises between the Institution/hospital and the Canteen Services Provider in connection with, or arising out of, the Contract or the provision of the Canteen

Services ,whether during carrying out the Canteen Services or after their completion, the matter shall be referred to the Arbitrator/department as per auction policy 2025.

8.3 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

9. ARBITRATOR

In case of any dispute between the Institution administration and the Applicant(s) the matter shall be referred to the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the Applicants to accept and abide.

10. In case the successful Applicant does not deposit the following within 10 days of the issuance of advance acceptance, the Institution administration will have the right to cancel the contract and forfeit the Earnest money.

- i. **Stamp duty as per stamp duty act.**
- ii. Performance Guarantee @ 10% of total contract value.
- iii. 50% of Contract amount

11. PUNJAB FOOD AUTHORITY

The Service Provider shall abide all the rules and regulations of Punjab Food Authority and is liable to be fined and trialed under Punjab food authority rules & regulations.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Supplements to, Clauses in the General Conditions of Contract				
The Arbitrator is:				
The Service Provider name is: [Insert the Name of Service Provider]				
The Institution/hospital is : [Insert Hospital Name]				
The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>				
The language is: <u>English</u>				
<u>The addresses of the</u> Institution/hospital: [Insert Hospital Concerned] Attention: [Insert DDO of Hospital Concerned] Tel: Email:				
<u>Service Provider Details:</u> Attention: Tel: Email: Address:				
The tentative date on which this Contract shall come into effect is _____				
The tentative Starting Date for the commencement of Services is _____				
The liquidated damages rate is <u>0.05 %</u> per day of the Total Contract Value. The maximum amount of liquidated damages for the whole contract shall not exceed 10% of the total Contract Price				
In case of any Liquidated Damages and/or penalties imposed on the Service Provider, the Service Provider upon written instruction of the Institution shall pay such amount(s) within 14 days of receipt of such instruction. The payment of Liquidated Damages and /or Penalties shall not release the Service Provider from performance of its obligation under				

UTILITY CHARGES:

- i. Gas and Water & Sewerage charges are as under which are amendable by the CMC in case of any increase of Govt. levy/tax etc. as CMC deem fit and Service Provider must abide by the decision of CMC.
- ii. **Sui Gas sub meters shall be installed and will be charged as per meter reading but the lump sum charges shall be applicable till the installation of the Sui Gas meters**
- iii. **All Utility charges shall be paid on monthly basis.**

Sr. #	Particulars	Sui Gas Charges	Water & Sewerage	Electricity Charges
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1.	Canteen Name	Rs. [0000] Or as per meter reading	Rs. [0000]	As per meter reading
2.	Canteen Name	Rs. [0000] Or as per meter reading	Rs. [0000]	As per meter reading
3.	Canteen Name	Rs. [0000] Or as per meter reading	Rs. [0000]	As per meter reading

Note: *Advance Income Tax of first year will also be deposited along with 1st installment of Auction amount*

FINES & PENALTIES

Sr. #	Description	Fine Amount (Rs.)
1.	Cleanliness of the Canteen	Rs.5,000/- – 10,000/- per complaint
2.	Hygiene of the environment and the workers	Rs. 5,000 – 10,000 per worker per inspection
3.	Worker without Uniform	Rs. 500/- per worker per inspection
4.	Medical Certificate not submitted	Rs. 1,000/-per worker per inspection
5.	Ensure SOPs of cooking healthy hygienic food	Rs. 5,000/- per complaint
6.	Holidays without Govt. Holidays	Rs. 10,000/- per day
7.	Un resolved public complaint (misconduct / misbehavior)	Rs. 3,000 per complaint
8.	Any other unsatisfactory performance under the contract or non-compliance	Rs. 5,000 – 20,000 per event
9.	Selling items in excess of agreed rate	Rs. 1000/Item
10.	Selling item in less than agreed quantity	Rs. 1000/Item
11.	Improper storage of items	Rs. 1000/Item
12.	Using unhygienic/old dishes, cups or utensils etc.	Rs. 1000/Item
13.	Unclean uniforms/improper trimming of hair or nails	Rs. 500 per employee/Day
14.	Litter or spillage in sitting area	Rs. 5000
15.	Litter or spillage in cooking area	Rs. 5000
16.	Storage and Sale of STALE eatables/Drinkables etc	Rs. 5000/- per Dish or Eatable
17.	In case of fine / penalty imposed by Food Authority Hospital will not impose any fine on	

	same issue but if the canteen is sealed by Food Authority or any other authority other than hospital fine Rs.20,000/- of fine and penalties will be imposed.
18.	The Canteen Management Committee reserves the right to inspect such complaint book and in case of any unresolved complaint impose penalties to the Service Provider Rs.20,000/-

AREA OF DIFFERENT CANTEENS

Sr. #	NAME OF CANTEEN	AREA
1.	Canteen Name	Covered Area [0000] Sft Shed Area [0000] Sft Total Area [0000] Sft
2.	Canteen Name	Covered Area [0000] Sft Shed Area [0000] Sft Total Area [0000] Sft
3.	Canteen Name	Covered Area [0000] Sft Shed Area [0000] Sft Total Area [0000] Sft

Area of each canteen to be taken over by the Contractor in accordance with the approval of Hospital Management and as per measurements mentioned above under the (Covered Area). Any act or action in occupying or encroaching any extra area would be considered as breach of agreement/contract and can result in termination of contract or a penalty as decided by the hospital management.

Before submitting the application, the contractor must ensure that the allocated space of canteen is inspected and verified. Additionally, the contractor shall not use any other space except the designated area for the cafeteria, and any subsequent damage or misuse will not be accepted.

CONTRACT AGREEMENT

This Contract is made at [Insert Hospital Name] on [Insert Date], between [Insert Hospital Name] (hereinafter referred to as the “Institution/hospital administration”) (which expression shall include successors, legal representatives and permitted assigns) of the **First Part**;

&

M/S _____ registered under the laws of Pakistan and having its registered office at _____ (hereinafter called the “Contractor”) (which expression shall include successors, legal representatives and permitted assigns) of the **Second Part** (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Institution/hospital invited offers for Services for Canteen, situated at [insert name of hospital] whereof M/s _____ offered the Highest offer in open auction;

and

Whereas, the Institution/hospital has accepted the offer by the Service Provider as per following detail;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING:

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -

- a) This Contract Form
- b) The General Conditions of Contract
- c) Special Conditions
- d) Integrity Pact
- e) Performance Guarantee / Security
- f) Acceptance of highest offer
- g) Scope of Services
- h) Fines & Penalties
- i) Schedule of Payment
- j) All the terms & conditions mentioned in the auction documents.

2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

3. **The Term of the Contract:** This contract shall become effective from Insert date and remain valid till Insert date from the date of signing, unless amended by mutual consent. This contract may be extended for One Year on quarterly basis with the mutual consent of the parties and subject to satisfactory performance by the Contractor.

4. The Contractor declares as under: -

- i. M/S_____ hereby declares that it has not obtained or induced the procurement / auction of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, M/S_____ represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation fee or otherwise, with the object of obtaining or including the auction of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. M/s certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. M/s 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 right and remedies available to Institution/hospital administration under any law, Contract or other instrument, be void able at the option of Institution/hospital administration.
- v. Notwithstanding any rights and remedies exercised by Institution/hospital in this regard, M/s agrees to indemnify Institution/hospital for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Institution/hospital in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ 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 Procuring Agency.
- vi. In case of any dispute between the Institution/hospital and the service provider(s) the matter shall be referred to the Arbitrator. Secretary Health, Specialized Healthcare and Medical Education Department will be the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the service providers to accept and abide.
- vii. IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at Lahore and shall enter into force on the day, month and year first above mentioned.

[Stamp & sign by the service provider and the Institution/hospital along with the witnesses]

AFFIDAVIT

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner]

[To be uploaded on PITB auction portal]

[Name of the Applicant/ Service Provider with designation and company name] the undersigned, do hereby certify that all the statements / details uploaded on the e-Auction portal and the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by the Institution/hospital, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[Institution]* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[Institution]* The undersigned further affirms on behalf of the applicant:

- (i) We have examined the information provided in your terms & conditions and offer to undertake the work described in accordance with requirements as set out in the Scope of Services.
- (ii) The offer has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit offer for this contract.
- (iii) We confirm that the submitted **Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque** (issued by a scheduled bank operating in Pakistan) is genuine.
- (iv) We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
- (v) We confirm that we are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
- (vi) We confirm that we have not been convicted of any offence concerning professional misconduct.
- (vii) We confirm that we have not been convicted of corruption, the offence of bribery.
- (viii) We agree to bear all costs incurred by us in connection with the preparation and submission of this application and to bear any further pre-contract costs.
- (ix) We undertake that firm is not suspended / black listed / defaulter from any Government / Autonomous Institution at any time.
- (x) We have carefully read and accept the auction document along with Terms & Conditions.
- (xi) We undertake to pay all applicable taxes imposed by the Government of the Punjab OR Government of the Pakistan at any time during the contract period and will not demand any extra financial favour from the Institution administration in this regard.
- (xii) That we have provided authentic documents. In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law / Rules.
- (xiii) That we declare that information contained in our offer is correct.
- (xiv) That firm has capability and resources to commence the auction Services within time frame as mentioned in terms and condition.

Signed by the Applicant

Name of the Applicant: _____

Name of Company/Firm/Sole Proprietor: _____

Date: _____ CNIC: _____ Mobile #: _____

NOTIFICATION OF AWARD/ADVANCE ACCEPTANCE

No. _____

Date: (DD-MM-YYYY) _____

To,

M/s _____

SUBJECT: ADVANCE ACCEPTANCE OF OFFER FOR THE AUCTION OF (INSERT NAME OF SERVICES) IN [INSERT NAME OF HOSPITAL] FOR THE FY [INSERT FINANCIAL YEAR].

Reference your offer against Auction Reference No. _____ on the subject cited above.

2. The offer of your firm has been approved by the Competent Authority subject to the condition that you will deposit **the following within 10 Days from** the date of issue of this letter (**Institution may increase or decrease number of days**) so that the contract under the rules may be awarded at the earliest.

- i. Performance Guarantee / Security in the form as prescribed in the auction document equivalent to 10% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner for a sum of PKR. _____/- (Rupees (**Amount in words Only**)) in favor of (**Insert Details here**),
- ii. Income Tax [**@ INSERT TAX RATE%**] of the contract price along with the first installment;
- iii. Stamp duty valuing [**INSERT VALUE OF STAMP DUTY**] of the total contract amount;
- iv. Submission of contract dues as per following schedule;

Auction Reference No.	Installments	Installment Amount (PKR)	Due date (DD-MM-YYYY)
INSERT AUCTION REFERENCE NO. HERE	1 st Installment of 50% of TOTAL contract amount	[INSERT 50% OF CONTRACT AMOUNT]	Within 10 days after issuance of letter of award.
	2 nd Installment of remaining Contract amount	[INSERT 50% OF CONTRACT AMOUNT]	First week of 7 th Month of contract period

4. Please note that Failure to deposit the contract amount/taxes/performance guarantee/stamp duty within the prescribed time (including any extended time period granted by the Institution administration) shall result in cancellation of the award and Earnest money / any other deposit shall stand forfeited beside declaring the contractor as defaulter.

HEAD OF INSTITUTION /MEDICAL SUPERINTENDENT

NO & DATE EVEN:

1. _____.
2. _____.
3. _____.