

Sindh Technical Education & Vocational Training Authority
STEVTA



Bidding Documents
Annual Sports Festival 2015-16
For
CATERING SERVICES

Through
National/ Local Competitive Bidding

ST-19, Block 6, Gulshan-e-Iqbal Near NIPA, Karachi
Phone No. 021-99244112-7 Fax No. 021-99244118
Website: <http://www.stevta.gos.pk>



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Vocational Training Authority (STEVTA)**
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Title: Catering (Lunch & Dinner) for Annual Sports Festival 2015 - 16

INVITATION FOR BIDS

Sindh TEVTA invites sealed proposals (Single Stage-One Envelope) for Catering of its Annual Sports Festival to be organized at two locations in Karachi.

Date of Issuance : October 21, 2015
Bid Submission Deadline : November 6 2015 at 03:00 pm
Bid Opening : November 6, 2015 at 3:30 pm in Conference Room, STEVTA
HQ, Karachi.

Date	Item	Menu	Estimated Guests	Serving
December 13, 2015	Dinner	Chicken Qorma with Nan / Taftan	400	Buffet
December 14, 2015	Lunch	Chicken Biryani & Cold drink	500	Box serving
	Dinner	Chicken Qorma with Nan / Taftan	400	Buffet
December 15, 2015	Lunch	Chicken Biryani & Cold drink	500	Box serving
	Dinner	Chicken Qorma with Nan / Taftan	400	Buffet
December 16, 2015	Lunch	Chicken Biryani & Cold drink	500	Box serving
	Dinner	White Chicken Karhai with Nan / Taftan	400	Buffet
December 16, 2015 (Closing Ceremony)	Hi - Tea	Chicken Paratha roll, Chicken Sandwich, Cold drink (300 ml) & Custard.	500 to 600	Box Serving

Interested firms (Registered with GST and Income Tax) can obtain tender documents from office of the undersigned @ Rs.1000/- (Non-refundable) in shape of Bank/ Pay order in favor of STEVTA, during office hours. Bid Security @Rs.2% of offered value in shape of Bank/ Pay Order in the office of undersigned on the date & time mentioned above.

The authority may cancel / reject all or any bid(s) as per provision in SPPRA Rules.

Director (Academics & Training)
STEVTA

**GENERAL CONDITIONS OF
CONTRACT**

SECTION – VI
GENERAL CONDITIONS OF CONTRACT (G.C.C)

01. Use of Contract Documents and Information

1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof, or any specification, pattern sample or information furnished by or on behalf of Purchaser in connection herewith to any person other than employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

1.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any Document or information specified in clause 1.1 above, except for the purpose of performing the Contract.

1.3 Any Documents / Literatures / Catalogues if Supplied by the Purchaser, other than the Contract itself, specified in clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion or prior to the completion of the Supplier's performance under the Contract, if so required by the Purchaser.

02. Change Order

2.1 The Purchaser may at any time, by written notice to the Supplier, make changes within the general scope of the contract in any one or more of the following.

- a. drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; or
- b. the method of shipment or packing; or
- c. the method of installation; or
- d. the place of delivery.

2.2 Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change or Changes) including any change in the schedule of Payments, within ten (10) calendar days of receipt of notice of change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the Change, if applicable.

2.3 The Supplier shall not perform/ change in accordance with clause 2.1 above until the purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in clause 2.2 above.

2.4 Changes mutually agreed upon as a change shall constitute a part of work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

03 Contract Amendments.

3.1 Subject to clause 2, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

04 Sub-Contracts.

4.1 The Supplier shall not subcontract all or any part of the contract without first obtaining the Purchaser's approval in writing of the sub-contracting and the sub-contractor.

4.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of part of work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.

05. Country of Origin.

5.1 All Goods & Services Supplied under the Contract shall have their origin in eligible countries.

5.2 For purpose of this clause, "Origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, commercially recognized products results that is substantially different in basic characteristics or in purpose or utility from its components.

06. Inspection and Test.

Packing And Transportation.

6.1 The Purchaser or its representative shall have the right to inspect the work being carried out under this Contract and to test the Equipment to confirm their conformity to the Specifications. The Specifications,

Conditions of Contract or Specifications or both shall specify what inspections the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of identity of any representative retained for these purposes.

6.2 The inspections and test may be conducted by the "INSPECTION COMMITTEE" of STEVTA on the premises of the Supplier or its sub-Contract(s), at the point of delivery and at the Equipment's final destination. Where conducted on the premises the Supplier or its sub-Contractor(s) all reasonable facilities and assistance, including access drawings and production data, shall be furnished to the Inspection Committee at no charges to the Purchaser.

6.3 Should any inspected tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alteration necessary to meet the requirements of the specifications, free of cost to the purchaser.

6.4 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Equipment arrival at the site of the installation shall in no way be limited or waived by reason of the Goods have previously been inspected, tested and passed by the Purchaser or its representatives prior shipment of the Goods.

6.5 Nothing in this clause 6 shall in any way release the Supplier from any Warranty obligations under the Contract.

6. A. Packing.

- a. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser.

6. B. Transportation.

- a. The Supplier shall at its own risk and expense transport all the Goods and the Supplier's Equipment to the Site by the mode of transport which the supplier judges most suitable under all the circumstances.
- b. Upon dispatch of each shipment of the Goods and the Supplier's Equipment, the Supplier shall notify the Purchaser by fax of the description of the Goods and the Supplier's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Supplier shall furnish the Purchaser with relevant shipping documents specified in the Special Conditions of Contract.
- c. The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods and the Supplier's Equipment to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Goods and the Supplier's Equipment to the Site.

07. Patent Rights.

7.1 The Supplier shall indemnify and hold the purchaser harmless against all third party claims of infringement of patent trademark or industrial design rights arising from use of the Goods or any part thereof.

08. Performance Security

8.1 The Supplier shall cause performance security to be furnished to the Purchaser in the amount of five percent (5%) of the Contract price. Such performance Security shall be provided in form satisfactory to the Purchaser, within (30) days after the Supplier's receipt of the notification of award of Contract.

8.2 The proceeds of the performance security shall be Payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the Contract. The Supplier shall cause the validity period of the performance security to be extended for such period (s) as the Work Schedule may be extended pursuant to Clause 16.2.

8.3 The performance Security shall be denominated in a Currency of the Contract, or in a freely convertible Currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) A Bank Guarantee for the balance amount after conversion of Earnest Money in to Performance Security / Security Deposit, issued by the Bank acceptable to the Purchaser, or in such other form as is acceptable to the Purchaser; or
- (b) A Pay Order or Bank Draft of the amount as in clause-a, in favour of Purchaser.

8.4 The Performance Security will be discharged or returned or both by the Purchaser after submission (by Supplier) of Bank Guarantee of 5% of the ordered material to cover the Warrantee Period, but not later than thirty (30) days following the date of Final Acceptance pursuant to Clause 12.1.

09. Indemnity.

9.1 The Supplier and the Purchaser shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the Special conditions of Contract.

9.2 Not-with-standing anything in this Contract to the contrary, it is agreed that neither the Supplier nor the Purchaser shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

10. Insurance

10.1 All Goods supplied under the Contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, Storage delivery, and installation, in the manner specified in the special Conditions of Contract.

11. Transfer of Title.

11.1 The Equipment, whether installed or not, shall immediately, in consideration of Payment of the first installment if any of the Contract price to the Supplier by the Purchaser, become and remain the property of the Purchase; provided always that the Supplier shall have a particular possessory lien on the Equipment to the extend the value thereof exceeds the total value of the installment payments made is the Purchaser to the Supplier.

11.2 Not-with-standing the provisions of Clause 11.1, the Supplier shall be responsible for all damages to and loss of all aforesaid items furnished by the Supplier and item furnished to the Supplier by the Purchaser to enable the Supplier to complete the installation and for all temporary structure and facilities and for all parts of the installation completed or in progress, until the Certificate and Final Acceptance has been issued pursuant to Clause 12.1.

12. Acceptance

12.1 Upon completion of the work under the Contract, a final inspection at site carried out by the Inspection Committee for the purpose and accepting the Equipment (hereinafter called the final Acceptance). Such inspection shall constitute the Final Acceptance of the Equipment and Services under the contract, unless the Inspection (during the Inspection) shows defects or shortcomings or both. In case of defect or shortcomings or both which in the Purchaser's opinion are considered essential, a re-inspection shall be convened when the Supplier has given notice of completion of the corrective work carried out with regard hereto otherwise the Purchaser may accept the Equipment if the defects or shortcomings or both are not considered essential, and the Supplier has agreed to carry out the repairs in conformity with this Contract.

13. Warranty

13.1 The Supplier warrants to the Purchaser that the Goods and Services supplied under the Contract will comply strictly the Contract, shall be first class in very particular case and shall be free of all defects. The Supplier further warrants to the Purchaser that all material, Equipment and Supplies furnished by the Supplier or its sub-Contractors for the purpose of the Equipment will be new merchantable of the most suitable grade, and fit for

their intended purpose. The Contractor further warrants that the Services to be carried out under this Contract will confirm with general accepted professional standards and Engineering principles.

13.2 This warranty shall remain valid for twelve months after the Final Acceptance or eighteen (18) months after the date of arrival of Equipment at the site, whichever period concludes earlier, unless specified otherwise in the special conditions of Contract.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claim arising under the Warranty.

13.4 Upon receipt of such notice, the Supplier shall promptly but not later than 7 days of such request repair or replace the defective Equipment or part thereof, inclusive, where applicable, the cost of inland delivery of the repaired or replaced Equipment or parts from the port of entry to the final destination and their installation.

13.5 Without prejudice to Clause 13.3 and 13.4 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clauses 13.3 and 13.4 above, upon receipt of written notice of defect within 15 days from acceptance of the notice for correction of the defect.

13.6 If the Supplier, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's expenses. The Supplier's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under Contract.

14. Payment.

14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 9 and upon fulfillment of other obligations stipulated in the Contract.

14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

14.4 The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Bid Form.

15. Prices.

15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

16. Extensions in the Supplier's Performance.

16.1 Delivery and installation of the Equipment shall be made by the Supplier in accordance with the Time/ Work Schedule, pursuant to the Special Conditions of Contract.

16.2 The Supplier may claim extension of the time limits as set forth in the Work Schedule in case of :

- (a) Changes ordered by the Purchaser pursuant to Clause 2;
- (b) Delay of any materials, drawing or Services which are to be provided by the purchaser (Services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract as well as access to the site);
- (c) Force Majeure Pursuant to Clause 22.1 and;
- (d) Delay in performance of work caused by orders issued by the Purchaser. The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay.

16.3 Notwithstanding Clause 16.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has notified the Purchaser in

writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.

16. A Liquidated Damages.

Subject to Clause 22, Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 17, Termination for Default.

17. Termination for Default.

17.1 The Purchaser may, without prejudice to any remedy for breach of Contract written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause-15
- (b) If the Supplier fails to perform any other obligations(s) under the Contract; and if the Supplier, in either of the above circumstances, does not cure its failure within a period of the (10) calendar days (or such longer period as the Purchaser may authorize in writing after receipt of a notice of default from the Purchaser specifying nature of the default (s).

17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 17.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods Notwithstanding the above, the Supplier shall continue performance of the Contract to the extent not terminated.

18. Termination for insolvency.

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action of remedy which has occurred or will accrue hereafter to the Purchaser.

19. Termination for Convenience

9.1 The Purchaser may, by written notice to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of Supply of Goods under the Contract is terminated, and the date upon which such termination becomes effective.

19.2 The Goods that is complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:

- a. to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the purpose of the Contract, together with a reasonable allowance for overhead and profit.

20. Resolution of Disputes

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either part, may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

21. Applicable Law

21.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

22. Force Majeure

22.1 In the event that the Supplier or any of its sub-Contractors, or the Purchaser is delayed in performance of any of its respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earth quakes, quarantine restrictions, and freight embargoes, such delay may be executed as provided in Clause-16, and the period of such delay may be added at the time of performance of the obligation delayed.

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such Condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Assignment

23.1 The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

24. Contract Language

24.1 The Supplier hereby represents that he has sufficient knowledge of English Language to understand fully the Contract. The Contract shall be in the English Language, except if otherwise specifically agreed in writing between the parties.

24.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

25. Taxes and Duties.

25.1 The Supplier shall be entirely responsible for all Taxes, Stamps duties and all other such levies imposed outside the Purchaser's Country.

26. Headings

26.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not be construed as part of the Contract.

27. Waiver

27.1 Failure of either party to insist upon stories performance by the other party of any provision of the Contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.

27. Income Tax

27.1 Income Tax will be deducted from the payment made to the Contractor at source as per the Income Tax laws amended to date.

Bid Submission Sheet

Date: _____

ICB NO.: _____

Invitation for Bid No.: _____

Alternative No.: _____

The Managing Director,
STEVT
Karach .

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the /expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the Government;
- (j) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Receipt	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

In the capacity of _____

Signed _____

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

Date _____.

Note: *Non submission of "Bid Submission Form" shall render the bidder non responsive.*

BID SECURITY/EARNEST MONEY FORM

WHEREAS _____

hereinafter called the "**Bidder**" has submitted its bid, dated _____ for the Installation of Lab. Equipment for _____ Technology, Package No. _____ (please tick any or all) hereinafter called the "**Bid**".

KNOW ALL MEN by these presents that I/We _____ of _____ having our registered office (s) at _____ do hereby submit Earnest Money of Rs. _____ (Rupees _____) for the aforesaid Bid in the shape of Pay Order/Demand Draft No. _____ dated _____ issued by _____ Bank in favour off the **Managing Director**.

Managing Director, STEVTA, hereinafter called "**Purchaser**".

Name of Supplier (s)

Authorized Representative

Dated _____.

BID SECURITY / EARNEST MONEY SHEET

Tender No. _____ (Procurement of _____)

Sr. No.	Package No.	Estimated Cost in Rs.	Bid Value	Earnest Money @ 2% of Offered Value		
				Amount	P. O./D.D.	Name of the Bank
1	2	3	4	5	6	7
Total Amount						

Signature of the Tender _____

Name & Address _____

Firm Stamp _____

Dated _____