



NUTRITION SUPPORT PROGRAMME
HEALTH DEPARTMENT
GOVERNMENT OF SINDH

No.NSP/Proc/PPRA/2064

Dated 16/12/2016

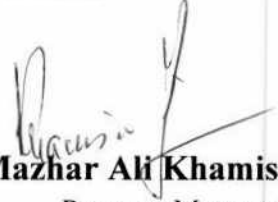
To.

Deputy Director
Sindh Public Procurement Regulatory Authority
Government of Sindh, Karachi

Subject: **NIT SR.NO. 29815.**

Kindly refer to Nutrition Support Program, Health Department, Government of Sindh NIT no. given above. Please find attached contract of M/s Expert along with other relevant documents to be hoisted on SPPRA website, in accordance with Rule 50.

You are requested to kindly hoist the same on your website.


Dr. Mazhar Ali Khamisani
Program Manager

2640
21-12-16

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Nutrition Support Program, Health Department, GoS
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Catering Services
- 4) TENDER NUMBER INF-KRY 3380/16
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of Catering Services
- 6) FORUM THAT APPROVED THE SCHEME PC-I
- 7) TENDER ESTIMATED VALUE 210,000,000
- 8) ENGINEER'S ESTIMATE (For civil works only) N/A
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 18 months
- 10) TENDER OPENED ON (DATE & TIME) September 16, 2016
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) Five (5) - List is attached at Annex. A
- 12) NUMBER OF BIDS RECEIVED Four (4)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS All four of them
- 14) BID EVALUATION REPORT (Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER The Expert, House No. 69, Block 7, Bahadurabad
- 16) CONTRACT AWARD PRICE 145,365,000
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
The Expert
Vertex Trading Company
Al-Qawi Traders
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	August 30, 2016. SPPRA S. No. 29815
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn, Jang and Ibrat (August 29, 2016)
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	No, just the opening time was changed

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

DR. MAZHAR ALI KHAMISANI
Nutrition Support Programme,
Health Department Govt. of Sindh
Karachi

Yes	
No	

Signature & Official Stamp of
Authorized Officer Dr. Mazhar Ali Khamisani

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

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List of Bidders who purchased bidding document

<i>S. No</i>	<i>Bidders</i>
1	The Experts
2	Khalil Rajput
3	K. Khan & Co.
4	Al-Qawi Traders
5	Vertex Trading Company



MUHAMMAD SHOAIB AMIN Stamp Vendor
 No. 51048
 07 DEC 2016 07 DEC 2016
 Person: S.A.J. HUSSAIN
 Advocate
 Stamp Vendor's Signature - C. No. 990/KRA

CONTRACT FORM

THIS AGREEMENT made the 15th day December 2016 between Nutrition Support Program Health Department, Government of Sindh (hereinafter called the "the Purchaser") of the one part and The Expert of Karachi Sindh, Pakistan (hereinafter called "the Supplier") of the other part:

Whereas the Purchaser invited bids for certain goods and ancillary services, viz: Catering Services and has accepted a bid by the Supplier for the supply of those goods and services in the same of Rs.145,365,000/- (One Hundred Forty Five Million Three Hundred Sixty Five Thousand Only) (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. That following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder:
 - (b) That Schedule of Requirement:
 - (c) The Technical Specifications:
 - (d) The General Conditions of Contract:
 - (e) The Special Conditions of Contract: and
 - (f) The Procuring agency's Notification of Award

Continued Page No.2

Rs-508780/- No-310 = 15/12/16



15.12.16 C/O

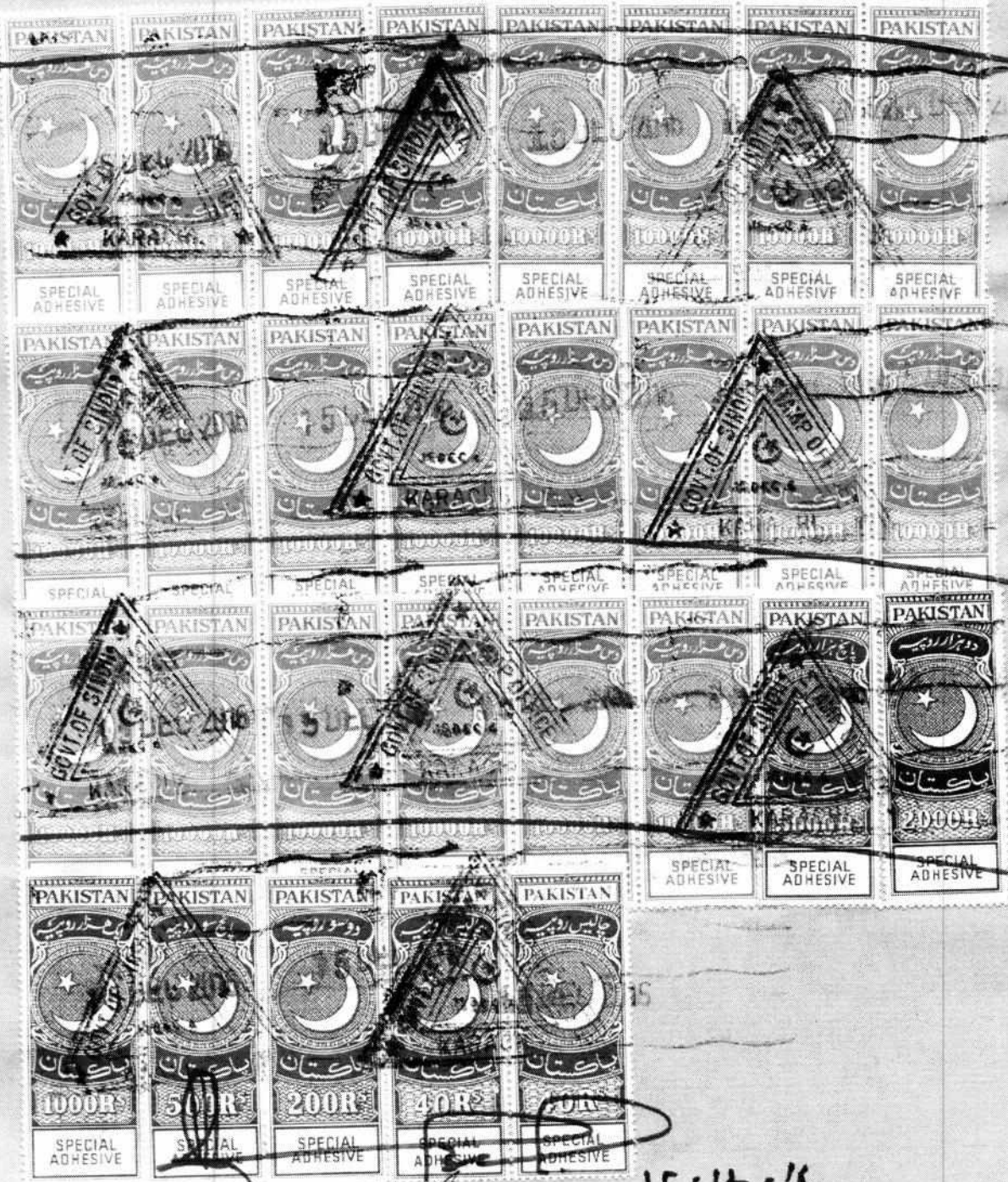
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Page No.2

3. In consideration of the payments to be made by Procuring agency to the Supplier as hereinafter mentioned. The supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Continued Page No.3



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22/11/16

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi.

15.12.16

15 DEC 2016

Page No.3

4. That Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



Continued Page No.4

17-11-2013



Page No.4

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective law the day and year first above written.

DR. MAZHAR ALI KHAMISANI
Programme Manager
Nutrition Support Program
Health Department Govt of Sindh
Karachi

Signed, Sealed, Delivered by (Purchaser)

DR. MAZHAR ALI KHAMISANI
Program Manager

Signed, Sealed, Delivered by (Supplier)

Yousuf Khan
Director

THE EXPERT

Service Provider's Bid

Date: 16/09/2016

To: Program Manager
Nutrition Support Program
Health Department, Government of Sindh
C 62, Block 2, Clifton, Karachi.

BID GUARANTEE No.: 8468985 (Faysal Bank Ltd) & 00002882 Bank Alfalah Ltd.

Having examined the bidding documents, we offer to execute the *Procurement of Catering Services* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [145,365,000/-], [one hundred forty-five million, three hundred sixty-five thousand only] Pak Rupee.

We accept the appointment of any person as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

Note:

We hereby confirm that this Bid complies with Bid validity period of 90 days i.e. starting from 16th September 2016.

Authorized Signature: _____

Name and Title of Signatory: Yousaf Khan (Executive Director)

Name of Bidder: The Expert

Address: House # 69 Block 7 & 8 Bahadurabad Karachi

Yousaf
THE EXPERT
Proprietor

Sh
16/9/16
Ramni
16/9/16

16th September 2016

FINANCIAL PROPOSAL

S. No	Description	No. of Workshops	Cost of each workshop	Total Cost
1	5 day workshop (With 30 participants each, including menu, decoration, crockery, cutlery and waiter service as mentioned in the tender doc,)	100	Rs. 172,500/-	Rs. 17,250,000/-
2	3 day workshop (With 30 participants each, for the lunch box mentioned in the tender doc. Price is inclusive of transportation and any other expense)	1500	Rs. 85,410/-	Rs. 128,115,000/-
TOTAL COMBINED COST Inwards (one hundred forty-five million, three hundred sixty-five thousand)				Rs. 145,365,000/-

Note:

1. The quoted rate will be valid for 90 days i.e. starting from 16th September 2016.



THE EXPERT

THE EXPERT
Proprietor


16/9/16


16/9/16

Schedule of Requirements

1. The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Catering Services	On weekly basis, simultaneously in 9 districts
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CATERING SERVICES (Technical Specifications)

2. Nutrition Support Program intends to hold five and three day workshops in the following nine districts:
1. Kambar Shahdadkot
 2. Larkana
 3. Kashmore
 4. Jacobabad
 5. Tharparker
 6. Umerkot
 7. Badin
 8. Sanghar
 9. Tando Mohammad Khan
3. Five days workshops will be conducted at District Head Quarters. The caterers will provide decoration, crockery, cutlery and waiter service. Number of Workshops and Menu for Five Day workshop are given below. :

Venue and number of workshops

Venue	Number of Workshops and participants
DHO offices of above mentioned nine districts	100 ¹ (30 participants per workshop)

Menu

Day 1	Morning tea with biscuits Chicken Biryani Chicken Korma 1/8 Tikka Subzi Nan Salad-Raita Cold Drink Sweet Mineral water on actual
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¹ 100 workshops of 5 days each with 30 participants each day makes a total of 15,000 participants in total.

		consumption
Day 2		Morning tea with biscuits Vegetable Fried Rice Chicken Karahi Dal Nan Salad-Raita Cold Drink Sweet Mineral water on actual consumption
Day 3		Morning tea with biscuits Vegetable Fried Rice Chicken Boneless Handi Subzi Nan Salad-Raita Cold Drink Sweet Mineral water on actual consumption
Day 4		Morning tea with biscuits Chicken Biryani Fried Fish Subzi Nan Salad-Raita Cold Drink Sweet Mineral water on actual consumption
Day 5		Morning tea with biscuits Chicken Biryani Chicken Korma 1/8 Tikka Subzi Nan Salad-Raita Cold Drink Sweet Mineral water on actual consumption

4. In the second phase three day workshops will be conducted. **Each workshop would have around 30 participants.**

Venue and number of workshops

Venue	Number of Workshops and participants
Union Council level at the PPHI Health Facilities, Government Facilities and in the offices of NGOs in the above mentioned nine districts	1,500 ² (30 participants per workshop)

Menu

Morning tea with biscuits and lunch box shall be given to each participants of the workshop. The lunch box should include the following:

- One Chicken Biryani
- 1/8 piece of chicken tikka
- 1 shami kabab
- Salad
- Raita
- ½ Roghni nan
- 1 Ras gula (Sweet)
- 1 cold drink
- 1 plastic spoon

² 1,500 workshops of 3 days each with 30 participants each day makes a total of 135,000 participants in total.

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Procuring agency's country" is the country named in SCC.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government** 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person 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 purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of

the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 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.

9.2 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 SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.
- 11. Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation**
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services**
- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
- 14. Spare Parts**
- 14.1 As specified in SCC, the Supplier may be required to provide any

or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace

the defective Goods or parts thereof, without costs to the Procuring agency.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, 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 Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract
Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the
Supplier's
Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the

Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, 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 Procuring agency 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 SCC 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 SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its

- Convenience** convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes**
- 28.1 The Procuring agency 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.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this

Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: NSP, Health Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: Nine selected districts as mentioned in the Invitation for Bid.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 2 % in shape of unconditional & irrevocable Bank/Insurance Guarantee as per the format provided at Page 17: Form – 3 from any schedule Bank of Pakistan or Insurance Company.

GCC 7.4— After providing services, the performance security of 2%. The Bank / Insurance Guarantee against performance security will be released upon completion of the project.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—In regards to the quality of food, feedback will be obtained from the participants of the workshop and facilitators and if the feedback is negative, NSP shall cancel the purchase order and award the contract to second ranked vendor.

5. Packing (GCC Clause 9)

GCC 9.2—The bidder shall deliver the supplies at the destination in hygienic condition.

6. Delivery and Documents (GCC Clause 10)

Not Applicable

7. Insurance (GCC Clause 11)

GCC 11.1— The services provided under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

Not Applicable

9. Spare Parts (GCC Clause 14)

Not Applicable

10. Warranty (GCC Clause 15)

Not Applicable

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Part payment on part supply may be allowed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

12. Prices (GCC Clause 17)

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or supply & installation. Costs related to signing of the contract between NSP and vendor shall be responsibility of the vendor.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Not Applicable. Workshop schedule will be provided to supplier well in advance, if the supplier fails to cater for even one workshop, the purchase order shall be cancelled.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes:

NSP Health Department, Government of Sindh,
C 62, Block 2,
Clifton, Karachi

—Supplier's address for notice purposes:

M/s The Expert,
House No. 69,
Block 7, Bahadurabad, Karachi.
Ph: 0316-2332523



NUTRITION SUPPORT PROGRAMME
HEALTH DEPARTMENT
GOVERNMENT OF SINDH

December 13, 2016


To,

M/s The Expert,
House No. 69,
Block 7, Bahadurabad, Karachi.
Ph: 0316-2332523

Subject: **NOTIFICATION OF AWARD FOR CATERING SERVICES.**

This is to notify you that your Bid dated September 16, 2016 for execution of the Procurement of Catering Services for the Accepted Contract Amount of Rs. 145,365,000 (Rupees One Hundred Forty Five Million Three Hundred Sixty Five Thousand only), is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3, Sample Forms, of the Bidding Document.


Dr. Mazhar Ali Khamisani
Program Manager

C.C:

FMS, NSP.

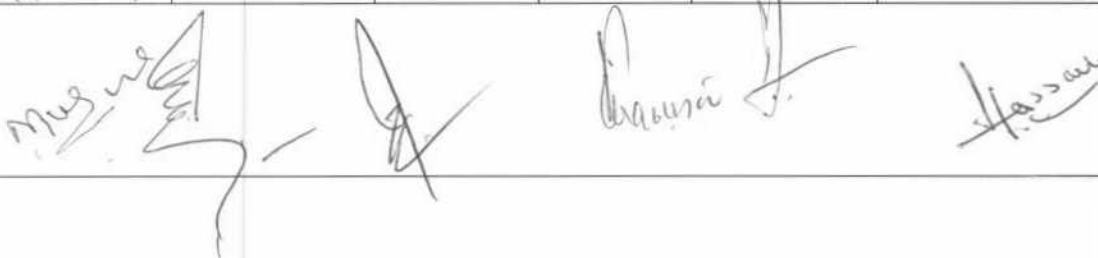
etc

Bid Evaluation Report

1. Name of Procuring Agency: Nutrition Support Program, Health Department, Govt. of Sindh.
2. Tender Reference No: INF-KRY 3380/16
3. Tender Description/Name of work/item: Procurement of Catering Service.
4. Method of Procurement: Single Stage One Envelope
5. Tender Published: SPPRA ID 29815. Dawn (August 29, 2016), Jang (August 29, 2016) and Ibrat (August 29, 2016)
6. Total Bid documents Sold; 5 (five)
7. Total Bids Received: 4 firms participated in the bidding process.
8. Technical Bid Opening date: (if applicable) Not Applicable
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid(s) Rejected: None.
11. Financial Bid Opening date: September 16, 2016

12. Bid Evaluation Report:

<i>S No</i>	<i>Name of Firm or Bidder</i>	<i>Cost offered by the Bidder</i>	<i>Ranking in terms of cost</i>	<i>Comparison with Estimated cost</i>	<i>Reasons for acceptance/rejection</i>	<i>Remarks</i>
0	1	2	3	4	5	6
5 days workshops (100 nos.)	The Expert	17,250,000	Lowest Evaluated Bidder	210,000,000	Accepted being the Lowest Evaluated bidder and cost within the allocated budget.	
3 days workshops (1,500 nos.)	The Experts	128,115,000	Lowest Evaluated Bidder		Accepted being the Lowest Evaluated bidder and cost within the allocated budget.	



3 days workshops (1,500 nos.)	The Experts	128,115,000	Lowest Evaluated Bidder		Accepted being the Lowest Evaluated bidder and cost within the allocated budget.
Total		145,365,000		210,000,000	

Hassan Murad Shah
 Dr. Hassan Murad Shah
 DG Health
 Health Department, Government of Sindh ✓

Mohsin Ahmed Shaikh
 Mr. Mohsin Ahmed Shaikh
 Additional Director, PH
 Health Department

Mussarat Jabeen
 Ms. Mussarat Jabeen
 Deputy Director
 Women Development Department ✓

Dadlo Zuhrani
 Mr. Dadlo Zuhrani
 Deputy Secretary (School-1)
 Education and Literacy Department, GoS ✓

Mazhar Ali Khamisani
 Dr. Mazhar Ali Khamisani
 Program Manager
 Nutrition Support Program, Government of Sindh ✓



NUTRITION SUPPORT PROGRAMME
HEALTH DEPARTMENT
GOVERNMENT OF SINDH

**MINUTES OF THE PROCUREMENT COMMITTEE MEETING FOR NUTRITION SUPPORT
PROGRAM HELD ON 16th SEPTEMBER 2016**

Meeting of the Procurement Committee for the Nutrition Support Program was held on September 16, 2016. The meetings was chaired by the Director General Health, Sindh. The meeting was held to open and finalize financial proposals of bidders submitted against the tender of Catering Services for the nine districts. Following attended the meeting:

- | | | |
|------|--|--------------------|
| i. | Dr. Hassan Murad Shah
DG Health, Sindh | Chairman |
| ii. | Mr. Mohsin Ahmed Shaikh
Additional Director PH,
Health Department | Member |
| iii. | Mrs. Mussarat Jabeen
Deputy Director,
Women Development Department | Member |
| iv. | Mr. Dadlo Zuhrani
Deputy Secretary (School I),
Education and Literacy Department | Member |
| v. | Dr. Mazhar Ali Khamisani
Program Manager, Nutrition Support Program | Member / Secretary |

2. The Chair welcomed the participants and appreciated the positive attendance and thanked the participants for taking their precious time from their busy schedule for this meeting. The financial bids of four bidders who submitted the bids were then opened and read aloud, in the presence of bidders. After scrutiny of bids, following decision were made:

<i>Description</i>	<i>Name of Bidder</i>	<i>Cost offered by the Bidder</i>
5 days workshops (100 nos.)	The Expert	17,250,000

Mug... [Handwritten signatures and initials]

3 days workshops (1,500 nos.)	The Experts	128,115,000
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3. The meeting ended with vote of thanks to and from Chair.



Dr. Hassan Murad Shah
DG Health
Health Department, Government of Sindh



Mr. Mohsin Ahmed Shaikh
Additional Director PH
Health Department, Government of Sindh



Ms. Mussarat Jabeen
Deputy Director
Women Development Department



Mr. Dadlo Zuhrani
Deputy Secretary (School-1)
Education and Literacy Department, GoS



Dr. Mazhar Ali Khamisani
Program Manager
Nutrition Support Program, Government of Sindh

COMPARATIVE STATEMENT

Prices in Pak Rs.


S. No.	Description of Item	Qty.	The Expert		Vertex Trading Company (Pvt) Limited		Al-Qawi Traders		Khalil Rajput		Lowest Evaluated Bid
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
1	5 Day Workshop	100	172,500	17,250,000	186,000	18,600,000	214,500	21,450,000	262,500	26,250,000	
2	3 Day Workshop	1,500	85,410	128,115,000	95,400	143,100,000	110,700	166,050,000	108,000	162,000,000	
TOTAL				145,365,000		161,700,000		187,500,000		188,250,000	The Expert


Post Qualification Criteria


1	One similar project of same magnitude	Yes	Yes	Yes	Yes
2	GST Registered Firm	Yes	Yes	Yes	Yes


Recommendations:-


After evaluation of the quotations and post qualification of the above bidders the rate quoted by M/s The Expert has been accepted being lowest evaluated bidder.

Chairman Dr. Hassan Murad Shah (DG Health, Health Department, GoS) 

Member Mr. Mohsin Ahmed Shaikh (Additional Director, PH, Health Department, GoS) 





Member Ms. Mussarat Jabeen (Deputy Director) Women Development Department 

Member Mr. Dadlo Zuhrani (Dep. Secretary School-), Education & Literacy Department 

Secretary Dr. Mazhar Ali Khamisani (Program Manager, Nutrition Support Program) 

Attendance Sheet for Opening of Bids for
Catering Services II

September 16, 2016

S#	Name	Company	Mobile Number	Signature
1	Sarib Hussain	Khalil Rappet	0347-2001102	
2	JABBAR SHAH	AL-QAUI	0332-8786028	
3	SUMAIR ALI KHAN	VERTEX	0313-2694627	
4	Yousaf Khan	Export	0316-2332523	
5				



No.ASMT/SPPRA/NSP-29815/15-16 / 9199
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT
REGULATORY AUTHORITY
Karachi Dated November 2016

29

The Program Manager,
Nurition Support Programme,
Health Department, Government of Sindh,
Karachi.

SUBJECT: NIT NO: NSP/Proc/1377/80 25-8-2016 (SR#29815)

I am directed to refer to the Bid Evaluation Reports of the subject NIT received vide your letter No: NSP/Proc/PPRA dated 22.11.2016 and to observe that Bid Evaluation Report has been signed by Additional Director PH, Health department whereas as per notification of procurement Committee dated 02.06.2015 additional secretary (PM&I)) is a member of procurement committee.

2. In view of the above, Bid Evaluation Report in original is returned herewith and advised to furnish Bid Evaluation Report (in Original) duly signed by notified procurement committee for hoisting on website.

3. It may be noted that it is the sole responsibility of procuring agency to carry all the public procurement by observing SPP Rule, 2010 (Amended 2013), regulations and procedure in letter & spirit. Non-compliance of Sindh Public Procurement Rules, 2010 (Amended 2013), shall render the case of procurement as 'Mis-procurement'.

Assistant Director (Assessment)

Copy forwarded for information to:

1. The Secretary to Government of Sindh, Health Department, Karachi
2. The Staff Officer to the Managing Director, SPPRA

30/11/2016
Iskhan Ali
Plebes