

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2017-2018

Tender Reference No.2

Dated: 23-12-2017

Contract for Staff Canteen

Tender issued to M/s. _____

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1. INTRODUCTION

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested in availing the services of reputed contractor/service provider **to run & manage staff canteen near motor bike parking area**, as mentioned in tender document, from your esteemed firm / agency for one financial year.

Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope.

Please mention “**Tender Number**” at top left corner of the envelope. SHC reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

Kindly submit **Rs. 10,000/- as bid security** in the shape of “**BID SECURITY FORM**” OR “**PAY ORDER IN FAVOUR OF REGISTRAR, HIGH COURT OF SINDH**”.

2. INSTRUCTIONS:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. **Moreover, attach required supporting documents according to the requirement.**
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender document which includes full details of items and other terms & conditions may be downloaded **free of cost** from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk
- (d) **The last date to submit the Tender Document, in sealed envelopes is on or before 12th January, 2018 by 11:00 a.m.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. **The bids proposals will be opened on the same day at 11:30 a.m.** in the presence of representatives who may care to attend. Date and time of opening of financial proposals of technically qualified bids will be communicated to successful bidders in advance.
- (e) **Bid Security of Rs. 10,000/-** will be deposited along with Tender Document in shape of PAY ORDER / SECURITY FORM only in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.
- (f) Should you need further any assistance / guidance please feel free to contact with Mr. Muhammad Faiz Alam Contact No. 021-99203151 Ext 234 Cell No.0321-2032357.
- (g) Kindly mentioned “**Tender Number**” at top left corner of the envelope.

3. ELIGIBILITY CRITERIA

Kindly attach all relevant documents for evaluating the eligibility criteria.

S.No.	Eligibility Criteria	Requirement
1	Profile of firm/ service provider along with relevant documents.	Mandatory
2	Registration with relevant tax/regulatory authorities. (copies required)	Mandatory
3	At least ten years' experience of running/ managing canteen of offices.	Mandatory
4	Financial turnover of at least 50 million during the last five years. (bank statement and income statement required)	Mandatory
5	Agreements/ Contracts with at least ten (10) government and five (03) private sector organizations. (copies required)	Mandatory
6	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory

4. QUALITY AND STANDARD OF MATERIAL

The material to be used for preparation of the food stuff shall be fresh, halal, hygienic and standard quality.

5. RENT OF CANTEEN

No monthly rent will be charged for staff canteen. In lieu of monthly rent, contractor will provide food items to all staff members of Sindh High Court on subsidized rates. Staff will display their identity card at the time of payment in canteen.

6. UTILITY BILLS OF CANTEEN

All utility bills would be paid by the successful contractor on monthly basis and copies of the same shall be submitted to the office of the Secretary Services on monthly basis.

7. STAFF OF CANTEEN

The contractor will be required to engage adequate staff including cook, bearer, on his own account. The contractor shall not make any change in his staff without providing security clearance to the satisfaction of the SHC. The canteen staff hired by the contractor shall wear neat and clean prescribed uniform, gloves, shoes and caps to be provided by the contractor.

8. SECURITY CLEARANCE OF STAFF OF CANTEEN

The contractor shall provide security clearance from Police/Security Division of SHC for his staff visiting / posted at canteen of SHC in connection with the operation of the canteen at his own expenses. Also the contractor/his staff whether labor or other category will be required to establish identity at the gates of the SHC through his National Identity card. Contractor and his staff will be subject to standing security orders and instructions in force added, modified and amended from time to time by Government and the SHC.

9. ARTICLES FOR CANTEEN

All furniture, electrical items, stove, canteen items etc will be brought by the successful contractor/ bidder. The contractor will keep canteen neat & clean and in hygienic condition.

10. TIMING OF CANTEEN

The canteen shall remain open on all working days according to working hours fixed by SHC and the contractor shall checkup the working hours from the Office of the Secretary Services.

11. FINANCIAL PROPOSAL

- 1) Contractor/ bidders are advised to visit/ inspect Staff Canteen near motor bike parking before submitting financial proposal.
- 2) Rates should be inclusive of all taxes.
- 3) Financial Proposal should include detail description as per following formats. Bidder/ contractor may use extra sheet if so required.

11.1 BREAK FAST ITEM

Day	Item	Quantity	Quality	Subsidize Rate for staff
Day 1				
Day 2				
Day 3				

Day 4				
Day 5				
Day 6				

11.2 LUNCH ITEM

Day	Item	Quantity	Quality	Subsidize Rate for staff
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				
Day 6				

11.3 DAILY MISC ITEMS

Item	Quantity	Quality	Subsidize Rate for staff

12. PENALTY CLAUSE

In case the Contractor's Service/ quality of food is found unsatisfactory and if in spite of written warning from SHC the Contractor fails to improve the service up to the satisfaction of SHC within three days from receipt of said warning, SHC shall impose a penalty per deficiency of **Rs.50,000/-**. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, SHC has right of terminate of contract by giving 90 days' notice without assigning any reason thereof.

13. OTHER TERMS & CONDITIONS:

1. Tender document which includes full details of items and other terms & conditions can be downloaded free of cost from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk.
2. **Single Stage-One Envelope** method will be adopted for bidding process as per rules.
3. Company Profile along with relevant documents be attached with this document.
4. Contract may be awarded to the best evaluated bid on the basis of experience, rates, quantity and quality of food items.
5. The contract will be for one year from the date of signing of contract.
6. If any loss or damage is caused to SHC's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at its own cost.
7. All Government taxes will be charged as per applicable rates
8. All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be referred for Arbitration. The Registrar, SHC, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by SHC shall be withheld on account of such proceedings. The seat of the arbitration shall be at SHC Head Office Karachi. The parties hereto agree to the exclusive jurisdiction of court at Karachi.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Stamp & Signature

15. BID SECURIYT FORM

WHEREAS [Name of Bidder] (hereinafter called "**the Bidder**") has submitted its bid dated [date] for the **"Running/ management of Staff Canteen near motor bike parking area"**, (hereinafter called "**the Bid**").

KNOW ALL MEN by these presents that we [Name of the Bank] of [Name of Country] having our registered office at [Address of Bank] (hereinafter called "the Bank") are bound into the Registrar, High Court of Sindh, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of ----
-----, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2018

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to execute the Contract Form, when requested. or

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

By [Bank] .
(Title)
Authorized Representative

16. PERFORMANCE SECURITY FORM

To,

The Learned Registrar,
High Court of Sindh,
Karachi

WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in pursuance of the bid for "_____", dated _____ 2018, (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of [Amount of the guarantee in words and figures] , and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2018, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____