

BIDDING DOCUMENT

Provision of Food/Catering Services



KHYBER PAKHTUNKHWA
HEALTH CARE COMMISSION

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1. Tender Notice

The Provincial Government established the Khyber Pakhtunkhwa Health Care Commission (KP HCC) as an autonomous body to regulate public and private health care establishments in the province to improve quality.

Sealed tenders are invited from eligible service providers for FY 2022-23.

No.	Description
1.	Food with catering service for events of Khyber Pakhtunkhwa Health Care Commission

1. The service provider should be registered with FBR and should be on their ATL.
2. The bidding shall be Single stage – single envelop and all the items shall be considered as one lot.
3. Rates quoted shall be applicable for the whole financial years, i.e., till 30 June, 2023.
4. Rates quoted shall be inclusive of all applicable government taxes.
5. Services shall be acquired on need basis throughout the year and purchase order shall be issued for specific event on a case-by-case basis.
6. Bidding document is available on the websites of KP HCC (www.hcc.kp.gov.pk) and KPPRA (www.kppra.gov.pk).
7. KP HCC reserves the right to cancel the process without assigning any reasons.
8. Bidders should clearly mention “Food and Catering Services” on the top right-hand corner of the envelope.
9. Sealed bids should reach the Commission on or before 20th October, 2022, 11:00 AM. Bids shall be opened on the same day at 11:30 AM.
10. Bids received late shall not be entertained.

Director Operations

Khyber Pakhtunkhwa Health Care Commission,
Sector B-3, Phase 5, Hayatabad, Peshawar
Telephone 9217013-4

2. *Instruction to bidder*

These directions are provided to assist the bidder in preparing and submitting his/her tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.

- a) **Singe Stage, Single Envelope** bidding procedure shall be used for procurement.
- b) The bidders must submit the proposals in sealed envelopes by post/courier and as per specified procurement method.
- c) The proposal shall preferably be typed in English.
- d) The proposals must contain a cover letter on the bidder's letterhead, duly signed and stamped by authorized representative.
- e) The envelope(s) should contain the name address and contact details of the addressee and the addressors. Envelop should clearly be marked as "proposal for food and catering services" on the top right hand corner.
- f) Cutting/corrections or overwriting in the quoted price (s) will not be accepted.
- g) Telephonic / telexed / faxed / telegraphic quotations will not be entertained.
- h) **The bid shall contain income tax, sales tax and KPPRA certificates**
- i) The bidder shall keep their prices valid up to 30 June 2023. KP HCC may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- j) The bids should be in accordance with enclosed specifications/technical detail.
- k) The quotation must carry the authorized signatures of the representative of the supplier. The bidder shall submit the original tender documents completed in all respects and keep a copy of the tender for his/her own record
- l) The bidder shall submit an affidavit that it has not been blacklisted. o) Submit statement of any history of litigation or ongoing.
- m) The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the bid along with the bid.
- n) No bids in any case shall be accepted after the deadline.
- o) Preference will be given to the contractors having previous experience in conducting large functions.
- p) The bidder will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of this tender.
- q) The KP HCC may reject one or all such bids, which are vague (in terms of financial proposal) or does not adhere to these instructions.
- r) KP HCC may go for re-bidding in case the proposal does not satisfy its professional requirements.

3. General Terms and Conditions

Bidders are requested to read carefully the following terms and conditions and sign the Tender Form in token of having understood and accepted the same in all respects. They are also requested to submit the bid(s) complete in all respects. The quote(s) must be accompanied with a bid security of Rs.30,000/-. Tender without bid security will be out-rightly rejected.

- a) The supplier must be registered with the Income Tax and Sales Tax authorities.
- b) The quote(s) must remain valid up to 30 June 2023.
- c) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not separately mentioned the applicable taxes in their quotes, the procuring entity while comparing the offers will assume that the taxes have been included.
- e) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotations for any reason whatsoever, will be considered.
- f) Each supplier can only submit one offer but for all the items.
- i) Any bids received after the prescribed date & time for submission of bids shall be returned un-opened to the bidder.
- j) Under Section-47 of KPPRA Rules 2014, KP HCC reserves the right to accept or reject any or all bids with valid reason(s).
- k) The supplier will be held responsible for provision of the standard quality of food/catering. The committee will check the quality of items, if any substandard items are found, the supplier shall be liable for penalty and immediate replacement of the item.

4. Other Conditions of Contract

A. Payment Clause

Payment shall be made on production of the following documents: -

- a) The Supplier/Vendor submits original invoice.
- b) Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c) Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d) Valid Income Tax/Sales Tax Exemption Certificate (where applicable), otherwise Income Tax at current applicable rates shall be deducted from the invoice.
- e) A certified copy of Income Tax Registration.
- f) A certified copy of Sales Tax Registration Certificate
- g) A certified copy of KPPRA Registration Certificate

Note: Recovery of all applicable taxes at source should be made as per rules.

B. Sub-Letting Contract

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of KP HCC. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, KP HCC shall be entitled to cancel the Contract, however supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

C. Bribes Commission Etc.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with KP HCC, shall in addition to any criminal liability which he may incur and the contract may be subject to cancellation .

D. Force Majeure

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the

control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

E. Dispute Resolution

KP HCC shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014. If a bidder is not satisfied with the decision of the Committee, he/she may take recourse to the KPPRA.

F. Applicable Laws

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

5. *Bid Form*

To:

The Director Operations,
KP HCC

Dear Sir,

Having examined the bidding document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ in conformity with the said bidding documents for the sum of _____.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We enclose herewith a sum of Rs. _____ vide Call Deposit Receipt (CDR) No. _____ dated _____ as bid security, the full value of which will absolutely be forfeited to the Vice Chancellor, The University of Swat or his successor, in case we default on the supply tendered for.

We agree to abide by this Bid for a period up to 30 June 2022 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Bidding Document, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2022.

[Signature]

[In the capacity of]

6. Bid Schedule/ Quotation

(To be filled in by the Bidder)

1. Registered Name of the Firm (Block Letters)		
2. Name of CEO (Block Letters) _____ CNIC : _____		
3. Contact Information:		
i. Head Office: _____		
ii. Franchise/Outlet: _____		
iii. Postal Address: _____		
iv. Office No:	Cell No:	Email:

4. Registration with sale Tax (Copy to be attached) _____		
5. National Tax Non (NTN): _____		
6. KPRA Registration NO _____		
7. Aggregate of the total quoted price _____		
8. Fixed amount of Rs. 30,000 as bid security.		

1. Following are the details regarding request for quotation for KP HCC

2. Matrix to be filled by the bidder as per the instructions laid down here.

Item	Description	Qty	Unit Price per Head (Rs)	Total Price (with applicable taxes)
Food Menu (LUNCH) Normal event duration is 3-5 days	- Beef or Kabli Polao - Chicken Badami Qorma or Children Karahi - Mixed Vegetable or Shahi Dall - Nan, Salad and Raita - Fruit Trifle or Kheer)	32 to 35 persons each time		
Tea (2 times)	Tea with Fruit Cake and Biscuits	32 to 35 persons each time		
Catering within Peshawar	- Buffet Sets - Crockery and Cutlery - Transportation	32 to 35 persons each time		

Mineral water	250 ml	As per need		
	500 ml	As per need		
Tissue Boxes	100-150 sheets	As per need		

Note:

- 1) For food/catering items, the unit price should be inclusive of required taxes.
- 3) In compliance with Section 10 (c) (i) of the KPPRA Rules (2014), the above-mentioned quantity may be increased or decreased by KP HCC.

Signature.....

Name of Bidder.....

Postal Address:.....

7. Checklist

Please enclose the following documents with your bid.

S. No.	Document Attached	Yes	No
1	Bid security of Rs. 30,000 in the in form of a CDR		
2	Bid Form duly filled, signed and stamped		
3	Bid Data /Quotation		
4	A copy of Income Tax Registration Certificate along with ATL List		
5	A copy of Sale Tax Registration Certificate		
6	A copy of Sale KPPRA Registration Certificate		
7	Firm Profile with previous experience in conducting large functions		