



**Skyrooms (Private) Limited
Purchase Department**

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REF: APH-PUR/MILK/30/2022

Tender Cost Rs.6,000/- (Non-Refundable)

INVITATION TO TENDERS AND INSTRUCTIONS TO BIDDERS

M/S _____

**Subject: ANNUAL REQUIREMENT FOR THE SUPPLY OF MILK PRODUCTS FOR THE YEAR 2022-2023
AT SKYROOMS (PRIVATE) LIMITED, AIRPORT HOTEL KARACHI.**

Dear Sirs,

We are pleased to invite your sealed tenders for the items listed in the attached schedule/s. The terms & conditions of the tender/supplies are given below:-

SUBMISSION OF TENDER

1. You are required to send your sealed tenders **In the Single Stage Two Envelope Basis** addressed to Manager Purchase, Sky rooms (Private) Limited, Airport Hotel Karachi by **04-10-2022 Tuesday**. The tenders may be dropped in the tender box marked as **"Tender Box"** placed in the room of Purchase Manager, Sky rooms (Private) Limited, Airport Hotel Building latest by **11:00 am on 04-10-2022 Tuesday**. Tenders received after the stipulated date & time shall not be considered. The Airport Hotel will not be responsible for postal delays. Tenders will be opened at **11:45 am** the same day in the presence of all bidders.

2. All bidders are required to submit a **2% earnest money pay order (refundable)** addressed to M/S Airport Hotel along with their financial proposal which is applicable for 120 days.
3. **A security bid of 2%** of the total value is to be submitted by the successful bidder on contract awarding. The pay order or Bank guarantee would be valid from the day of awarding till 2 months after the expiry of the tender contract, a total of 14 months.

PREPARATION OF TENDER

The tender will be opened on a **“Single Stage Two Sealed Envelopes”** basis. All bidders must submit **two sealed envelopes** “Technical Proposal and Financial Proposal” enclosed within one large envelope addressed to Manager Purchase, Sky rooms Hotel, on or before the specified tender opening date/time.

1. Technical Proposal will be opened on the same date, whereas Financial Proposal will remain sealed till the evaluation of technical documents/ sample is concluded in accordance to specification/criteria as mentioned in the Tender document by Sky rooms (Private) Limited, Airport Hotel Management. The financial bid opening date would be later communicated to bidders.
2. Financial Proposals of only successful bidders will be opened who have qualified technical/sample evaluation. The unsuccessful bidders’ finances would be handed over without opening.
3. Technical proposal will be evaluated by the evaluation committee of APH. The results of the Evaluation will be communicated to all bidders accordingly.

The financial Proposal has the following compulsory documents.

- a) The Annexure “A” was duly filled in, signed, and sealed.
- b) Item category that the supplier is unable/not able to supply or does not have the provision to supply for, should be marked as N/A. The remaining table should be filled as per supplier stock capacity.
- c) 2% earnest money.
- d) Undertaking on 100-rupee stamp paper.
- e) Bidder may submit prices as per segregated Annexure.

Technical Proposal having following documents etc.

- Copy of GST & NTN certificate.
- Company registration certificate copy
- Company profile
- FBR registration certificate copy
- Client list
- No litigation certificates
- Exporter/ Manufacturer/ distributor/ General Order Supplier/Super Market/ GSA certificate if applicable
- ISO / PSQCA / HSE Certificates (If Applicable)

The outer cover of envelopes should bear the address of the Manager Purchase, Sky rooms (Private) Limited, Airport Hotel, Tender reference number, opening date, and company name with a stamp.

All information about the material proposed to be supplied must be given as required in the schedule to tender.

The tender will not be considered if complete information required is not given therein.

Particular attention must be paid to delivery time.

Authorized Signatures of individuals signing the tender and other documents connected with the contract must specify whether signing as:

- a) Sole Proprietor or his attorney.
- b) A registered active partner of the firm or his attorney.
- c) As secretary, Manager, Partner, etc., or their attorney in case of firms registered under the Partnership Act.
- d) The Tenderers must indicate whether it is a firm/company/organization etc. registered with Skyrooms (Private) Limited, Airport Hotel, or not. If registered then specify Skyrooms (Private) Limited, Airport Hotel Registration number.

PRICES

- a) The Prices quoted must be net as per accounting unit as shown in the Schedule to tender inclusive of all taxes. If exclusive should be clearly mentioned.
- b) The Prices mentioned in the tender will be treated as firm till the completion of the Purchase Order / Contract.
- c) The Prices must be stated for each item separately both **in words and figures**. Additional information, if any must be linked with entries on the Schedule to Tender.
- d) Offers must be valid for 120 days.
- e) Quotation must be written/ typed on Sky rooms (Private) Limited, Airport Hotel prescribed form otherwise Bids will not be entertained.
- f) Supplier can provide a voluntary discount in the form of a percentage before financial envelope opening, any discount offered afterward would not be considered.
- g) Supplier may quote prices as per segregated Annexure and would be evaluated as per the same.

APH Green initiative.



As part of the APH Green initiative, to improve sustainability and promote an eco-friendly environment, awarded suppliers are to invest a small percentage into horticulture activities to help boost Hotel serenity.

The supplier may either fund the project or they may beautify Hotel gardens using their own resources.

The green initiative project is a way to build stronger relations between suppliers and the Hotel promoting recreational bonding and ultimately lessening green-house impacts through proper landscape planting.

ACCEPTANCE OF TENDER

Sky rooms (Private) Limited, Airport Hotel does not pledge themselves to accept the lowest tender and reserves the right to accept or reject any or all tenders/quotations or extend the date of opening with assigned reason.

Yours truly,

For: Sky rooms (Private) Limited

Manager Purchase SRL

Encl:

- 1. Tender Annexure-A**
- 2. Terms & Conditions**
- 3. Mandatory Requirement**
- 4. Undertaking**
- 5. Draft Agreement**

Notes: 1- Prescribed Tenders form for the subject item may be directly downloaded from Airport Hotel / PPRA website

Annexure-A

SKYROOMS (PRIVATE) LIMITED					
Tender Schedule for the Supply of "Milk"					
S.NO.	DESCRIPTION OF ITEMS WITH SPECIFICATIONS	Unit	Quantity	Rates Exclusive of taxes	
			Yearly (Approx.)	Figures	Words
1.	Milk (Olpers UHT Milk 1.5 lit)	Pkt	14,400		
2.	NESTLE Everyday Milk (5 Gram Sticks)	Pkt	300,000		

Note: The above quantities are subject to change as per demand

Labeling:

- Date of manufacturing and expiry must be printed on each Packet.
- Expiry on stickers/removable is not acceptable.
- Expiry less than 06 months at the time of delivery is not acceptable.
- Ingredients must be declared.
- Registered Brand.
- Brand name must be labeled on each Packet.
- Inscription "FOR Skyrooms (Private) Limited, Airport Hotel USE ONLY" should be printed on each Packet with Skyrooms (Private) Limited, Airport Hotel logo.
- Registered Brand with National / International distribution.

Transportation / Delivery:

- Supplies to be delivered to Airport Hotel in the hygienically cleaned and covered vehicle so that items are not exposed to sunlight and other pollution. Proper temperature to be maintained in order to prevent supplies from spoilage/deterioration as per product requirement.

Laboratory Reports:

- Samples will be evaluated by the Evaluation Committee of SRL subject to clearance of microbiological analysis if required.
- Lab Report on Ingredients from a reputable lab and sensory text if required.
- Ingredients must be declared/mentioned.

Packing:

- All cartons must mention “FOR Skyrooms (Private) Limited, Airport Hotel USE ONLY”.
- Net wt. should according to specs as mentioned above.
- To be supplied in cartons of 12 packs or as per standard packaging.
- Each container shall be clearly marked or labeled with the name of the product, Name, and address of the manufacturer, Net weight volume & date of expiry.
- Damaged, dirty, and dusty/dirty Packet not acceptable.
- Tea bags should not contain stapler pins.

Who can supply:

- Manufacturer / Authorized dealer of manufacturer / General Order Suppliers registered under GST / NTN Authorities.

Sample:

- Sample required for the above-mentioned items (**Samples are not returnable**).

Other Terms & Conditions:

- Brand name, specifications, and source must be mentioned on the purchase order (PO).
- Skyrooms (Private) Limited, Airport Hotel reserves the right to inspect/visit the facilities of the vendor at any time during the currency of contract for inspecting HSE / Quality Standards.
- Items found below the required specs shall be rejected/returned without any liability to Skyrooms (Private) Limited, Airport Hotel.
- Skyrooms (Private) Limited, Airport Hotel security pass for vehicles and employees is the responsibility of the vendor
- Supplier staff delivering goods must wear a clean uniform (including shoes and company logo/identity). A fine of 2% on each supply will be imposed in case of non-compliance.
- Deviation + - 5 is acceptable for all bidders.

We/ I hereby confirmed having read and understood the terms and conditions of the tender and we / I expressly confirm and agree that our tender for the supply of the above-mentioned items is in terms of and subject to the terms and conditions of the tenders.

TENDERER'S SIGNATURE _____ DESIGNATION _____

ADDRESS _____

Tel No. _____ Fax No. _____ Email _____

GST No. _____ NTN NO. _____

SEAL _____

Tender Terms & Conditions

- Annexure "A" is an integral part of the tender and should be duly filled, signed, and stamped by the bidder.
- All bidders are required to quote rates on the prescribed Annexure "A" format.
- All participants are required to quote rates inclusive of all Government taxes and GST, in the case where taxes are not quoted, the bidder should mention "rates exclusive of taxes".
- All bidders must quote a single rate and advice on the best possible delivery period.
- Quoted rates must be firm and fixed in all aspects
- Quotation must be valid for 120 days from the date of technical proposal opening.
- Quantity may increase or decrease by 10% to 15% is not the upper limit.
- Bid will be awarded on the lowest rate basis (Item wise).
- Item qualification is subject to evaluation by providing a sample to determine the required quality by SRL and items found below SRL standard shall be rejected.
- Sky rooms reserves the right to ask the vendor for further product samples for the best possible evaluation.
- Bidder must fulfill documentary requirements as per Sky rooms (Private) Limited, Airport Hotel procedure.
- Supply to be directly delivered to Airport Hotel, Karachi, and must comply with laws of Pakistan.
- Payment will be carried out within 30 days of submission of bills.
- Sky rooms (Private) Limited, Airport Hotel, security pass for vehicle and employees is the responsibility of the vendor.
- Supplier staff delivering goods must wear a clean proper uniform (including shoes) and company logo/identity otherwise fine of 02% per supply will be imposed.
- Manufacturer/ authorized dealer of manufacturer/distributor/ supermarket/ general order suppliers registered under GST/NTN.
- Delivery must be made at Sky rooms (Private) Limited, Airport Hotel.
- 2% earnest money pay order must be submitted along with the financial bid.
- Delivery should be made between 10:00 AM to 4:00 PM.
- All sorts of stamp duty will be borne by the manufacturer / authorized dealer of manufacturer/ distributor / general order supplier.

- Manufacturer preferably be HACCP certified (if applicable) and product offered to be approved by Pakistan Standards and Quality Control Authority (PSQCA) (if applicable). ISO certification may be considered an added advantage.
 - Hotel Management has the right to impose a penalty/fine if goods/services are found not up to the mark or as per the sample submitted.
 - Goods received at Store if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected goods would be provided as per the delivery schedule laid down in the contract. The replacement will be provided without any additional cost.
 - All matters connected with this inquiry and subsequent actions arising and thereafter fall within the scope of PAKISTAN OFFICIAL SECRET ACT 1923 which forbids providing contractual information to an unauthorized / un-concerned person/organization. It is, therefore, requested to ensure complete secrecy regarding documents.
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- If the firm withdraws its offer or backs out from providing items won by the firm within the validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the bid security.
 - “Force Majeure” means any event, act / or other circumstances not being an event, act, or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement. The Purchaser has the right to conduct investigations to satisfy itself about the genuineness of the “Force Majeure”.
 - Supplier is strictly not allowed in hotel premises except designated waiting area and place where commodities are being delivered till specifically asked.
 - Any operation disturbance occurred an Rs10,000 fine will be imposed.
 - Qty should be delivered in on-go partial delivery not acceptable
 - Airport hotel reserved the right to inspect premises during office hours without any intimation
 - If the supplier fails to deliver any or all of the goods by the date(s) of delivery or perform the related services within the period specified in the contract, the purchaser may take the following action:
 1. Cancel the contract
 2. To purchase from elsewhere.
 3. The purchaser’s decision under this clause shall NOT be subjected to arbitration.

Hotel management reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA rules 2004 without thereby incurring any liability to the affected Bidder. Moreover, the past performance of the firms may also be considered.

NOTE

If any stage documents provided by participants are found tempered/bogus Earnest Money deposited will be forfeited.

Manufacturer / Authorized Distributor / Suppliers registered with sales tax authorities are allowed to participate with all related documents at the time of technical opening.

All Bidders Should fulfill every column and attach the relevant documents along with the proposals

The bidder not fulfilling and/or all of the above shall be declared non-responsive / disqualified. In addition to this, all terms and conditions should be complied with by the Bidder. Participants allow quoting one price one brand only, for all items, and also to quote the required mode of packing.

[RUPEE ONE HUNDRED NON-JUDICIAL STAMP PAPER]

[Enclose with technical proposal]

General Manager

Airport Hotel Karachi

V5V3+RJ2, Star Gate Rd, Faisal Cantonment, Karachi, Karachi City,

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned bidders do hereby confirm, agree, and undertake to do the following in the event our / my tender, for _____ is approved and accepted: -
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us/me, receipt whereof is hereby acknowledged and which has been studied and understood by me/us without any change, amendment, revision or addition thereto, within a period of seven days when required by APH to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borne by us/me.
4. That we / I shall deposit with APH the amount of Security as specified in the contract which shall continue to be held by APH until three months after the expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by APH the Earnest Money/Security Deposit held by PIA shall stand forfeited and we / I shall not question the same.

Bidder's Signature	
Name in Full	
Designation	
Cell No:	
Email:	
Address:	
Phone No	
Fax No	
N.I.C. #	
Seal	
Dated	

INTEGRITY PACT / DISCLOSURE CLAUSE (On Letter Head of Firm)

Declaration of Fees, Commissions and Brokerage Etc. Payable By the Suppliers, Vendors, Distributors, Manufacturers, Contractors & Service Providers of Goods, Services & Works

_____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees, etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege, or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to the Government of Pakistan under any law, contract, or other instruments, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by the Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify the Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.