

TENDER FORM
(Receipt)

Date of submission 29-04-2014

Time of opening . 02-00 P.M.

Issued in favour of Messers: through
Challan for Rs. 2000/= (Rupees Two Thousand only) non refundable vide challan No.....
dated20.... in Food Account-II at SBP/NBP.

**ASSISTANT ACCOUNTS OFFICER (F)
HYDERABAD REGION**

“A” Name & Signature of Contractor

“B” CNIC No. of contractor
(copy attached)

“C” Rubber Stamp

“D” Full Business Address of firm
which the person(s) present.

“E” The capacity in which the tenders
has signed on behalf of the firm.

“F” Whether the firm is Registered firm
or Un-Registered partnership firm

REGIONAL DIRECTORATE OF FOOD, HYDERABAD
TENDER FORM/ENQUIRY FOR TRANSPORTATION

Date of opening of Tender: 29-04-2014
 Time of Receipt of Tender: 01-00 P.M.
 Time of Opening of Tender: 02-00 P.M.
 Wheat Crop 2014.
 Contract period: Upto 28-02-2015.

DESCRIPTION OF WORK:

The description of work of the following component for Handling of Transportation of wheat/bardana etc. subject to the conditions laid down SPPRA Rules. The wheat is to be lifted from the specified centers/ Godowns of the designated districts in Hyderabad Region. The contractor shall have to lift correct number of bags with weight on 100% weighment basis from dispatching ends after satisfaction of quality, quantity and weight from dispatching centers and deliver the same to the Incharge P.R.Centers/Godowns of District Hyderabad Region on prescribed weighbridge. The contractor will be fully responsible for all enroute shortages and other losses in transit and the same will be recovered from his bills/security deposit and or as arrears of Land Revenue to which such contractor will have no counterclaim in view of a personal surety bond which he will have to produce at the time of agreement. Any item(s) of work or any part thereof can be suspended/ withdrawn/terminated any time without assigning any reason(s) thereof, no claim whatsoever shall be entertained in this behalf.

S.NO.	COMPONENT	DESCRIPTION OF WORK	QUOTED RATE PER BAG OF 101 KG.
1.	Within-District	All WPCs to PRCs	The list of work and required security deposit attached at Annexure-A
2.	Within-Region	All WPCs/PRCs to other designated District	The list of work and required security deposit attached at Annexure-B
3.	Inter-Region	All WPCs/PRCs of the District to other Region	The list of work and required security deposit attached at Annexure-C
4.	Inter-Province	Punjab, PASSCO & imported	The list of work and required security deposit attached at Annexure-D

Rate should be quoted per bag of 101 Kilograms gross from any centeres / PRCs of District to any PRC / Privately hired godown in Hyderabad Region as shown against each including the loading / unloading proper stacking inside the center / godown to the level upto 15 to 18 bags high, besides collection of sweeping stiching of torn / slack bags with cost of sutlie etc. as attached **Annexure-A,B,C&D**. The weight of bardana will not be chargeable towards transportation charges.

I have read/got read the terms and conditions and hereby undertake to discharge the duties accordingly and undertake to provide the required No. of Trucks as above.

Pay order No.....dated for Rs.....
 on Bank Branch is / are enclosed.

Note: Pay order in full amount fixed for security deposit for each district may be enclosed, which must be issued from any schedule Bank.

Signature of the Tenderer/Bidder..... Dated.....

TERMS AND CONDITIONS OF TENDERS:

1. This tender form and the schedule(s) list of work should be signed with the name of persons and Firms Rubber stamp, with Registration number.
2. The tenders shall be submitted in the tender form and the attached schedule(s) list of work duly and properly filled and signed.
3. Parties/contractors who have not performed satisfactory work and have failed in fulfilling their contractual obligations with the Department shall not be eligible to compete in the tender.
4. The tender should be in sealed cover addressed to the Deputy Director Food Hyderabad Region, and be sent either through registered post or handed over in person in the office of the Deputy Director Food, of the Region. It should be ensured that the tenders sent through registered post must reach the office of the respective Deputy Director Food, well within the time and date of its submission as notified.
5. Incomplete tender(s) schedule(s) shall not be entertained, and condition or alteration, cutting of words or figures, erasing and insertion of any remarks on the tender form(s) schedule(s) will not be accepted and such tenders shall be rejected.
6. Offers once submitted shall not be allowed to be withdrawn. In case any offer is withdrawn, the losses, if any, that may accrue to Government by such withdrawal shall be payable by the party/firm concerned.
7. The tenderer shall have to enclose a pay order of any schedule Bank for the sum fixed for Security Deposit, separately for each center/District in respect of Indigenous wheat as per schedule(s) towards earnest money duly pledged in favour of respective Deputy Director Food. The earnest money will be adjusted towards the Security Deposit fixed as per for schedule(s) list of work. The security deposit of un-successful tenderers will be returned after deciding the lowest rate.
8. Rate should be quoted both in figures and in words in the schedule/work attached **Annexure-A/B/C/B** with this Tender form and rate/route shall be considered equal to the Number of required security deposit only.
9. The rates should be inclusive of all charges i.e. loading/unloading of commodity, cost of material specified in the schedule(s) under the description of work and taxes, and nothing shall be paid by the department. The contractor shall be duty bound, to work after normal hours and on Sunday/Holiday for which no overtime charges/double the normal rate on any account shall be payable by the Department.
10. The contractor shall provide adequate Labour and the required number of trucks daily but not less than that prescribed in the attached schedule of work for each center as and when demanded for handling and transportation of commodity. In case the contractor fails to provide adequate labour and required number of trucks, the work shall be got done from the local market after giving him a notice of 24 hours and the expenditure in excess of his fixed rates including losses suffered, if any shall be recovered from the contractor. The quantity should be lifted under all circumstances without fail. The Department shall however, be entitled to get the work done simultaneously with through agency / party or the private transport company for that the approved transporter shall have no objection to it.

11. The contractor shall load and unload the goods in his own presence or of his assignees(s) representative(s) etc. at all designated places and shall lift goods after his satisfaction of quality, quantity and weight from dispatching centers. The contractor shall be fully responsible for all enroute shortages or damages etc. and will be required to make good the loss by the replenishment or shall have to pay the cost. The recovery of cost of wheat shall be effected at Rs.2/= per K.g. over and above the Govt. issue rate prevailing at that time OR open market price at that date which ever is higher against issue price including Rs.2/- per kilogram (penalty). If, any change in the rate is found, the recovery will be made from that rate. This cost shall be recovered from the running bills/pending bills, Security Deposit or as arrears of Land Revenue and thereafter no complaint will be entertained. The transportation charges to disputed stocks will be withheld till the settlement of disputed stocks.
12. The contractor shall give correct delivery of bags and weight to the Incharge P.R.Centre/ Godowns and stack the bags in the godown in countable position and for failure on his part the stocks shall be got stacked / restacked at his risk and cost and the expenditure involved shall be recovered from him. The grains leftover inside and within the godowns premises as a result of handling by the laboures of the contractors shall be collected, in the form of sweeping, filled in bags and stacked by him properly failing which the work will be got done at his risk and cost and losses suffered expenditure incurred if any shall be recovered from him.
13. The bags of food grains shall be stacked up to 15 to 18 layers of standard/un-standard bags, with collection of sweepings Stitching of torn slack bags and cost of sutlie etc. and its cost should be included in the rates tendered. The bags will be stacked in proper countable position.
14. **PERIOD OF CONTRACT:**
The period of contract shall commence from the date of approval of rates or any other date as specified by the Deputy Director Food and expire on 28th February, 2015. The Deputy Director Food, may terminate the contract at any time without assigning any reason(s) subject to the relevant provision of SPPRA Rules, thereof and without entertaining any claim or compensation to the contractor whatsoever. The Deputy Director Food may also withdraw full or any items(s) of work during the period of contract without assigning any reason and without entertaining any claim of compensation of the contractor. The purchase/tender committee reserves all the rights to extend the period of contract or part thereof to the extent of 15% of work already preformed as contained in SPPRA Rules OR other wise as envisaged under SPPRA/Financial Rules.

15. **SECURITY DEPOSIT:**

- (i) The earnest money in the shape of pay-order CDR etc. submitted at the time of tender will be adjusted towards the Security Deposit.
- (ii) The Security Deposit is required to be paid in the shape of pay order to be drawn in favour of Deputy Director Food along with offer. The Security Deposit furnish as per terms and conditions of the contract shall be confiscated by the purchase/tender committee in full or part thereof for any breach of the provisions of the agreement by the contractor or person acting on his behalf, or against any outstanding dues or any loss of damage caused to Government. The Deposit will be refunded to the contractor after 3 (Three) Calendar months of the date of expiry of the contract and on production of "NO DUES CERTIFICATE" from respective District Food Controller. The Refund may however be considered before the expiry of the contract, on merit.

16. **SUBMISSION AND PAYMENT OF BILLS:**

The contractor shall prepare bill(s) in quadruplicate accompanied with the truck-wise details of dispatches showing the number of bags and weight transported and the progressive total of upto date dispatch from each Centre and will submit the same to the District Food Controller concerned who will get the bill(s) certified from the Incharge of the P.R. Centre / Godown about the correctness of the work done by the contractor. The District Food Controller before countersigning the bill(s) for payment should make himself sure that quantity certificates of both the dispatches and arrivals have been checked and the stocks arrived have been properly accounted for in the stock Registers at the Godowns. The District Food Controller after satisfying himself about the correctness of the stocks received as per dispatch certificate will inform the dispatching end i.e. the District Food Controller for the quantity received at designated place through the transport contractor from the particular centre / Godown with the support of the centre-wise quantity acknowledge / receive at designated place monthly progressive total which also be intimated by him i.e. the Centre Incharge / District Food Controller of dispatching end to respective District Food Controller / Deputy Director Food. After ascertaining the correctness of the above position, the District Food Controller will record pay order on the bill(s) and pass it on to Regional Audit Officer / Assistant Accounts Officer Food of the respective Region for pre audit. The whole process of security by the District Food Controller should not take more than 15 (Fifteen) days before the payment is allowed, by the respective Deputy Director Food to District Food Controllers of the Region on the basis of demand except Deputy Director Food Karachi who will allowed / make payments through Assistant Accounts Officer and Assistant Director Food to the parties concerned, the maintenance of record of transport bills claim will entirely rest with the District Food Controller as well as Assistant Accounts Officer (k) and they will be responsible to produce the same on demand for them. The payments shall be made in accordance with SAP/3R system.

17. AGREEMENT:

- (i) If the successful parties / bidders fail to execute an agreement with the Food Department within seven days of bid acceptance, his Call Deposit will be forfeited in favour of Government after due Notice. The call deposit of 2nd and 3rd lowest should not be returned till an agreement is executed with the successful bidder (1st and 2nd or 3rd lowest) as the case may be.
- (ii) After acceptance of the lowest rates, the successful party will be required to commence the work as directed and execute an agreement with the Government on Rs.200/- (Rupees Two Hundred only) non-judicial stamp paper which will be supplied by the party within (7 days) seven days of the acceptance letter and affix adhesive at 0.3% stamp duty of the value of the contract or as per prescribed relevant rules.
- (iii) The purchase / tender committee reserve the right to add or substitute any clause of the agreement in the interest of Government work and public utility.
- (iv) The respective District Food Controller of Hyderabad, Mirpurkhas, Sukkur, Larkana Regions and Deputy Director Food Karachi in case of Karachi Region shall execute the agreement which may recover from the contractor as compensation such sums as he may consider recoverable, if any stock entrusted to the contractor under the agreement are lost, got damaged or misappropriated. In case the damaged / losses assessed are more than the amount of the security deposit and amount of the un-paid bills, the contractor shall pay the balance within the period specified by the respective District Food Controller / Deputy Director. In case of default the Government dues shall be recover as arrears of Land Revenue.
- (v) If, any question, difference of opinion or objection whatsoever arises in connection with the operation or the managing of the terms and conditions of the agreement or any part thereof, or the rights, duties, liabilities or either party, the same inso-far as the decision for any such matter herein before provided for and has been so decided, or every such matter herein whether is decision has been otherwise provided for, and/ or whether it has been finally decided accordingly as to whether the contract shall be terminated or as has been rightly terminated, and as regards the rights and obligations of the parties as a result of such termination shall be referred for arbitration/ Re-redressal Committee to such person as may be appointed in this behalf by the Secretary Food to the Government of Sindh and his decision shall be final and binding. Deduction of money if any awarded in such arbitration/ Re-redressal Committee shall be recoverable in respect of the matter as referred.

18. ISSUE OF WORK ORDER:

After the tender is approved, agreement signed and security deposited in full, the Centre Incharge / District Food Controller of the dispatching end shall in accordance with the allocation made by the competent authority, issue work order in the prescribed proforma indicating the specific quantity to be shifted upto a particular date estimated daily target shall also be indicated.

19. IMPOSITION OF PENALTY:

A.

- (i) Penalty shall be calculated and imposed upto the rate of 8% of the transportation charges for the quantity transported less than the target indicated in the work order.
- (ii) The assessment of penalty shall be on the basis of monthly performance of the contractor in respect of wheat purchase centres and PRCs respectively and the total amount of penalty so calculated will be recovered from the bills. In case, the amount of penalty exceeds the amount of bills, the same will be recovered from the security deposit.
- (iii) Keeping in view the performance of the contractor, a percentage of the bill/ bills if necessary, may be withheld till the finalization of the work. Final assessment and adjustment of the penalty and withheld amount shall be made in the final bill under a work. Action under this provision shall only be necessitated if the target in the work order exceeds the quantity laid down under para-18 (ii) above. In all other cases, the risk will stand covered from the amount of security.
- (iv) In case of un-satisfactory performance or non observance of any condition of the agreement by the contractor, any action warranted under the policy may also be taken in addition to the imposition of the penalty.
- (v) Any under-assessment of penalty shall be the personal responsibility of the District Food Controller making payment of the bill.
- (vi) The above provisions shall be applicable to all categories or contracts under this policy but in case of contracts within district for shifting of wheat from WP centre to PR centre, the assessment of performance will be made on weekly basis.

B. The District Food Controller as well as Deputy Director Food may terminate the agreement at any time if:

- (i) The contractor fails to discharge the commitments of or fails to observe the instructions issued to him by the Department.
- (ii) The contractor proves to be incapable in performing satisfactorily work entrusted to him.
- (iii) Any gratification, commission, gift or any other illegal advantage given by or on behalf of the contractor to any officer, official or any person acting on behalf of Government in relation to the operation of the agreement.
- (iv) The contractor pilfers or abets the pilferage of Food grain or nay other Government properties or causes loss to Government or collaborates with any officer, official of the Government in causing loss to Government.
- (v) The contractor assigns or sublets his contract without written permission of the respective Deputy Director Food, or attempt to do so, become insolvent or any in solvency proceeding etc. have already been or are commenced against him.

(vi) In the event of the agreement being terminated as per clause above, the Contractor shall without prejudice to any other liable to make good the loss or damage the Government resulting from such transactions and the Deputy Director Food, may cause the entire work or any part thereof to be performed by any other agency and recover from the contractor the loss/ damage suffered by the Government in this behalf.

These presents shall be treated and considered as entered into under the order of Government for the performance by the contractor of Public duty and act in which the Public are interested within the meaning of Section 74 of the contract Act 1872 and conditions laid down in the SPPRA Rules.

DECLARATION:-

I/We have read/got read, the above terms and conditions other clauses and have fully understood the meaning of the tender form and description of work in the attached schedule(s) list of work and have affixed my/our signature/thumb impression hereunder in token of my/our consent to perform the job on the given conditions severely and jointly.

In witness thereof, the said parties have hereinto set their hands the days and year as written above.

Signature of the Contractor
with Rubber Stamp

Business Address.

Telephone No.
