

GOVERNMENT OF SINDH SINDH SEED CORPORATION Hussainabad, Hyderabad

<u>TENDER DOCUMENT</u>

MANUAL OPERATION CONTAINS THE

CEREAL SEED (WHEAT & PADDY), COTTON GINNING/GINNING OF PHUTTY, LOADING & UNLOADING OF RAW PRODUCE, FINISHED SEED, EMPTY BAGS FERTILIZERS AT SPP, SSC, SAKRAND.

FROM

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PRODUCTION, PROCESSING & MARKETING DIVISION, SINDH SEED CORPORATION, HUSSAINABAD, HYDERABAD. 18

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid N⁻⁻N also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

Draft Bid Jing Document for Works up to 2.5 M

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a) Name of Procuring Agency:- Sindh Seed Corporation, Govt: of Sindh
- (b) Brief Description of Works:- Manual Operation, Contains the Cereal Seed (Wheat & Paddy), Cotton Ginning/Ginning of Phutty, Loading & Un-Loading of Raw Produce, Finished Seed, Empty Bags Fertilizers at Seed Processing Plant, Sindh Seed Corporation, Sakrand
- (c) Procuring Agency's address:- Sindh Seed Corporation, Hussainabad, Hyderabad

(d)	Estimated Cost:- 10,97,600/-
(e)	Amount of Bid Security:3%
(f)	i) 1 st publication to 10-08-2015 ii) 11-08-2015 to 26-08-2015 (Re-Called in case of non response is received on 10-08-2015
(g)	Security Deposit:-(including bid security):- 10% (3% at the time of Bid Submission &
	7% deductible from the running bills
(h)	Percentage, if any, to be deducted from bills :- 7%
(i)	i) 10-08-2015, 11:00 A.M ii) 26-08-2015, 11:00 A.M (In case of nor response is received on 10-08-2015
(j)	Venue, Time,Office of the Director Production/Processing ∧ Date of Bid Opening:-Marketing, Sindh Seed Corporation, Hussainabad, Hyd.
(k)	Time for Completion from written order of commence: - <u>30-06-2016</u>
(l)	Liquidity damages:
(m)	Stamp duty:- 0.30% or notified by the Govt: of Sindh will be paid by successful bidder as stamp duty
(n)	Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work: The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the authorized Officer (Plant Manager, Seed Processing Plant, SSC, Sakrand is Authorized Officer) of the work. Failing such authority the contractor shall have no claim to ask for payment of work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages: The contractor shall pay Liquidated Damages (if any) to the agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of Liquidated Damage paid by the contractor to the Agency shall not exceed 10% of the contract price. Agency may deduct Liquidated Damages from payments due to the contractor. Payment of Liquidated Damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract:

- (A) Procuring Agency may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Authorized Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) To finalize the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Procuring Agency, the contractor shall have:-
 - no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,

 However, the contractor can claim for the work done duly certified by the Authorized Officer in writing regarding the performance of such work and has not been paid.
Procuring Agency may invite fresh bids for remaining work.

Clause -4: Possession of the site and claim for compensation for delay: The authorized officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in staring of the work on account of any acquisition of land, water standing in borrow pits/compartment or in according sanction to estimates. In such case, either data of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date: The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Authority in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications: The contractor shall execute the whole and every part of the work in the most substartial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Director Production, Processing & Marketing and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Director Production, Processing & Marketing and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments:

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Authorized Officer shall forward the same with inspection/receiving reports for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill.

The Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes (income Tax, Sindh Sales Tax etc. imposed by the Government from Time to Time).

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Procuring Agency from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Authorized Officer's certificate of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Procuring Agency may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders:

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Authorized Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Authorized Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Higher Authority.

Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Procuring Agency may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove the notified defect so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) Uncorrected Defects:
 - (i) In the case of any such failure, the Procuring Agency shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Authorized Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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Clause - 11:

- (A) **Inspection of Operations.** The Authorized Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for ar d every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The DPP&M, SSC shall give the contractor reasonable notice of the intention of the Authorized Officer or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up:

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Authorized Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Authorized Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Procuring Agency may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Procuring Agency.

Clause-14: Measures for prevention of fire and safety measures: The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Authorized Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by he contractor's labour shall be paid by him.

Clause-15: Sub-contracting: The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the

works without the prior consent of the Procuring Agency. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or reglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Authority of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Authorized Officer of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Procuring Agency, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18:- Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

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- (B) Secured Advance is not allowed against materials brought at site.
 - (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
 - (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue: Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money: On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date of submission the final bills), the defects notice period has also passed and the Authorized Officer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Clause -21: Period of Contract: The contract will be awarded for the year 2015-16. That bidder shall be fully bound to carry-out all manual operations required for processing of Wheat, Paddy Seed and ginning of Phutty to the entire satisfaction of Plant Manager or authorized Nominee of Sindh Seed Corporation. That bidder shall work according to the priority fixed by Plant Manager/authorized Nominee of Sindh Seed Corporation. The following documents must accompany the Tender documents:-

- i) Photo copy of last performance Certificate.
- ii) Income Tax Relaxation Certificate if any.
- iii) Photo Copy of C.N.I.C.
- iv) Registration Certificate of Sindh Revenue Board.
- v) Professional Certificate of District Excise & Taxation Department.

DEPUTY DIRECTOR (FINANCE)

Accepted	
Signature of bidder	
Name of Bidder	
Address of bidder	
Telephone/Cell No CNIC No. Fax No. NTN No.	•

DIRECTOR PRODUCTION, PROCESSING & MARKETING





DETAILS OF MANUAL OPERATIONS_____ RATES OFFERED PER 40 KGS CEREAL SEED (WHEAT & PADDY).

A. <u>CEREAL SECTION</u>.

- 1. Loading & Unloading of Raw Seed for reception gutter of Plant shifting, setting including collecting spread over material in Store. Unloading of empty bags and setting in store and other operations which are necessary required before Pre-Cleaning.
- 2. Pre-Cleaning feeding to reception gutter, empty bags collecting repair of bags, bag cleaning by machine, making bundle of bags, shifting, setting and collecting spread over material through-out Plant and Store and all operations which are necessarily required during Pre-Cleaning.
- 3. Processing collecting the processed finished seed in bags through authoweigher, weighment through Plat FormScale, Double Stitching, Tagging, Stamping Stenciling, Shifting and setting in Store. Collecting spread over seed from floor, pits of Elevators and conveyors and all the machinery and Plant Area and store, collecting waste materials from Machines, Stitching, shifting and setting in Store including loading/unloading and stitching of bags/ Bales and all other operations which are necessary for processing. Hand sewing of Basic Seed if required.

TOTAL	RATES	OFFERED	FOR	
ABOVE	WORK AS	MENTION	ED IN	
Sr. No.	1 TO 3			

Signature	
Name of Bidder	
CNIC No.	
NTN No	

B. COTTON GINNING/GINNING OF PHUTTY

1. PHUTTY SECTION

- a) Unloading of Phutty per maund of 40 Kgs.
- b) Setting Phutty per maund of 40 Kgs.
- c) Weighment of Phutty per maund of 40 Kgs.
- d) Setting of Phutty per maund of 40 Kgs.
- e) Shifting of Phutty per maund of 40 Kgs.
- f) Opening of Phutty per maund of 40 Kgs
- g) Putting of Phutty in Stock area for drying per maund of 40 Kgs.

2. GINNING SECTION

- a) Filling of Jholli from open Phutty per maund of 40 Kgs.
- b) Shifting manually Jholli Phutty from stacked area to Thalla per maund of 40 Kgs.
- c) Spreading of Phutty by Dandari three times per maund of 40 Kgs.
- d) Filling of Jholli per maund of 40 Kgs.
- e) Shifting from Thalla to Pipe per maund of 40 Kgs.
- f) Feeding the Phutty to Machine per maund of 40 Kgs.

3. COTTON SEED

- a) Stenciling on bag.
- b) Filling bags with machine / hand.
- c) Removing filled bag from machine.
- d) Weighment of filled bags of Cotton Seed.
- e) Shift ng of filled bags of Cotton Seed.
- f) Stitching of filled bags of Cotton Seed.
- g) Filling of Seed in bags.
- h) Weighment Stitching, Tagging setting etc.
- i) Shift ng of filled bags from Machine to Store.
- j) Setting of filled bags of Cotton Seed upto 15 bags height.

PRESSING SECTION

4.

- a) Spreading of water on lint two times.
- b) Putting Lint in Press machine.
- c) Pressing the Lint by foot by labour
- d) Covering the Lint bale with Hessian Cloths.
- e) Covering the Lint bale with bailing hoops.
- f) Removing the bales from bailing press
- g) Weighment of Lint bales.
- h) Covering and Stitching of sides of bales.
- i) Shifting of Lint bales.
- j) Setting of Lint bales.
- k) Loading/Unloading of Cotton Seed/Cotton Lint bales/bags and bales.
- l) Weighment of Cotton Seed bags filled.
- m) Shifting of Cotton Seed filled in bags.

TOTAL RATES FOR WORK AS MENTIONED IN B.FROM SR NO. 1 TO 4_____

MISCELL ANEOUS

a) <u>LOADINC//UNLOADING OF RAW PRODUCE, FINISHED SEED, OIL SEED, FERTILIZER PER</u> 40 KGS.

Rs.

b) UNLOADING OF EMPTY PROPYLENE/PLASTIC BAGS.

Propylene/Plastic Bags per bundle of (100) Hundred bags. Rs.

Name of Bidder_____ Signature_____ CNIN No. NTN No. Cell No.

SINDH SEED CORPORATION

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SCHEDULE-B

MANUAL OPERATION CONTAINS THE CEREAL SEED (WHEAT & PADDY), COTTON GINNING/GINNING OF PHUTTY, LOADING & UNLOADING OF RAW PRODUCE, FINISHED SEED, EMPTY BAGS, FERTILIZERS AT SEED PROCESSING PLANT, SINDH SEED CORPORATION, SAKRAND FOR THE YEAR 2015-16

S.#	Description	Apprx: Qty. in kgmds	Rate per 40 Kgs in Rs.	Amount in Rs.
1.	Processing of Wheat seed	20000		
2.	Processing of Paddy seed	15000		
3.	Ginning of Phutty	13000		
4.	Misc: work i.e Loading, Un- Loadirg, of Raw/Finished seed, fertilizer	90000		
5.	Loading, Un-Loading of empty bags (Bundle of 100 bags) for wheat, paddy and cotton seed	600		

Signature of contractor:_____

Name of contractor: _____

DIRECTOR PRODUCTION, PROCESSING & MARKETING/CONVENER