

**REGIONAL DIRECTORATE OF FOOD KARACHI REGION KARACHI.**

NO: A/C (F-I)/ A. Tender 2015-16/2015/113

Dated: 01-02-2016

**ANNUAL TENDER NOTICE**

Sealed tenders are invited from the Firms / Contractors and interested parties for the transportation of Wheat from various Districts of Hyderabad, Sukkur, Larkana and Mirpurkhas Regions, PRC Bolhari to all Godowns / PRCs of Karachi as mentioned below, and labour works at Sindh Government Godowns Landhi Karachi for the period up-to **28-02-2017**.

Hyderabad Region	Sukkur Region	Larkana Region	Mirpurkhas Region
Dadu	Naushehro Feroze	Larkana	Mirpurkhas
PRC Bolhari / Jamshoro	Ghotki	Shikarpur	Sanghar
S. Benazirabad	Khairpur	Jacobabad	
Thatta		Qambar / Shahdadkot	
		Kashmore/Kandkot	

The Tender Forms can be obtained from the office of Deputy Director Food Karachi located at Shafi Court building, 2<sup>nd</sup> floor Merewether road Karachi along with terms and conditions of the contract on cash payment of Rs.2000/- (Rupees Two Thousand Only) as fee (Non-refundable) for each Tender Form during the office hours up to **17-02-2016** or can be down loaded from the Sindh Government web site ([www.sindh.gov.pk](http://www.sindh.gov.pk)) and Sindh Public Procurement Regularity Authority ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) . In such case the pay order of equal amount as a cost of Tender Form shall however be accompanied with the bids.

The last date for submission of Tenders is on **18-02-2016** up to 1.00 P.M. The Tender will be opened on the same day at 2.00 P.M. in the office of the Deputy Director Food Karachi Region as per above address Karachi in presence of the bidders or their representatives. If **18-02-2016** is the declared public holiday / general riot, then tender will be received / opened on next working day at the same time and venue. No Tender Form shall be issued on the date of opening the tenders. In case NITs remain un-responded by the above date, the next date of opening will be **04-03-2016**, time and venue will remain same.

For tendering the rates, following terms and conditions may also be fulfilled.

1. The parties should fill in tender form for each District / work separately, according to single stage (Two envelope procedure), as envisaged under SPPR Rules 2010 as under:-
  - a) Bid shall comprise a single stage containing two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal.
  - b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and "Technical Proposal" in bold and legible letters to avoid confusion.
2. The successful bidder will have to furnish a personal Surety Bond of Rs.20.000 Million, on Judicial Stamp Paper of Rs.500/- for each District in case of transportation of wheat.

Cont'd on Page-2

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3. Each tender should be accompanied with Bid Security for the amount of 5% of the Bid prices to be calculated by the bidder on the basis of estimate allocation mentioned against each District which quantity can be reduced or increased by the Authority. The Security Deposit is to be obtained from any branch of the bank located in Karachi and pledged in the name of Deputy Director Food Karachi which shall remain valid for a period of 28 days beyond the validity period for bids. Bid security shall be released to the unsuccessful bidders whereas the successful bidders shall have to deposit performance security up to 10% of the contract price.
4. The rate per bag of 101 kg gross should be quoted in the words as well as in figures.
5. In complete and conditional offers shall be rejected.
6. The tender received after due date and time will not be entertained.
7. The other terms and conditions and the details of works and the amount of Security Deposit in each case are shown in the statement attached with the tender form which can be obtained from the office of the undersigned.
8. The envelope should invariably bear the word "TENDERS".
9. The Bidder who wish to undertake the work also have to attach with the application an statement of his Bank Account for last three years / financial stability Certificate obtainable from schedule Bank and Income Tax certificate issued by Income Tax Department.
10. That the bidder shall submit a certificate of having at least three years experience of the relevant work, with copy of work orders and experience certificates.
11. That the bidder will not have any criminal cases against him and involved in any defalcation case.
12. That if the bidder is a Firm, a Registration Certificate with the concerned Government Department shall also be provided, with the names of the partners and their postal addresses (Permanent as well as present).
13. **The bidder shall produce documentary evidence that he is registered with Sindh Revenue Board and paying the required General Sale Tax.**
14. That a list of the trucks if owned by the bidders, shall be furnished with photo copies of documents showing ownership of Trucks.
15. That a proper official / residential address, along with Telephone No. Cell No, attested photo copy of Computerized National Identity Card in respect of the bidder shall be provided.
16. That a certificate from the Administrator of the area shall be furnished to the effect that the applicant is not a government servant neither student nor a convicted person.
17. Three Specimen signatures in triplicate duly attested in respect of the bidder.
18. The contractor shall be solely responsible for all the enroute shortages or damages etc. and will be required to make the loss good by replenishment or shall have to pay the cost. The recovery of cost of such shortages shall be effected with penalty at Rs.2/- per Kg over and above the government issue rate prevailing at that time including all charges or open market rate whichever is higher. This cost can be recovered from the running bills / pending bills / Security Deposits or as arrears of Land Revenue and no counter claim will be entertained at later stage.

19. The Procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, according to the relevant provision of Sindh Public Procurement Rules-2010 (Amendment-2013)
20. The other terms and conditions as envisaged under SPPRA Rule-2010 (Amendment-2013) will be applicable on the contracts.

**(SALEEM ULLAH SIDDIQUI)**  
**DEPUTY DIRECTOR FOOD**  
**KARACHI REGION**

Copy to:-

1. The Director Information (Advertisement) Information Department Karachi (seven copies) for Publication of NIT in the Daily news papers, "Kawish", "Jang" & "Dawn", once only.
2. The Secretary IT Government of Sindh Karachi for information with a request to kindly order to place the NIT on the website of Government of Sindh ([www.sindh.gov.pk](http://www.sindh.gov.pk)) the Food Department website ([www.food.govt.pk](http://www.food.govt.pk)), immediately which should remain on website till the closing date of the notice (copy of transport and labour work tender from enclosed).
3. The Managing Director, Sindh Public Procurement Regulatory Authority, Government of Sindh Karachi for necessary action and placement of NIT on authority's website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) (copy of transport and labour work tender enclosed).
4. The P.S to Secretary Food Sindh, Karachi.
5. The P.A to Director Food Sindh, Karachi.
6. The Budget and Accounts Officer, Food Department, Karachi.
7. The Deputy Director Food Hyderabad, Sukkur, Larkana and Mirpurkhas Regions for information.
8. Notice Board.

**(SALEEM ULLAH SIDDIQUI)**  
**DEPUTY DIRECTOR FOOD**  
**KARACHI REGION**

OFF: Tel: 021-35685583

OFF: Fax: 021-35683126



GOVERNMENT OF SINDH  
FOOD DEPARTMENT

**NOTIFICATION**

No: S.O. (G) Food (6-39) 2013-14: In exercise of the powers conferred under Rule 31 (1) (2) of Sindh Public Procurement Rules-2010, a Complaint Redressal Committee in below formation is hereby constituted with immediate effect.

I.	Secretary Food, Sindh	Chairman
II.	Additional Secretary Food	Member
III.	A Rep: of A.G. Sindh	Member

2. The committee will have to act as per relevant provisions of the Sindh Public Procurement Rules 2010 for remedy of the grievances/appeals against the bidding process and procurement (i.e., fumigation and tarpaulins) carried out at Directorate Food Sindh.

**ADDITIONAL CHIEF SECRETARY**  
Government of Sindh

NO.SO (G) Food (6-39) 2013-14/132

Karachi dated the 27<sup>th</sup> January, 2014

**Copy to:-**

1. The Additional Chief Secretary Food Government of Sindh Karachi.
2. The Accountant General Sindh, Karachi.
3. The Additional Secretary Food, Sindh, Karachi.
4. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
5. The Director, Food, Sindh, Karachi.
6. The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
7. The Section Officer (All) Food Department.
8. The Deputy Director Food (All) Karachi.
9. The Superintendent Sindh Government Printing Press, Karachi with the request to publish the Notification in the next issue of Gazette.
10. The P.S to Minister Food, Sindh, Karachi.
11. The P.S to Secretary Information & Technology Department, Govt. of Sindh, Karachi.

  
SECTION OFFICER (G) FOOD

DDF-K/G-514/2014  
29-01-2014



GOVERNMENT OF SINDH  
FOOD DEPARTMENT

NOTIFICATION

No: S.O. (G) Food (6-39) 2013-14: In supersession of this Department's Notification Number PS/sec (Food)/2009-10/577 dated 14.5.2010, the Government of Sindh has been pleased to re-constitute the Procurement Committee under Rule 7 & 8 of Sindh Public Procurement Rules-2010, in below formation is hereby constituted with immediately effect, in respect of Tender of Transportation & Other Codown Expenditure etc. and Hiring of Private Godowns for storage of wheat.

- |      |   |          |
|------|---|----------|
| I.   | Respective Deputy Director Food of the Region         | Chairman |
| ii.  | Assistant Director Food of the Region                 | Member   |
| III. | Rep: of Commissioner office (not below BS-17 officer) | Member   |
| ---- | AAO/RAO Food shall work as Secretary of the Committee |          |

TERMS OF REFERENCES:

2. The committee will act as per relevant provisions of the Sindh Public Procurement Rules 2010 for the bidding process for public procurement. However, the hiring of private godown after approval of the Department.

ADDITIONAL CHIEF SECRETARY  
Government of Sindh

NO.SO(G)Food (6-39)2013-14

Karachi dated the 27<sup>th</sup> January, 2014

Copy to:-

1. The Account General Sindh, Karachi.
2. The Secretary, Finance Department Govt. of Sindh Karachi.
3. The Commissioner (All)
4. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
5. ✓ The Director, Food, Sindh, Karachi.
6. The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
7. The Section Officer (All) Food Department.
8. The Deputy Director Food Karachi /Hyderabad/Mirpurkhas/Sukkur/Larkana .
9. The Superintendent Sindh Government Printing Press, Karachi with the request to publish the Notification in the next issue of Gazette.
10. The Assistant Director Food, Karachi /Hyderabad/Mirpurkhas/Sukkur/Larkana
11. The AAO/RAO Karachi /Hyderabad/Mirpurkhas/Sukkur/Larkana
12. The P.S to Minister Food, Sindh, Karachi.
13. The P.S to ACS Food, Sindh, Karachi
14. P.S to Secretary Information & Technology Department, Govt. of Sindh, Karachi.

SECTION OFFICER (G) FOOD

383  
28/1/14

27-1-14

TRANSPORTATION

2015-17

REGIONAL DIRECTORATE OF FOOD  
KARACHI REGION

Dated, the .....

TENDER FORM

(Receipt)

Date of Submission: .....

Time of Opening: .....

Issued in favour of M/s ..... through Received for Rs. 2000/-  
(Rupees Two Thousand Only) non-refundable vide Receipt No: ..... dated ..... in  
Food Account-II at S.B.P / N.B.P.

**Asstt. Account Officer (F)**  
**Karachi Region, Karachi**

**ASSISTANT ACCOUNTS OFFICER (F)**  
**KARACHI 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 KARACHI REGION KARACHI**  
**TENDER FORM / ENQUIRY FOR TRANSPORTATION**

Date of opening of Tender: .....  
 Time of Receipt of Tender: .....  
 Time of Opening of Tender: .....  
 Wheat Crop .....  
 Contract Period .....

**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 in SPPRA Rules. The wheat is to be lifted from the specified Centers / Godowns of the designated Districts in Hyderabad/Sukkur/Mirpurkhas and Larkana Regions. 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 Center / Godowns of Districts of Karachi Region on prescribed weighbridge. The contractor will be fully responsible for all en-route 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 counter claim in view of a personal security bond which he will have to produce at the time of agreement. Any item(s) of work or nay part thereof can be suspended / withdrawn / terminated any time without assigning any reasons(s) therefore no claim whatsoever shall be entertained in this behalf.

<u>S.No</u>	<u>Component</u>	<u>Description of Work</u>	<u>Quoted Rate Per Bags of 101 Kgs.</u>
01	Within-District	All WPCs to PRCs	The list of work and required security deposit attached at Annexure-A
02	Within-Region	All WPCs to PRCs to other Designated Districts	The list of work and required security deposit attached at Annexure-B
03	Inter-Region	All WPCs to PRCs of the Districts to other Region (Karachi Region)	The list of work and required security deposit attached at Annexure-C
04	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 center / PRCs of Districts to any PRC / Private Hired Godowns in Karachi Region as shown against each including the loading / unloading proper stacking inside the center / godown at a level up to 15 to 18 bags high, besides collection of sweeping stitching of torn / slack bags with cost of sutlie etc, as attached Annexure-A,B,C & . 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, Karachi 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 of Karachi.

Signature of the Tenderer..... Dated.....

**ESTIMATED TARGET OF FOLLOWING DISTRICTS FOR THE TENDER YEAR 2016-17 (CROP-2016)**

S.NO	NAME OF DISTRICT / REGION	ESTIMATED ALLOCATION (CAN BE INCREASED OR DECREASED) M.TONS	AMOUNT TO BE FILLED @ 5% OF BID PRICE PAY ORDER NO / DATED / AMOUNT	SIGNATURE OF CONTRACTOR
1	<b>HYDERABAD REGION</b>			
	Dadu	25,000		
	Jamshoroo / Bolhari (PRC)	50,000		
	Thatta	5,000		
	Shaheed Benazirabad	60,000		
2	<b>SUKKUR REGION</b>			
	Ghotki	60,000		
	Kharipur	60,000		
	Naushahro Feroze	60,000		
3	<b>LARKANA REGION</b>			
	Shikarpur	10,000		
	Larkana	15,000		
	Qambar / Shahdadkot	15,000		
	Jacobabad	15,000		
	Kashmore / Kandhkot	30,000		
4	<b>MIRPURKHAS REGION</b>			
	Mirpurkhas	10,000		
	Sanghar	60,000		
		<b>475,000</b>		

  
**Deputy Director Food**  
 Karachi, Region Karachi



TERMS AND CONDITIONS OF TENDERS FORTHE YEAR 2011-12

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 tender 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 this tender.
4. The tender should be in sealed cover addressed to the Deputy Director Food Karachi/Hyderabad/Mirpurkhas/Sukkur/Larkana Regions, and be sent either through registered post or handed over in person in the office of the Deputy Director Food, of the respective Region. It should be ensured that the tenders sent through registered post must reach the office of the Deputy Director Food, well within the time and date of its submission as notified.
5. Incomplete tenders(s) schedule(s) shall not be entertained, any condition or alteration, cutting of words or figures, erasing and insertion of any remarks on the tender form(s) schedules(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 tender rate.
8. Rate should be quoted both in figures and in words in the schedule/work attached Annexure-A/B/C/D 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 like 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 at each center as and when demanded for handling and transportations of commodity. In case the contractor fails to provide adequate labour and required number of trucks, the work shall be got done from



4

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 in all circumstance with out fail. The Department shall however, be entitled to get the work done simultaneously with other 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 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 left over inside and within the godowns premises as a result of handling by the labourers 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 or 18 layers of standard un-standard bags; with collection of sweepings Stitching of torn slack bags and cost of suthe etc and its cost should be included in rates tendered rates. The bags will be stacked in proper countable position.

#### PERIOD OF CONTRACT

14. The period of contract shall commence from the date of approval of rates or any other date as specified by the Deputy Director Food, Karachi and expire on 28<sup>th</sup> February 2016. 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 respective Deputy Director Food may also withdraw full or any items(s) of work during the period of contract without assigning any reasons and without entertaining any claim of compensation of the contractor. The Deputy Director Food, Karachi reserves all the rights to extend the period of contract or part thereof to the extent of 15% of work already performed 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.



- 157
- (ii) The Security Deposit is required to be paid in the shape of pay order to be drawn in favour of respective 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 or 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 DEMAND CERTIFICATE" from the respective District Food Controllers. The Refund may however be considered before the expiry of the contract, on merit.

16. SUBMISSION AND PAYMENT OF BILLS.

- (i) The contractor shall prepare bill (s) in quadruplicate accompanied with the truck-wise details of dispatched 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 bills) 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 stock received as per dispatch certificate will inform the dispatching end i.e. the District Food Controller for the qty. received at designated place through the transport contractor from the particular Centre/Godown with the support of the centre-wise qty: acknowledge/received 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 Controllers / 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 scrutiny by the District Food Controller should not take more than 15 (fifteen) days before the payment is allowed by the respective Deputy Director Food Karachi to District Food Controller 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 payment shall be made in accordance with SAP ER system.

- (ii) The bidder shall produce documentary evidence that he is registered with Sindh Revenue Board and paying the required General Sale Tax.

17. AGREEMENT.

- (i) If the successful parties bidders fail to execute and 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 2<sup>nd</sup> and 3<sup>rd</sup> lowest should not returned till and agreement is executed with the successful bidder) 1<sup>st</sup> and 2<sup>nd</sup> or 3<sup>rd</sup> lowest) as the case may be.

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 reserves the right to add or substitute and clause of the agreement in the interest of Government work and public utility.
- (iv) The respective District Food Controller of Hyderabad/Mirpurkhas/Sukkur/Larkana 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 is more than the amount of the Security Deposit and amounts of the un-paid bills, the Contractor shall pay the balance within the period specified by the respective District Food Controller/Deputy Director Food. In case of default the Government dues shall be recovered as arrears of Land Revenues.
- (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 of 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 its 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 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 up to a particular date estimated daily target shall also be indicated.

#### 19. IMPOSITION OF PENALTIES

A.

- (i) Penalty shall be elacuted and imposed up to the rate of 80% of the transportation charges for the quantity transported less then 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 centers 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 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 case the risk will sand covered from the amount of security.
- (iv) In case of unsatisfactory performance or non observance of any condition of the agreement by the contractor, any action warranted under the policy may also be take in addition to the imposition of the penalty.
- (v) Any under-assessment of penalty shall be the personal responsibility of the DFC making payment of the bill.
- (vi) The above provision shall be applicable to all the 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, Karachi 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 any other Government properties or causes loss to Government or co librates with any officer, officials 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 is commenced against him.
- vi) In the event of the agreement being terminated as per clause above, the Contractor shall without prejudice to any other liabilities, be 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.

**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) and have affixed my/our signature/thumb impression hereunder in token of my/our consent to perform the job on the given conditions severally and jointly.

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

Signature of the Contractor  
with Rubber Stamp.

\_\_\_\_\_

Business Address

\_\_\_\_\_

Telephone No:

\_\_\_\_\_



TENDER RECEIPT

LABOUR WORK

A/C (F-I)/Labour Work/20

Date of Submission:  
Time: P.M

Issued in favour of M/s.....  
on Cash Receipt for Rs. 2000/= (Rupees Two Thousand only) non refundable vide cash  
Receipt No.....

"A" Name and Signature of Contractor \_\_\_\_\_

"B" Rubber Stamp \_\_\_\_\_

"C" Full name in Capital letter of  
Person(s) signing. \_\_\_\_\_

"D" Full name and registered address of  
the firm which the person(s) represent. \_\_\_\_\_

"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 \_\_\_\_\_

KARACHI FOOD REGION TENDER FORM

DESCRIPTION OF WORKS TO BE CARRIED AT ALL PRCS INCLUDING  
SGG-I, II & III LANDHI OF KARACHI REGION

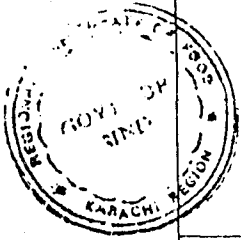
RATE PER BAG OF STANDARD/  
UNSTANDARD WEIGHT

S.NO	DESCRIPTION	AMOUNT IN FIGURE	AMOUNT IN WORDS
01	<p><u>RE-FILLING / REPLACEMENT OF BAGS OF FOOD GRAINS</u></p> <p>Refilling / Replacement of bags with simultaneous collection of loose grains, standardization on scale to be arranged by the contractor, stitching with required material and re-stacking in lots in various sheds at Landhi Godowns</p>		
02	<p><u>RESTAKING AND HANDLING OF BAGS.</u></p> <p>Removing of wheat Bags from one unit to another and re-stacking / re-filling of loose grains by standard weighment and proper stitching by arranging required material.</p>		
03	<p>10% /100% WEIGHMENT AND HANDLING OF BAGS EXCLUSIVELY NEEDED.</p> <p>Removing the bags from lots / trucks and weighment on scale to be arranged by the contractor and re-stacking of the weighed quantities, collecting the loose grains and re-filling of the same, stitching by arranging required material loading / trucks and to bring the same in lotting arrangement up to 14/16 layers in respective sheds at Landhi Godowns.</p>		

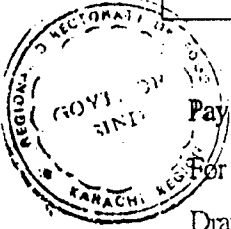




04	<p><u>STANDARDIZATION OF TORN/SLACK BAGS.</u>          Removing of bags from lots / Ganjees and standardization through weighment on scale to be arranged by the contractor and re-stacking, collecting loose grains re-filling, stitching by arranging required material loading and re-stacking in lots up to 14/16 layers in the respective sheds at Landhi Godowns</p>		
05	<p><u>SEGREGATION / SCREENING OF FILLED BAGS OF FOOD GRAINS.</u>          Removing of bags from lots / trucks segregation/screening through labour by arranging necessary accessories, standardization on scale to be provided by the contractor and collecting of loose grains, re-filling and stitching with required material up to 14-16 layers</p>		
06	<p><u>HANDLING OF FOOD GRAINS FROM PLATFORMS/ PLINTHS/SHED, TO SHEDS WITHIN THE BOUNDARIES OF PARTICULAR GODOWNS.</u>          Removing of the bags from lots, loading shifting from, platforms, plinths, from one shed to another and stacking up to 14/16 layers within the boundaries of particular Godowns at Landhi.</p>		
07	<p><u>HANDLING &amp; SHIFTING OF BAGS OF GRAINS FROM GODOWN TO GODOWN AT LANDHI.</u>          Removing of bags with loose grain from lots platforms, plinths and loading, shifting to other godowns and stacking up to 15/16 layers.</p>		
08	<p><u>COVERING / UN-COVERING OF WHEAT STOCKS WITH TARPAULINS.</u>          In tact covering of stocks in open with tarpaulins viz Plinths, Ganjees, Verandas and un-covering of the same including taking out the required tarpaulins from storage as well as stocking back the tarpaulins actually used.</p>		



09	<u>UNLOADING OF WHEAT BAGS FROM TRUCKS AT VARIOUS PRCs OF KARACHI REGION.</u>  Un-loading of wheat bags from Trucks and its stacking properly into Godowns, plate forms and Verandas etc up to 14/16 layers Including weighment on selected weighbridges at all PRCs/ Godowns of Karachi Region, or else where collection of sweeping, Stitching of torn/slack bags with cost of sutlie etc.		
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Pay order No. \_\_\_\_\_ Dated \_\_\_\_\_

For Rs. \_\_\_\_\_

Drawn at \_\_\_\_\_ Bank \_\_\_\_\_

Branch Karachi is enclosed which may be adjusted towards security deposit/ Bid Security  
 I have read/got read the terms & conditions and undertake to abide by all  
 the provisions in letter and spirit.

**SIGNATURE OF THE TENDERER  
 SEAL OF PERSON / FIRM.**

TERMS AND CONDITIONS OF TENDERS FOR THE YEAR 2014-15.

1. This Tender Form and the scheduled (s) list of work should be signed with the name of persons and Firms Rubber Stamp, with Registration number.
2. The Tender 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 complete in this Tender.
4. The Tender should be in sealed cover addressed to the Deputy Director Food Karachi / Hyderabad / MirpurKhas / Sukkur / Larkana Regions and be sent either through registered post or handed over in person in the office of the Deputy Director Food of the respective Region. It should be ensured that the Tenders sent through registered post must reach the office of the Deputy Director Food, well within the time and date of its submission as notified.
5. Incomplete Tender (s) schedule (s) shall not be entertained, any condition or alteration, cutting of words or figures, erasing and insertion of any remarks on the Tender Form (s) schedules (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 Tender shall have to enclose a pay order of any schedule Bank for the sum fixed for Security Deposit, separately for each Centre / 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 unsuccessful Tenders will be returned after deciding the lowest Tender rate.
8. Rate should be quoted both in figures and in words in the schedule / work attached Annexure-A / B / C / D 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 like 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 at each Centre as and when demanded for handling and transportations 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 in all circumstance without fail. The Department shall however, be entitled to get the work done simultaneously with other 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 Centres. The contractor shall be fully responsible for all en-route 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/- kgs over and above the Government issue rate prevailing at that time or open market price at that date which ever is higher against issue price including Rs. 2/- per kg (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 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 left over inside and within the Godowns premises as a result of handling by the labourers 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 or 18 layers of standard / un-standard bags with collection of sweepings Stitching of torn slack bags and cost of suitlie etc and its cost should be included in rates Tendered rates. The bags will be stacked in proper countable position.
14. Only those parties shall be eligible to entertain in bids who also fulfill the following conditions and furnish the required documents.
  - Three years experience certificate in transport field.
  - Any contractor involved in misappropriation or wheat trading shall not be entitled to participate in tendering process.
  - The transporter is expected to provide source (s) of their own transportation agency in case they do not personal transport.
  - That contractor shall not be entitled to participate who owns or gets involved into more than one agency as sole proprietor/investor.
  - Registration certificate from Registrar of Firm.
  - Complete profile and history of company.
  - Audited financial statement from last three years.

- Evidence of Income Tax other taxes.
- Copy of NTN
- Affidavit as not defaulter and litigation with Food Department government of Sindh.

#### PERIOD OF CONTRACT

15. The period of contract shall commence from the date of approval of rates or any other date as specified by the Deputy Director Food Karachi and expire on 28<sup>th</sup> 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 respective Deputy Director Food may also withdraw full or any items (s) of work during the period of contract without assigning any reasons and without entertaining any claim of compensation of the contractor. The Deputy Director Food Karachi 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 otherwise as envisaged under SPPRA / Financial Rules.

16. SECURITY DEPOSIT.

- a). The earnest money in the shape of pay-order CDR etc submitted at the time of Tender will be adjusted towards the Security Deposit.
- b). The Security Deposit is required to be paid in the shape of pay order to be drawn in favour of respective 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 or damage caused to Government. The Deposit will be refunded to the contractor after (03) three months of the date of expiry of the contract and on production of "NO DUES CERTIFICATE" from the respective District Food Controllers. The refund may however be considered before the expiry of the contract, on merit.

17. 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 up-to date dispatch from each Centre and will submit the same to the District Food Controller concerned who will get the bills (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 stock 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 / received 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 Controllers / 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 Office / Assistant Accounts Officer Food of the respective Region for pre audit. The whole process of scrutiny 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 Controller 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 payment shall be made in accordance with SAP/ 3R system.

18. AGREEMENT.

- a). If the successful parties / bidders fail to execute and agreement with the Food Department within (07) seven days of bid acceptance, his Call Deposit will be forfeited in favour of Government after due Notice. The call deposit of 2<sup>nd</sup> and 3<sup>rd</sup> lowest should not be returned till and agreement is executed with the successful bidder (1<sup>st</sup> and 2<sup>nd</sup> or 3<sup>rd</sup> lowest) as the case may be.
- b). 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 (07) 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.
- c). The purchase / Tender committee reserves the right to add or substitute and clause of the agreement in the interest of Government work and public utility.
- d). The respective District Food Controller of Hyderabad / Mirpur Khas / Sukkur / Larkana 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 is more than the amount of the Security Deposit and amounts of the un-paid bills, the contractor shall pay the balance within the period specified by the respective District Food Controller / Deputy Director Food. In case of default the Government dues shall be recovered as arrears of Land Revenues.
- e). 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 of either party, the same insofar as the decision for any such matter herein before provided for and has been so decided, or every such matter herein whether its 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 been rightly terminated and as regards

8

the rights and obligations of the parties as a result of such termination shall be referred for arbitration / Re-redressed 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 shall be recoverable in respect of the matter as referred.

19. 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 up-to a particular date estimated daily target shall also be indicate.

20. IMPOSITION OF PENALTIES.

A.

- i. Penalty shall be calculated and imposed up-to 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 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 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 case the risk will stand covered from the amount of security.
- iv. In case of unsatisfactory performance or non observance of any condition of the agreement by the contractor, any action warranted under the policy may also be taking 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 provision shall be applicable to all the categories or contracts under this policy but in case of contracts within District for shifting of Wheat from W.P. Centre to P.R. Centre, the assessment of performance will be made on weekly basis.

B.

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

- ii. The contractor fails to discharge the commitments of or fails to observe the instructions issued to him by the Department.
- iii. The contractor proves to be incapable in performing satisfactory work entrusted to him;
- iv. 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;
- v. The contractor pilfer or abets the pilferage of Food Grain or any other Government properties or causes loss to Government or colludes with any officer, officials of the Government in causing loss to Government;
- vi. The contractor assigns or sublets his contractor without written permission of the respective Deputy Director Food or attempt to do so, become insolvent or any insolvency proceeding etc have already been or is commenced against him.
- vii. In the event of the agreement being terminated as per clause above, the contractor shall without prejudice to any other liabilities be 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 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.

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) and have affixed my / our signature / thumb impression hereunder in token of my / our consent of perform the job on the given conditions severely and jointly.

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

Signature of the Contractor  
with Rubber Stamp. \_\_\_\_\_

Business Address. \_\_\_\_\_

Telephone No. \_\_\_\_\_