OFFICE OF THE DEPUTY COMMISSIONER, TANDO MUHAMMAD KHAN

BIDDING DOCUMENTS

FOR

Supply of Cooked Food (Diet Only) in the scale prescribed in the Prisons Rules to the under trail Prisoners for the year 2017-18 of Judicial & Police Lock-ups, Tando Muhammad Khan

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**Part-I**

** OFFICE OF THE**

**DEPUTY COMMISSIONER**

**TANDO MOHAMMAD KHAN**

No.Acctts/DC/TMK/ /2017

T.M.Khan, dated: -

**I N T R U D U C T I O N**

Bid Document issued to: Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Documents Fee Rs. 1,000/= vide receipt No. \_\_\_\_\_\_\_\_\_\_ Dt: \_\_\_\_\_\_\_\_\_

Bid Security 2% of Rs. \_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_

The Deputy Commissioner Office, Tando Muhammad Khan to invite sealed bids for the supply of cooked food (diet only) in the scale prescribed in the Prisons Rules to the under trail Prisons for Judicial & Police Lock-up, Tando Muhammad Khan for the financial year 2017-18 as per menu & schedule mentioned in the bid documents which can be obtained fro the office of the Deputy Commissioner, Tando Muhammad Khan for which the funds of Rs. 1.815 million are allocated in the Budget for the year 2017-18 by Government of Sindh, Finance Department.

The bidder shall submit 2% of Rs. 36,300/= call deposit, financially capability (03) years turnover, (03) years experience Certificate, Income Tax Registration Certificate, Sale Tax Registration Certificate & NIC.

**Time Schedule for Bids**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Particulars** | **Date** |
| **01.** | Last date for obtaining bid documents from the office of the Deputy Commissioner, Tando Muhammad Khan during office hours upto 04:00 p.m. | 16-08-2017 |
| **02.** | Last date for submitting bids at Office of the Deputy Commissioner, Tando Muhammad Khan at 02:00 p.m. | 17-08-2017 |
| **03.** | Date & Time of Opening at office of the Deputy Commissioner, Tando Muhammad Khan at 2:30 p.m. | 17-08-2017 |

**DEPUTY COMMISSIONER**

**TANDO MUHAMMAD KHAN**

**Part-II**

**NOTICE INVITING TENDERS/SEALED BIDS**

Sealed bids according to single stage one envelop procedure are invited from all intending contractors/suppliers for supply of Cooked Food (diet only) in the scale prescribed in the Prisons Rules to the under trial Prisons for the Judicial/Police Lockup, District Tando Muhammad Khan for the year 2017-18 in accordance with prescribed diet menu and schedule as laid down in article 472, 473, 474, 475 of Pakistan Prison Rules.

The Bid Document can be obtained from the Office of Deputy Commissioner, Tando Muhammad Khan on any working day upto 16-08-2017 at 04:00 p.m. from date of publication on payment of Bid document/tender fee (non-refundable) of Rs.1000/= in shape of Dr/Pay Order in favour of Deputy Commissioner, Tando Muhammad Khan.

Each bid must accompany the 2% Bid security in shape of call deposit in favour of Deputy Commissioner, Tando Muhammad Khan. Incomplete over written and conditional tenders shall not be entertained.

Bid documents will be received back duly filed on 17-08-2017 upto 02:00 p.m. in this office and will be opened on 17-08-2017 at 02:30 p.m. in presence of tender opening Committee and available parties or their representative.

Cont: P/2….

-2-

The tender documents to be submitted with relevant documents i.e. NIC. NTN Financial capacity, 03 years. Experience certificate and an affidavit on stamp paper of Rs.50/= duly authenticated by Notary Public to the effect that the firm or contractor has never been black listed from any Government, Semi Government Department or Private Department nor Bank loan, Government Dues defaulter and is not indulged in any criminal activities.

The Bidder who have already collected bid documents but did not responded on first date shall also purchase new bid documents.

The procuring agency may reject all or any bid subject to the relevant provisions of SPPRA Rules 2010.

**DEPUTY COMMISSIONER,**

**TANDO MUHAMMAD KHAN**

**PART-III**

**INSTRUCTIONS OF BIDS**

**PREPARATION OF BIDS**

|  |  |  |  |
| --- | --- | --- | --- |
| 01 | Scope | 1.1 | The Deputy Commissioner, Tando Muhammad Khan invited to purchase cooked food (diet only) for prisoners UTP’s Judicial & Police Lock-up, Tando Muhammad Khan through single stage one envelop procedure as per SPPRA Rules 2010 (Amended 2013). |
| 02. | Language of Bid | 2.1 | The Bid prepared by Bidder, as well as all correspondence & documents relating to the bid exchanged by the Bidder and procuring agency, shall be written in English, SIndhi or Urdu language. |
| 03. | Documents comprising the Bid | 3.1 | The bid prepared by the Bidder shall comprise the following component.  (a). Price schedule completed in accordance with  ITB Clauses-4,5 & 6.  (b). Bid security furnished in accordance with ITB  Clause 8. |
| 04. | Bid Price | 4.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the good it proposes to supply under the contract. |
| 4.2 | The prices shall be quoted on deliver to consignee’s and inclusive of all taxes, stamps, duties, levies fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements, No separate payment shall be made for incidental services. |
| 4.3 | Prices quoted by the Bidder shall be fixed during the Bidder’s performance if the contract and not subject to variation in any account, unless otherwise specified in the Bid Data Sheet. |
| 4.4 | Prices shall be quoted in Pak rupees unless otherwise specified in the Bid Data Sheet. |
| 05. | Bid Form | 5.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the cooked food (diet only) to be supplied, with a brief description of schedule and menu. |

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| --- | --- | --- | --- |
| 06. | Bid Currencies | 6.1 | Prices shall be quoted in Pak Rupees. |
| 07. | Documents Establishment Bidder’s Eligibility & Qualification | 7.1 | The Bidders shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualification to perform the contract if its bid is accepted.  (a). That the bidder has financial, technical and  production capability necessary to perform  the contract.  (b). That the Bidder meets the qualification  criteria listed in the Bid Data Sheet. |
| 08. | Bid Security | 8.1 | The Bid security is required to protect the procuring agency against the risk of Bidder’s conduct, which would warrant the security’s forfeiture. The bid security shall be denominated in the currency of the bid:  (a). All the Bidder’s option, be in the form of  either demand draft , call deposit or an  unconditional bank guarantee from reputable  Bank:  (b). Be submitted in its original form: copies will  not be accepted  (c). Remain valid for a period of at least (14) days  beyond the original validity period of bids, or  at least (14) days beyond any extended period of bid validity. |
| 8.2 | Bid Security shall be released to the unsuccessful bidder one the contract has been signed with the successful bidder or the validity period has expired. |
| 8.3 | The successful Bidder’s bid security shall be retained till completion of successful contract. |
| 8.4 | The bid security may be forfeited.  (a). If a Bidder with draws its bid during the period of bid validity.  Or  (b). In the case of successful Bidder, if the Bidder  fails:  (i). to sign the contract in accordance with terms  & conditions mentioned in Bid documents. |
| 09. | Period of Validity of Bid | 9.1 | Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the procuring agency. A bid valid for a shorter period shall be rejected by the procuring agency as non responsive. |
| 9.2 | In exceptional circumstances, the procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. |
| 10. | Format and Singing of Bid | 10.1 | The Bidder shall be prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly making each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between then, the original shall govern. |
| 10.2 | The original and the copy of copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature shall be initiated by the person or person signing the bid. |
| 10.3 | Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person or person signing the bid. |

**SUBMISSION OF BIDS**

|  |  |  |  |
| --- | --- | --- | --- |
| 11. | Sealing and Marking of Bids | 11.1 | The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelops as “ORIGINAL BID” and “ONE COPY”. The envelops shall then be sealed in an other envelope. The inner & outer envelopes shall be addressed to the Procuring Agency at the address given in the BDS, and carry statement **“DO NOT OPEN BEFORE 17-08-2017 @ 2:00 p.m.”**. |
| 11.2 | If the outer envelope is not sealed and marked as required, the Procuring Agency assumes no responsibility for the Bid’s misplacement or premature opening. |
| 12. | Deadline for submission of Bids | 12.1 | Bids must be received by the Procuring Agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet. |
| 12.2 | The procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in such case all rights and obligations of the procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| 13. | Late Bids | 13.1 | Any bids received by the procuring agency after the deadline for submission of bids prescribed by the procuring agency shall be rejected and returned unopened to the Bidder. |

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| 14. | Modification and withdrawal of Bids | 14.1 | The bidder may modify or withdraw its bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring agency prior to the deadline prescribed for submission of bids. |
| 14.2 | No bid may be modified after the deadline for submission of bids. |
|  |  | 14.3 | No bid may be withdrawal in the interval between the deadline for submission of bids and the expiry of the period of bids validity. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security. |
| **OPENING AND EVALUATION OF BIDS** | | | |
| 15 | Opening of Bids by the Procuring Agency | 15.1 | The procuring agency shall open all bids in the presence of bidder’s/representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. The bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. |
| 15.2 | The bidder’s name, bid modification or withdrawals bid prices, discount and the presence or absence of requisite bid security and such other details as the procuring agency, at its discretion, may consider appropriate will be announced at opening. |
| 16. | Clarification of Bids | 16.1 | During evaluation of the bids, the procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices of substances of the bid shall be sough offered or permitted. |
| 17. | Preliminary Examination | 17.1 | The procuring agency shall examine the bids to determine whether they are complete. Whether any computational errors have been made whether required sureties have been furnished. Whether the documents have been properly signed and whether the bids are generally in order. |
| 17.2 | Arithmetical errors will be rectified on the following basis. Discrepancy the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected and its bid security may forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. |

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|  |  | 17.3 | Prior to the detailed evaluation, the procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms & conditions of the bidding documents without material deviation Procuring Agency’s determination of bid’s responsiveness is to be based on the contents of the bid itself. |
| 17.4 | If a bid is not substantially responsive, it will be rejected by the procuring agency and not any subsequently be made responsive by the Bidder by correction of nonconformity. |
| 18. | Evaluation and Comparison of Bids | 18.1 | The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive. |
| 18.2 | The procuring agency’s evaluation of a bid will be on delivery to consignee’s end inclusive of all taxes, stamps, duties, levies, fees, installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract. |
| 19. | Contacting the procuring agency | 19.1 | No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing. |
| 19.2 | Any effort by a Bidder to influence the procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection the Bidder’s bid. |

**PART-IV**

**GENERAL TERMS & CONDITIONS OF CONTRACTS**

(I). Transportation of required items in proper condition up to Judicial & Police Lock- up, District Tando Muhammad Khan shall be responsibility of the suppliers and no separate payment shalol be charged on this account

(ii). The procurement process shall be governed by “Sindh Public Procurement Regulatory Authority Rules 2010” and instructions of Sindh Government issued in this regard from time to time.

(iii). Only the Bids/Quotations of those bidders will be considered who are tax payers having proper “National Tax Number” and duly registered with Income Tax Department as per required Government policy. Such NTN & Registration certificates should be submitted with the tenders/bids or separately.

(iv). All bids/quotations shall be opened in presence of Members of “Procurement Committee” (constituted in respect of Deputy Commissioner Office, Tando Muhammad Khan and Bidders or their authorized representatives.

(v). all bids/quotations shall be evaluated and finalized by the “Procurement Committee”.

(vi). The “Procurement Committee” reserves the rights to postpone or reject all or any quotations/bids as per SPPRA Rules 2010.

(vii). “Earnest Money/call deposit” (2% of Rs. 36,300/= of total cost) should be deposited in shape of Demand Draft or pay order in the name of Deputy Commissioner, Tando Muhammad Khan.

(viii). Incomplete bids/quotations shall not be entered.

(ix). The cost of preparing bids or negotiating of bids including any visit to the office Deputy Commissioner, Tando Muhammad Khan are not reimbursable and cannot be included as costs to the bids.

(x). A bid by any bidder who is found involved in any fraudulent activities or misleading facts shall not be considered for the bids and shall be liable to be rejected at any stage.

(xi). All prices should be quoted in Pakistani rupees only with clear mention of Income Tax due on total costs.

(xii). Failure to comply with the supply schedule (schedule for supply of items) shall tender the bidder concerned to pay up the losses sustained by the office of the Deputy Commissioner, Tando Muhammad Khan due to delay on the part of supplier/bidders.

(xiii). If competitive rates are not offered by the bidders, the Procuring Agency shall in its discretion, at liberty to reject all the bids.

(xiv). No cost evaluation will be allowed after approval of initial bids and the successful bidders shall be bound to supply the items concerned on the rates already quoted without any increase.

(xv). Income Tax and Sales Tax shall be deducted on the bills at source as per existing rates and rules of the Government and any other taxes (including stamp duty) shall also be paid by the successful bidder.

(xvi). The Deputy Commissioner, Tando Muhammad Khan may withhold payment of supplier if the products supplied by them are found substandard, faulty or if any consequential loss is sustained due to any failt in these items/products.

(xvii). Minor modifications in the specifications of required products may be made by the Procuring Agency, incases of exigency, but before the last date of submission of the proposals.

(xviii). The bidder shall be responsible satisfactory processing of the claim of warranty/guaranty of such products which are sold with warranty/guaranty by the bidders.

(xix). The bidders shall be subject to local laws as are applicable for supply & transportation of the required items.

(xx). Tender shall be evaluated on the basis of economy of cost.

**MANNER OF SUBMISSION OF BIDS:**

1. The Bidder/form shall furnished complete information about their company’s name, status, contact numbers, location, method of supplying items, delivery schedule, time limits for rates etc.
2. The Bidders are required to submit their “financial Proposals” in one sealed envelope which may be personally submitted or mailed at office of the Deputy Commissioner, Tando Muhammad Khan.
3. The price should include supply of items concerned and their transportation up to at Judicial & Police, Lock-up, Tando Muhammad Khan.

**PROCUREMENT COMMITTEE:**

A “Procurement Committee” has already been proposed by Deputy Commissioner, Tando Muhammad Khan for procurements for supply of cooked food (diet only) in the scale of prescribed in the Prisons Rules to the under trail prisons for the Judicial & Police Lock-up, Tando Muhammad Khan.

**ADDITIONAL INFORMATION:**

Any additional information may be sought from the office of Deputy Commissioner, Tando Muhammad Khan, through following contact number

Phone No. : 02233-40067

Fax No. : 02233-40292

The Successful bidder shall be bound to supply the required items as per schedule mentioned above.

CONTRACTOR DEPUTY COMMISSIONER,

TANDO MUHAMMAD KHAN

**PART-V**

**BIDDING DATA SHEET**

The following specific data for supply of cooked food (diet only) for prisoners of Judicial & Police Lock-up, Tando Muhammad Khan to be procured compliment, supplement, or amend the provisions in the instruction to bidder ITB part III. Whenever, there is a conflict the provisions here in shall prevail over those in ITB.

|  |  |  |
| --- | --- | --- |
| **A.** | Name of Procuring Agency | Deputy Commissioner,  Tando Muhammad Khan |
| **B.** | Brief Procuring Agency | Supply of Cooked Food (diet only) in the scale prescribed in the Prisons Rules to the under trail Prisoners for the Judicial & Police, Lock-up, Tando Muhammad Khan for the financial year 2017-18 |
| **C.** | Procuring Agency Address | Office of the Deputy Commissioner, Tando Muhammad Khan |
| **D.** | Estimate Cost | Rs. 18,15,000/= |
| **E.** | Amount of Bid Security in % age of bid amount/estimated cost equal to 10% | 2% Rs. 36,300/= |
| **F.** | Period of Bid validity (days Not more than ninty day) | Three Months |
| **G.** | Deadline for submission of Bids along-with time. | 17-08-2017  @ 2:00 p.m. |
| **H.** | Venue, time and date of Bid Opening | Deputy Commissioner Office, T.M.Khan  17-08-2017 @ 2:30 p.m. |
|  | Deposit receipt No. date, Amount (in words and figures) | (i). Call deposit Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/= No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_  (ii). Bid document fee Rs. 1,000/= vide No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ |

**DEPUTY COMMISSIONER,**

**TANDO MUHAMMAD KHAN**

**PART-VI**

**SCHEDULE OF REQUIREMENTS**

Supply of cooked food to the prisoners confined in Judicial & Police Lock-up, Tando Muhammad Khan for the year 2017-18 as per Notification No. SO(BUD)HD-4(1)/2009 (Jails) dated 20-04-2014 at the rate per Prisoner per day as per schedule given below:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Day** | **Breakfast** | **Mid Day** | **Evening** |
| **Monday** | i). Wheat Floor  ii). Milk Packed  iii). Cooking Oil  iv). Tea Leaves  v). Sugar  Monday to Sunday (All Seven  Days in a week) | **Dal Moong** with Tomatoes, Onion, Garlic, Ginger | **Beef without Bone Curry** with Tomatoes, Onion, Garlic, Ginger |
| **Tuesday** | **Han Egg with Gram whole** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Dal Masoor** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |
| **Wednesday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Potatoes Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |
| **Thursday** | **Dal Gram** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Mixed Seasonal Vegetable Potatoes** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |
| **Friday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Dal Moong** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Saturday** |  | **Potatoes Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Dal Gram** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |
| **Sunday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. | **Pulao with Gram whole or Potatoes** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chillies) Powder, Condiments and iodized Salt. |

**DEPUTY COMMISSIONER,**

**TANDO MUHAMMAD KHAN**

**WEEKLY ISSUE**

1. Chicken 03

2. Beef 01

3. Potatoes 02

4. Pulao 01

5. Dal Moong 02

6. Dal Channa 01

7. Dal Masoor 01

**Total:- 11SPECIAL DIET ON THE SPECIAL OCCASION I.E. RAMZAN-UL-MUBARAK, EID-UL-FITAR, EID-UL-UZHA, 12TH RABI-UL-AWAL, (EID MILADUN-NABI (S.A.W.W), 23RD MARCH (PAKISTAN DAY) & 14TH AUGUST (INDEPENDENCE DAY)**

**MORNING MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Sewayan | 58 Grams |
| **02.** | Sugar | 58 Grams |
| **03.** | Milk | 233 Grams |

**MID DAY MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Chicken | As per Proposed scale in Rule 473 |
| **02.** | Rice Pulao |
| **03.** | Vegetable Oil |
| **04.** | Tomatoes, Onion, Garlic, Ginger (Coriander Termeric) |

**MID DAY MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Chicken | As per Proposed scale in Rule 473 |
| **02.** | Vegetable Oil |
| **03.** | Wheat Floor |
| **04.** | Tomatoes, Onion, Garlic, Ginger (Coriander Termeric, Red Chilies) Powder, Condiments & Iodized Salt |

**DEPUTY COMMISSIONER,**

**TANDO MUHAMMAD KHAN**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bider Quoted Rs. \_\_\_\_\_\_/= (in Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per prisoner per day.

**SIGNATURE OF CONTRACTOR**

**UNDERTAKING OF CONTRACTOR**

I, also undertake to abide by the rules/agreement to be executed on stamp paper by me on accepting the said contract at the rate and rules and terms & conditions of bid documents.

I, further undertake to accept the decision of Deputy Commissioner, Tando Muhammad Khan/Inspector General of Prisons Sindh from the time to time in this behalf as final.

I, also subscribe personally as well as any heirs for all risk and cost in case of any default of this agreement subject to its confirmation by any of the said officer.

**SIGNATURE OF CONTRACTOR**

**PART-VII**

**SAMPLE FORM**  FORM I

Later of Acceptance

Dated:\_\_\_\_\_\_\_\_\_\_\_

To,

The Deputy Commissioner,

Tando Muhammad Khan

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver the required items in conformity with the said bidding documents for the sum of {total bid amount in words and figures} or such other sum as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake that if, our Bid is accepted, we will deliver the cooked food in accordance with delivery schedule specified in the Schedule of Requirement.

We agree to abide by this Bid for a period of (90) days from the date fixed for Bid opening under clause 9 of the instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Date this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder (in the capacity of

**PART-VII**

**CONTRACT FORM** FORM II

This agreement is made on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2017 between the Deputy Commissioner, Tando Muhammad Khan herein after called the “Procuring Agency” of the one part and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ here in after called “the supplier” of the other part.

Whereas the (Procuring Agency)/Deputy Commissioner, Tando Muhammad Khan invited bids for supply of cooked food (diet only) in the scale prescribed in the Prison Rules to the under trail prisoner (UTP’s) for the Judicial & Police Lock-up, Tando Muhammad Khan for the financial year 2017-18 as per notification No. SO(BUD)HD-4(1)/2009 (Jails) dated 20-04-2014 has accepted bid offered by the supplier/contractor for the supply of cooked food at the rate of Rs. \_\_\_\_\_\_\_/= per prisoner per day as per schedule mentioned below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Day** | **Breakfast** | **Mid Day** | **Evening** |
| **Monday** | i). Wheat Floor  ii). Milk Packed  iii). Cooking Oil  iv). Tea Leaves  v). Sugar  Monday to Sunday (All Seven  Days in a week) | **Dal Moong** with Tomatoes, Onion, Garlic, Ginger | **Beef without Bone Curry** with Tomatoes, Onion, Garlic, Ginger |
| **Tuesday** | **Han Egg with Gram whole** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Dal Masoor** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |
| **Wednesday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Potatoes Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |
| **Thursday** | **Dal Gram** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Mixed Seasonal Vegetable Potatoes** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |
| **Friday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Dal Moong** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |

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| **Saturday** |  | **Potatoes Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Dal Gram** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |
| **Sunday** | **Chicken Curry** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. | **Pulao with Gram whole or Potatoes** with Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric Red Chilies) Powder, Condiments and iodized Salt. |

**SPECIAL DIET ON THE SPECIAL OCCASION I.E. RAMZAN-UL-MUBARAK, EID-UL-FITAR, EID-UL-UZHA, 12TH RABI-UL-AWAL, (EID MILADUN-NABI (S.A.W.W), 23RD MARCH (PAKISTAN DAY) & 14TH AUGUST (INDEPENDENCE DAY)**

**MORNING MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Sewayan | 58 Grams |
| **02.** | Sugar | 58 Grams |
| **03.** | Milk | 233 Grams |

**MID DAY MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Chicken | As per Proposed scale in Rule 473 |
| **02.** | Rice Pulao |
| **03.** | Vegetable Oil |
| **04.** | Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric) |

**MID DAY MEAL**

|  |  |  |
| --- | --- | --- |
| S.No. | Name of ARTICLE | SCALE |
| **01.** | Chicken | As per Proposed scale in Rule 473 |
| **02.** | Vegetable Oil |
| **03.** | Wheat Floor |
| **04.** | Tomatoes, Onion, Garlic, Ginger (Coriander Turmeric, Red Chilies) Powder, Condiments & Iodized Salt |

**The Parties agreed on the following terms & conditions:**

1. The supplier/contractor supply the cooked food (diet only) in the scale prescribed in the prison rules to the under trail prisoners (UTP’s) for Judicial & Police Lock-up, Tando Muhammad Khan
2. The Contractor/supplier will furnish the bills on monthly basis duly verified by the Superintendent Judicial Lock-up.
3. That the payment will be made in the supplier/contractor as per procedure of payment laid down by A.G. Sindh.
4. The Income Tax, Sales Tax or any other Tax payable to Government will deducted from bills as per law.
5. The Documents viz Bid Form Price Schedule, General condition of contract & conditions specified in letter of award shall be deemed to form and be read and construed as part of this agreement.
6. Incase any violation of contract provision the contractor/supplier will be responsible & the Deputy Commissioner, Tando Muhammad Khan will cancel the Contract forfeit his payments, bid security & further action under relevant law will also be taken against him at his risk & cost.
7. Bid security 2% Rs. 36,300/= of successful bidder will remain with procuring agency and will be refunded after satisfactory completion of contract.
8. The document viz bid forms, schedule of requirements and general conditions of contract shall be deemed to form and he read & construed as part of this agreement.

In witness where of the parties have agreed and signed & delivered this agreement in presence of following witnesses.

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DEPUTY COMMISSIONER,**

R/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TANDO MUHAMMAD KHAN**

CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor or supplier other part of agreement

**Witnesses**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_