

UTILITY STORES CORPORATION OF PAKISTAN (PVT) LIMITED
HEAD OFFICE ISLAMABAD

TERMS AND CONDITIONS FOR SUPPLY OF RICE PACKED IN 1KG, 2KG & 5KG
CRYSTAL/ TRANSPARENT POLY BAGS

1. **INVITATION OF BIDS:**

Sealed tenders are invited by Utility Stores Corporation of Pakistan from the Rice Mills / Processing Units Registered with Income Tax / Sales Tax departments for supply of Rice packed in 1kg, 2kg & 5kg crystal/transparent poly bags. The bidder must be the owner of the Rice Mills/ Processing Unit and will provide the proof of ownership, however, individuals, who are running Rice Mills / Processing unit on partnership / contract can also participate in tender on provision of necessary legal documents. The procedure of bidding shall be as under: -

- a. The bid shall comprise single package containing two separate envelopes.
- b. Each envelope shall contain separately the Financial Proposal and the Technical Proposal and shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold & legible letters to avoid confusion.
- c. The **“TECHNICAL PROPOSAL”** means documents required as per tender form along with samples. The Technical Proposal/bids are required to be submitted on the prescribed tender form enclosed as **Annex - A** along - with valid copies of documents and 10kg sample of each item.
- d. During the **TECHNICAL** evaluation no amendments in the **TECHNICAL PROPOSAL** shall be permitted.
- e. The **“FINANCIAL PROPOSAL”** means rates/bids offered. The Financial Proposal/bids are required to be submitted on the prescribed tender form enclosed as **Annex - B** along with covering letter on the letter head pad of concerned Mills/Units
- f. Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened and envelope marked as **“FINANCIAL PROPOSAL”** shall be retained. Financial Bids of only those vendors shall be opened, whose Technical Bids will be accepted and Financial Bids of unsuccessful bidders, whose Technical Bids stand disqualified will be returned unopened to the respective vendor.
- g. The **FINANCIAL PROPOSALS** of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- h. Rates for minimum quantity of 400 M/Tons in respect of Tota Basmati Rice & Super Basmati Rice whereas rates for minimum quantity of 200 M/Tons in respect of Sella Kainat 1121 Rice for all Pakistan Basis should be quoted necessarily. Addresses of USC Head Office and USC Zonal Offices are attached at **Annex-C**.

Minimum Capacity of the processing plant should be 50 M/Tons per day. The Rice Mills / Processing Units should be registered under EOBI and Social Security and will have to provide both registration certificates along with last three months contribution payment receipts. In case of any fake information / document provided by Rice Mills / Processing Units, the concerned Rice Mills / Processing Units will be held responsible for the same. The Rice Mills / Processing Units will have to provide a certificate on stamp paper worth Rs. 200/- that the documents / information submitted by them in tender are correct and in case of any fake information / documents, they will be responsible and in such case USC reserves the right to forfeit their earnest money and blacklisting the Rice Mills / Processing Units at any stage.

2. **REQUIRED QUANTITIES AND SPECIFICATION:-**

Province wise quantities of Rice required and specifications of each commodity are as under:-

Name of Items	Province-wise Quantity In M/Tons					Total Quantity (M/Tons)
	Punjab / Islamabad	Khyber Pakhtunkhwa	Sindh	Balochistan	Gilgit Baltistan	
B-I Rice (Tota Super Basmati Rice)	1050	300	300	0	10	1660
<u>Specification of B-I Basmati Rice</u>						
(a) B-1 of Super Basmati Rice Minimum 80%						
(b) Admixture of other natural / contrasting varieties Maximum 20%						
(c) Processed / Double Polished / Destoned						
(d) Average Grain length $\frac{1}{2}$ (Means broken one time of Super Basmati Rice)						
Super Basmati Rice	1100	250	120	0	10	1480
<u>Specification of Super Basmati Rice</u>						
(a) Super Basmati Rice Minimum 75%						
(b) Tota Super Basmati Rice Maximum 5%						
(c) Admixture of other varieties i.e Rice PK 386 non supri Maximum 20% (including admixture of other natural / contrasting varieties)						
(d) Processed, De-stoned and Colour Sorted						
(e) Double Polished						
(f) Grain length (minimum 7mm)						
(g) Crop 2020-21						
Sella Rice (Kainat 1121)	320	300	50	0	20	690
<u>Specification of Sella Rice (Kainat 1121)</u>						
(a) Sella Rice Kainat 1121 Minimum 75%						
(b) Tota Kainat 1121 Sella Rice Maximum 5%						
(c) Admixture of other varieties i.e Rice PK 386 Sella non supri Maximum 20% (including admixture of other natural / contrasting varieties)						
(d) Processed, De-stoned and Colour Sorted						
(e) Double Polished						
(f) Grain length (minimum 7mm)						
(g) Crop 2020-21						

3. **DATE, TIME AND VENUE FOR OPENING OF THE BIDS/OFFERS:**

- a. The sealed tenders/offers are required to reach Utility Stores Corporation Head Office located at Plot No. 2039, F-7/G-7, Blue Area, Islamabad on or before 25th November, 2021 at 01:30 hours. All the bids/offers shall be opened on the same day at 02:00 hours by the Tender Committee constituted for the purpose in the presence of the bidders or their duly authorized representatives.
- b. Province wise price/rates are required to be quoted in M/Tons on FOR (Delivered Basis) in Pakistani Rupees. The price to be quoted should be inclusive of all taxes, duties, levies, charges etc.
- c. The interested Rice Mills/Units can also send their bids/offers through registered mail/courier addressed to Sr. General Manager (Procurement) USC Head Office Islamabad on the address mentioned in para 3 (a) above. The same shall be entertained subject to the following:-
 - i. The offers/bids are required to reach USC Head Office on or before 25th November 2021 at 01:30 hours.
 - ii. The envelopes containing the offers/bids are clearly marked in bold letters containing the words **“Technical Bids and Financial Bids for supply of Rice to Utility Stores Corporation of Pakistan (Pvt) Ltd”**.

4. **EARNEST MONEY:**

The tenders/bids must be accompanied with an Earnest Money at the rate of 3% of the total value of the bids/offers in the shape of Demand Draft/Pay Order in the name of Utility Stores Corporation of Pakistan. Earnest money in the shape of Call Deposit Receipts and Cheques will not be accepted. The earnest money shall be refunded to the unsuccessful Rice Mills / Processing Units immediately after the finalization of the bids. The stocks as per samples/specification will have to be delivered at USC Regional Warehouses as per Schedule given in Purchase Orders, failing which the Corporation reserves the right to cancel the purchase orders and forfeit the earnest money. For the refund/return of Earnest Money, the successful vendors will have to complete at least 90% of the purchase orders quantity at each station. In case of less supply than 90%, the earnest money will be deducted at the rate of 3% of the ordered quantity of concerned station. The earnest money for that purpose shall serve as performance guarantee of successful bidder for delivery of ordered quantity to the satisfaction of USC and for replacement / return of date expired/damaged/defective stock as and when required by USC. This security amount / performance bond will be cleared on completion of supply after proper confirmation from the USC Regions.

5. **PACKINGS:**

Stock of Rice is required to be delivered **packed in net weight of 1kg, 2kg & 5kg crystal/transparent poly bags**. Packing details & specimen of poly bag is enclosed at **Annex-D**. The sample of packing / poly bag can be obtained from USC. Utility Stores and Rice Mills / Units name shall be printed on the poly bag.

6. **QUALITY OF PACKING MATERIAL:**

In case the packing material is found discolored due to poor printing quality at any stage, penalty @ 2% shall be imposed on the stock delivered to respective USC Regions.

7. **VALIDITY OFFER:**

All offers must be valid for acceptance for a period of 20 working days excluding tender opening date and rates will be valid for a period of (02) two months which will be applicable from the date of acceptance letter. Incomplete, Conditional and illegible offers shall not be entertained. Cutting or over writing of rates and quantity on the tender form is not permissible and quotation will be considered void.

8. **PROCEDURE FOR OPENING OF TENDER:**

Tender/Bids will be opened and processed as per procedure laid down in PPRA 2004 i.e. **on least cost and quality basis**. The tender will be awarded on the basis of the lowest rates and good quality products offered. In case the quantity offered by the 1st lowest bidder is less than the quantity asked in the tender, the other lowest bidders in the descending order will be asked to match the rates so as to complete the tendered quantity.

9. **QUALITY/ TESTING OF SAMPLES:**

The intending participants will have to provide a sample of net weight 10kg of each commodity strictly according to tender specifications. The samples will be collected randomly of supplied stock from USC Warehouse and USC Outlets and the same will be sent for DNA/Lab analysis on risk and cost of Rice Mills/Units. The samples of successful bidders will be sent to concerned Regional Managers and Warehouse Incharges for matching the quality of the commodities at the time of receipt of stock from the Rice Mills/Processing Units. The quality of stocks will be examined by a Committee at Regional level consisting of the Regional Manager, Accounts Officer, Sr. Area Manager and Warehouse Incharge. If the issue/problem of quality is not resolved at Regional Committee level, the appeal may be filled immediately to Chairman Tender Committee at USC Head Office. In case the stock supplied by the vendor does not match with the specification/sample provided/produced at the time of bidding, the same shall be returned to Rice Mills/Processing Units at his risk & cost. The Rice Mills/Processing Units would be responsible for the quality assurance at time of delivery as per sample/specification. If deemed necessary, the sample/stock delivered by the Rice Mills/Processing Units would be sent to laboratories for DNA/Lab Analysis by USC at any time at the cost of Rice Mills/Processing Units. Any negligence on the part of the Rice Mills/Processing Units would be liable for action as per contract/law and at any time percentage of Rice is found less than USC tender specification fine will be imposed according to less percentage of Rice from USC specification of Rice on total amount of supplied quantity as per approved rate. If at random there is different percentage of Rice found in DNA test the least of all percentage will be considered and fine will be imposed accordingly to the least percentage. In case of sample of less than required specification of Rice a total of 2 % of total value of tender quantity will be deducted separately on account of transportation charges. Torn/damage packets of Rice shall be replaced by the vendor at their cost, whenever required by USC Regional Warehouses. In case of failure to do so within a specified time, all such stocks shall be returned to Rice Mills/Processing Units at his own risk & cost and the cost thereof shall be deducted from his payments/earnest money.

10. **STOCK IN TRANSIT:**

The Rice Mills / Units will be responsible for safe and secure supply of the stock to USC Regions/Warehouses of which order is placed with the Rice Mills/Units. In case of loss of stock in transit due to any theft/accident or any natural calamity, the concerned Rice Mills / Units will be responsible for the same.

11. **DELIVERY PERIOD:**

The successful Rice Mills / Units will have to complete the supply as per Schedule given in Purchase Orders, failing which he will render himself liable to be proceeded against as per terms and conditions of tender. In case of late delivery of stock, late delivery charges per day will be deducted @ 0.25% per day of the total value of the stock whose delivery has been delayed, maximum upto 5% of the undelivered stock.

12. **WEIGHMENT AT THE TIME OF DELIVERY:**

USC will accept the stocks as per weigh bridge slip and in case of short weight (if any found). Goods Receipt Notes will be prepared as per actual weight. Furthermore, each packet weight is also responsibility of suppliers at subsequent stage.

13. **PERFORMANCE BOND/MONEY & CONTRACT:**

- a. In case the Rice Mills / Units commits any breach of, or fails to fulfill any of the terms and conditions of the Tender, the performance bond/earnest money shall be forfeited with notice as per terms and conditions of agreement/tender.
- b. The performance bond/earnest money shall be released after successful completion of supplies and subject to fulfillment of all the terms and conditions of the tender.

14. **PAYMENT:**

- a. The payment will be made within 30 days from the date of Goods Receipt Note to be issued by the concerned Regional Warehouse Incharges duly signed by Incharge Warehouse and Regional Manager.
- b. All Government taxes will be deducted from the payment.

15. **LOADING/UNLOADING CHARGES:**

Loading/unloading charges will be paid by Rice Mills / Units.

16. **INCOME TAX RETURN:**

The Rice Mills / Processing Units will have to provide copies of Income Tax return deposited with the Income Tax Department of the last three year.

17. **DEDUCTION OF TAXES:**

Taxes will be deducted from the payments as per Government rules at the prevailing Government rates. In case of any changes in taxes during the currency of the agreement by the Government, the same will be implemented by USC as per Government instructions. However, in case of any tax exemption, valid tax exemption certificate to this office will have to be provided by the bidders. Payment of withholding tax on cash withdrawal as per Government rules calculated on freight / loading / unloading amount at the time of payment.

18. **ELECTRICITY BILLS:**

The Rice Mills / Processing Units will have to provide copies of the electricity bills of last three months.

19. **BANK CERTIFICATE:**

The Rice Mills / Processing Units will have to provide Certificate from their relevant bank mentioning average balance of one year (current year).

20. **ISO CERTIFICATE:**

The Rice Mills/Processing Units will have to provide following valid Certificate for at least 06 months at the time of opening of tender from independent institution recognized by the Government i.e Pakistan National Accreditation Council (PNAC):-

- a. ISO 9001:2015
- b. ISO 22000:2018

21. **REPLACEMENT/RETURN OF DAMAGED STOCKS:**

The Rice Mills / Processing Units shall replace the damaged/torn packets with fresh stocks properly packed in required packing.

22. **FORCE MAJEURE:**

In case of any of the force majeure circumstances, namely Act of Allah, natural calamity, fire, Government restrictions, strikes or lockouts by workmen, war, military operations of any nature, blockades, preventing the parties from wholly or particularly carrying out contractual obligations etc, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail; provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse in writing to fulfill its contractual obligations without title to indemnifications of any losses it may thereby sustain.

23. **ARBITRATION:**

In case of any dispute arising out of the agreement, Managing Director USC will be the Sole Arbitrator and his decision shall be binding on both the parties to this agreement.

24. **ACCEPTANCE/REJECTION OF BID:**

The Corporation reserves the right to accept and reject any or all bids at any time prior to the acceptance of a bid. However, the Corporation upon request shall communicate to any bidder, the ground for the rejection of all bids, but is not required to justify those grounds.
