

Bid Data Sheet

ITB Ref	Description	Detail
N/A	Bid reference number	Reference No DSE/Dev./ADP-2013- 14/573
N/A	Commencement of sale of Bidding Document	24 th APRIL 2014
N/A	Last date of sale of Bidding Document	11 th MAY 2014
N/A	Pre-bid meeting date, time and venue	8 th MAY 2014 12:00 NOON
ITB Clause 24	Last date and time for the receipt of bids	11 th MAY 2014 01:00 PM
ITB Clause 27	Date, time and venue of opening of technical bids	12 th MAY 2014 1:00 PM DSE LARKANA
ITB Clause 16	Bid currency	PKR
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 20	Amount of bid security	2% of the total bid value
ITB Clause 21	Bid validity period	Up to 30/06/2014.
ITB Clause 09	Bidding procedure	Single stage – Two Envelops procedure
ITB Clause 27	Address for communication: Director Schools Education Larkana Region Larkana	

SECTION 1

Invitation to Bid

Letter of Invitation

Procurement of Computers with Accessories under District ADP-2013-14

_____, 2014

Dear S r/ Madam.

1. The Director School Education LARKANA Region, LARKANA invites sealed bids from eligible bidders for the finalization of Contract for the provision of school specific items in quantities and specifications more specifically described in Section III of the Bidding Documents.
2. The validity of Contract would be for a period of 30th June starting from the date of signing of Contract.
3. Bidding shall be conducted as per the procedure specified in the Bidding Documents.
4. Interested bidders may obtain further information and inspect the Bidding Documents at the address given below from 09:00 AM to 04:00 PM on any working day before closing date
5. A complete set of original Bidding Documents shall be purchased from the office on working days from 09:00 AM to 04:00 PM on submission of a written application and payment of non-refundable fee of Pak Rupees 1500/- only.
6. Bids must be delivered, in the manner prescribed, at or before 1.00 PM on 9.5.2014. Late Bids will be rejected. Bids will be opened on the same day at 01:00 PM in presence of bidders or their representatives.

7. All bids (financial) must be accompanied with a bid security which is 2% of the total bid value in form of crossed Pay Order/ Bank Draft/Call Deposit Receipt in favour of District Education Officer, Larkana

8. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the next working day at the same appointed timings and venue.

SECTION II

Instructions to Bidders

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

1. Scope of Bid

1.1 The Director Schools Education LARKANA Region, LARKANA invites bids for conclusion of District Specific Contract for supply of Goods specified in the Schedule of Requirements along with Technical Specifications for schools under District ADP 2013-14.

2. Source of Funds

2.1 District ADP/MPA/MNA/SERP (Revenue Component), received by DEOs of Larkana Region, through the Deputy Commissioners concerned.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders for supply of Goods more specifically described in the Schedule of Requirement (Section-III).

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

4. Corruption and Fraud.

4.1 Corrupt and Fraudulent Practices is defined by SPPRA as *"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty"*

4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Sindh in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements.

However, Bidders cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.

The Bidding Procedure

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the SPPRA Rules, 2010.

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 46 "Procedures of Open Competitive Bidding" sub-rule (2) "Single stage – Two Envelope procedure". Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained in the table below.

Single Stage: Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements & do not provide the samples with technical proposal;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and
- ix) The bid found to be the lowest evaluated bid shall be accepted.

The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Schedule of Requirement.
- (c) Technical Specifications.
- (d) Evaluation Criteria.
- (e) Bid Forms
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
 - v) Lowest price certificate.
- (f) General Conditions of the Contract
- (g) Special Conditions of Contract,
- (h) Draft Contract.

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency¹ in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for

clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids

prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification (s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialled. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along with the technical bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the

Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish, as part of its bid, a Bid Security of the amount specified in the **Bid Data Sheet** in the shape of Pay Order/ Bank Draft/Call Deposit Receipt. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security.

20.3 The bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity;
- Or
- (b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who,-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, he will require to get the original bidding document against original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink and shall be signed & stamped/sealed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall sign all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope. Bid / tenders (Technical and Financial bids) are required items wise separately. The Tender Enquiry No. (T.E. No.) against each items must be mentioned on envelope (Technical and Financial Bid).

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 In case the Bidder is bidding for more than one item, they will have to prepare separate price schedule for each item, seal

them in separate envelopes with naming of items. Envelopes of each individual items will further be sealed in one envelope marked as "Financial Proposal". This arrangement will enable the Procuring Agency to return bid related to any item of any Bidder unopened in case the item is declared as ineligible or non-responsive.

23.5 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency.

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bid for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the SPPRA-2010, specifically Rule 41 (Opening of Bids)

27.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 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 or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

a) If there is a discrepancy between 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.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide

information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders who submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it

deems necessary may prescribe another method of procurement not inconsistent with the SPPRA 2010.

33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with SPPRA-2010 giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

36. Acceptance of Bid and Award Criteria.

36.1 the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Sindh Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary quantities at the time of Award.

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

38.3 The enforcement of the Contract shall be governed by SPPRA-2010.

39. Limitation on Negotiations.

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

Negotiations shall not be used to:

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals

40. Signing of Contract.

40.1 After the completion of the Contract Negotiations the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within ONE week of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted an debarred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed for ONE year period and by the terms and conditions mutually agreed in the contract.

41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the manner prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

SECTION IV

EVALUATION CRITERIA

Evaluation Criteria:

S. No.	Parameters	Detail	Total Marks	Remarks																		
1	Past Performance (Last one year)	Major institutions served: <table border="1" style="margin-left: 20px;"> <tr> <td>i</td> <td>No institution served</td> <td>0</td> </tr> <tr> <td>ii</td> <td>1</td> <td>10</td> </tr> <tr> <td>iii</td> <td>2 to 3</td> <td>20</td> </tr> <tr> <td>iii</td> <td>4 to 5</td> <td>30</td> </tr> <tr> <td>iii</td> <td>6 to 7</td> <td>40</td> </tr> <tr> <td>iii</td> <td>8 and above</td> <td>50</td> </tr> </table>	i	No institution served	0	ii	1	10	iii	2 to 3	20	iii	4 to 5	30	iii	6 to 7	40	iii	8 and above	50	50	Institutions include government departments and private organizations
i	No institution served	0																				
ii	1	10																				
iii	2 to 3	20																				
iii	4 to 5	30																				
iii	6 to 7	40																				
iii	8 and above	50																				
2	experience	<table border="1" style="margin-left: 20px;"> <tr> <td>i</td> <td>1 - 3 years</td> <td>10</td> </tr> <tr> <td>ii</td> <td>3 - 5 years</td> <td>30</td> </tr> <tr> <td>iii</td> <td>Above 5 years</td> <td>50</td> </tr> </table>	i	1 - 3 years	10	ii	3 - 5 years	30	iii	Above 5 years	50	50	Bidders having less than 1 year experiences are ineligible. Experience will be confirmed from the date of Registration of GST certificate.									
i	1 - 3 years	10																				
ii	3 - 5 years	30																				
iii	Above 5 years	50																				
3	Registrations/ certifications/ memberships	<table border="1" style="margin-left: 20px;"> <tr> <td>i</td> <td>NTN certificate</td> <td>10</td> </tr> <tr> <td>ii</td> <td>GST certificate</td> <td>10</td> </tr> <tr> <td>lii</td> <td>Membership Certificate of chamber of commerce</td> <td>10</td> </tr> <tr> <td>iv</td> <td>Sindh Revenue Board (SRB) Certificate</td> <td>10</td> </tr> <tr> <td>v</td> <td>Professional tax certificate</td> <td>10</td> </tr> </table>	i	NTN certificate	10	ii	GST certificate	10	lii	Membership Certificate of chamber of commerce	10	iv	Sindh Revenue Board (SRB) Certificate	10	v	Professional tax certificate	10	50	Copy of all certificates			
i	NTN certificate	10																				
ii	GST certificate	10																				
lii	Membership Certificate of chamber of commerce	10																				
iv	Sindh Revenue Board (SRB) Certificate	10																				
v	Professional tax certificate	10																				

4	Financial status	i	3 years Audited Balance Sheet	10	50	Bank Statements are not required. Bidder can provide more than one Bank certificates
		ii	Income Tax Returns (Last 3 years)	10		
		iii	Bank Certificate of 100 million turnover.	10		
		iv	Monthly GST Returns (Last 15 MONTHS)	10		
		v	Audit Report of GST for last 2 years	10		
5	Technical proposal	Brochures/picture/specification			10	

Total marks:210

Qualifying marks: 80% (168 marks) and above

The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

SECTION V
BID FORM

BID FORM 1

Letter of Intention

Bid Ref No. _____

Date of the Opening of Bids _____

Name of the Contract : In class Material/Sports Material/Stationery Material/Library & Laboratory

To
District Education Officer
LARKANA.

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. , the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated _____.

Signed/Stamped:

BID FORM 2

AFFIDAVIT *

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 19 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 18 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed/ Stamped

- ON RS 100/- judicial paper

BID FORM 4

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 20

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI
DRAFT STANDARD
CONTRACT

Special Conditions of the Contract

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2014, between The District Education Officer Larkana/DDO (hereinafter referred to as the "Purchaser") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Supplier in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. the Schedule of Requirements. Annex- A
 - b. the Technical Specifications. Annex- B
 - c. the Price Schedule submitted by the Bidder. Annex- C
 - d. the Purchaser's Notification of Award. Annex- D
 - f. the General Conditions of Contract
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
 - i. [*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Sindh) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, [the Seller / Supplier] represents and warrants that it has fully declared the brokerage, commission,

fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever from the District Education Officer, LARKANA , except that which has been expressly declared pursuant hereto.

- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the District Education Officer, LARKANA and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Secretary, Government of the Sindh, Education Department, Sindh or his nominee shall act as sole arbitrator. The decisions taken and / or award made by the sole arbitrator shall be final and binding on the Parties.
5. **Items to be Supplied & Agreed Unit Cost:** (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

(ii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
7. **Mode of Payment:** All payments to the Supplier(s) shall be made through Crossed Cheques issued in the name of [supplier's name]
8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfilment of documentary and Codal formalities highlighted in the Payment Schedule at Annex F.
9. **Performance Guarantee:** (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 05% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.
- ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.
- ii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.
10. **Penalties/ Liquidated Damages.**
- i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled. ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty / Security to the extent of non-delivered portion of supplies shall be forfeited.
- ii) If the Supplier fails to supply the whole consignment and not able to deliver as per schedule of requirement/purchase order, the entire amount of Performance Guaranty / Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the total value of the supply order shall be imposed upon the Supplier.

11. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

[insert: *name of office*]

[insert: *name of officer*]

[insert: *postal address*]

[insert: *telephone number, indicate country and city code*]

[insert: *facsimile or cable number or e-mail address*]

For the Supplier:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

**Signed / Sealed: For the Manufacturer /
Authorized Supplier / Authorized Agent.**

Signature: _____

Name: _____

Designation: _____

Schedule of Requirements

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the District Education Officer LARKANA / CONCERNED DEO as per schedule of requirements:-

Technical Specifications and Ancillary Services

a). **Product Specifications.**

(Detailed technical specifications, given in Section III, will be followed)

Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the items as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement and in subsequent purchase order.
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
- iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Purchaser's Notification of Award

(Copy of the final letter will be attached)

Payment Schedule

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in the SPPRA-2010. However, if there is any alternate payment schedule, agreed by the Procuring Agency and Supplier, will be annexed here)

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser (provincial and district Education department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of above goods, such as transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means Special Conditions of the Contract.
- (g) "The Purchaser" means "The District Education Officer LARKANA/DDO concerned "
- (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
- (i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 3. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the (The concerned DISTRICT EDUCATION OFFICER/DDO concerned) and price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior

written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples** 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
- 8. Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
- 9. Inspections and Tests** 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 9.2 All costs associated with testing shall be borne by the Supplier.

- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- 9.6 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- 12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
- 13. Incidental Services**
- 13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 14. Warranty**
- 14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 14.2 The Purchaser shall promptly notify the Supplier in writing

of any claims arising under this warranty.

- 15. Payment**
- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupee.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 17. Contract Amendments**
- 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment**
- 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts**
- 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

**21. Termination
for Default**

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all instalments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty"

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine

- restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for insolvency**
- 23.1 The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 24. Arbitration and Resolution of Disputes**
- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
- 25. Governing Language**
- 25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

- 26. Applicable Law** 26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 27. Notices** 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxation** 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Annex. A

Schedule of Requirements

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by The District Education Officer Larkana/DDO concerned as per following schedule of requirements:-

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	45 days	45 days
With penalty @ 0.067 % per day on the late delivered portion of the ordered quantity after 45 days of issuance of Purchase Order	15 days	60 days

TECHNICAL PROPOSAL
List of Material / BOQ

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Proposal.

Name of the Firm: _____

Bid. Ref. No: DSE/Dev./ADP-2013-14/573 dated 21-04-2014

Date of opening of Bid: 12 May-2014

Time of submission of Bid: 1:00 PM

Time for opening of Bid: 2:00 PM

COMPUTER & OTHER ITEMS:

Sr. No:	NAME OF ITEM WITH SPECIFICATION	Specification to be offered contractor /bidder
1	HP/DELL/ or equal ant (Branded) Desktop Computers having following Specifications: ❖ Intel Q65 Express / Intel Core i5-2400 (3.2GHz / 1333MHz / 3MB Cache) / 4GB DDR 500GB SATA HDD / DVD Super Multi / Keyboard & Mouse, 18.5" LCD Monitor.	
2	Laser jet Printers 2055D or equal ant Toner Cartrages for 2055D. Packets of A4 size papers	
	Scan Jet Scanner Model G2410	
3	1.5Ton Split AC with Fitting + 7000VA Stablizer. .1.5 Ton Dawlance or equivalent Split Air Condition with 7000VA Stablizer Fitting with 20 Feet Condenser pipe + Labor charges	

4	Public Address System. TOA Amplifier Model No A-1724 (240 W) or equivalent TOA Colum Speaker Model No TZ-206 TOA Mic DM 1200 with Stand Wireless MIC HDDR Cable with Labor	
	Monitor Speakers 4 to 8 channel Amplifier 2) 16 Channel Mixer 3) 4 Standing Speakers (large Size) 4) Wire Mic 5) Wireless mic 6) Radio for Wireless control	

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

FINANCIAL PROPOSAL
List of Material / BOQ

Price Schedule

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Proposal.

Name of the Firm: _____

Bid. Ref. No: DSE/Dev./ADP-2013-14/573 dated 21-04-2014

Date of opening of Bid: 15 May-2014

Time for opening of Bid: 1:30 PM

COMPUTER & OTHER ITEMS:

Sr. No:	NAME OF ITEM WITH SPECIFICATION	Qty:	Rate per Unit	Amount
1	HP/DELL/ or equal ant (Branded) Desktop Computers having following Specifications: <ul style="list-style-type: none"> ❖ Intel Q65 Express / Intel Core i5-2400 (3.2GHz / 1333MHz / 3MB Cache) / 4GB DDR 500GB SATA HDD / DVD Super Multi / Keyboard & Mouse, 18.5" LCD Monitor. 	05		
2	Laser jet Printers 2055D or equal ant Toner Cartrages for 2055D. Packets of A4 size papers	05		
	Scan Jet Scanner Model G2410	01		
3	1.5Ton Split AC with Fitting + 7000VA Stablizer. .1.5 Ton Dawlance or equivalent Split Air Condition with 7000VA Stablizer Fitting with 20 Feet Condenser pipe + Labor charges	05		
4	Public Address System. TOA Amplifier Model No A-1724 (240 W) or equivalent TOA Colum Speaker Model No TZ-206 TOA Mic DM 1200 with Stand Wireless MIC HDDR Cable with Labor	01		

	Monitor Speakers 4 to 8 channel Amplifier 2) 16 Channel Mixer 3) 4 Standing Speakers (large Size) 4) Wire Mic 5) Wireless mic 6) Radio for Wireless control	01		
--	---	----	--	--

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----
