# OFFICE OF THE DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD



# **BIDDING DOCUMENTS**

#### Procurement of

Construction / Addition of Class Rooms in Existing Primary Schools of Taluka Sakrand & Nawabshah District Shaheed Benazirabad (08 Units) (Revenue Component) Under Chief Minister's Directives ADP 1611 Construction / Reconstruction & Rehabilitation of Integrated Elementary / Secondary Schools of District Shaheed Benazirabad (Revenue Component) under ADP No. 1358 of 2014-15

# EDUCATION DISTRICT EDUCATION & LITERACY DEPARTMENT, GOVERNMENT OF SINDH

District Education Officer (Primary) Shaheed Benazirabad | Khoja Garden Nawabshah Phone: 0244-9370150| Fax: 9370156 Email: deopry.sba@gmail.com

# OFFICE OF THE DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD

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# PROCUREMENT PLAN (NON-DEVELOPMENT) FOR NAWABSHAH PACKAGE

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-	20th May 2015	20 <sup>th</sup> May 2015
ų	23th April 2015	23 <sup>th</sup> Aprii 2015
Ō	∮0 <sup>th</sup> April 2015	10 <sup>th</sup> April 2015
Ŧ	National Competitive Bidding Method under Rule- 15(2)(B) SPPRA Rules 2010	National Competitive Bidding Method under Rule- 15(2)(B) SPPRA Rules 2010
9	As per PC-I	As per PC-I
p	Rs. 0.107 (Million)	Rs. 0.776/- (Million)
3	Furniture & Fixture	Furniture & Fixture
q	ADP 1358	ADP 1611
ଷ	-	2
	b c d	b         c         d         e         f         g         h           National Competitive ADP 1358         Rs. 0.107 (Million)         As per PC-I ander Rule-15(2)(B) SPPRA         10th April 2015 (2015 2015 2015 2015 2015 2015 2010         2015 2015 2015 2015 2015 2015

DISTRICT EDUCATION OFFICER (PRIMARY)
SHAHEED BENAZIRABAD

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# PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS

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#### Instructions to Bidders

#### A. Introduction

# 1. Source of Funds

- 1.1 The Procuring agency has received Provincial. Government funds towards the utilization for "Construction / Addition of Class Rooms in Existing Primary schools of Taluka Sakrand & Nawabshah District SBA (08 Units) under Chief Minister's Directives (Revenue Component) ADP-1611 & Construction / Re-Construction & Rehabilitation of Integrated Elementary / Secondary Schools of District Shaheed Benazirabad (Revenue Component) under ADP No. 1358 of 2014-15. It is intended that the proceeds of these funds will be applied to eligible payments under the contract for which the bidding documents is issued.
- 1.2 Payment by the department will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

## 2.Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPPRA Rules 2010 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

# 3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPPRA Rules, 2010 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

# 4.Cost of B dding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **B.** The Bidding Documents

# 5.Content of Bidding Documents

- 5.1 The bidding documents include:
  - (a) Instructions to Bidders (ITB) (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC) (d) Special Conditions of Contract (SCC) (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (i) Performance Security Form
  - (k) Manufacturer's Authorization Form
- 5.2 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 will be at the Bidder's risk and may result in the rejection of its bid.

# 6.Clarification of Bidding Documents

A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

# 7. Amendment of Bidding Documents

- 7.1 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 requested by an interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

#### C. Preparation of Bids

# 8.Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. 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 the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

# 9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
  - (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted

- (c) Documentary evidence established in accordance with ITB Clause 14th at the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

#### 10. Bid Form

10.1The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

#### 11. Bid Prices

- 11.1The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

#### 12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13. Documents
  Establishing
  Bidder's Eligibility
  and
  Cualification
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 13.2 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 from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
  - (a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
  - (b) That the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) That, in the case of a Bidder not doing business within the Procuring agency's country,the Bidder is or will be (if awardedthecontract)representedbyanAgentinthat countryequipped,andabletocarryouttheSupplier's maintenance,repair, and spareparts-stocking obligations prescribed in the Conditions of Contractand/or Technical Specifications; and
  - (d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents
  Establishing
  Goods'
  Eligibility and
  Conformity to
  Bidding
  Documents
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall beconfirmed by a certificateoforiginissued at the time of shipment.
- 14.3 Thedocumentaryevidenceofconformityofthegoodsand servicestothebiddingdocumentsmaybeintheformof literature, drawings, and data, and shall consist of:
  - (a) Adetaileddescriptionoftheessentialtechnicaland

#### Performance characteristics of the goods;

- (b) A list giving full particulars, including available sources and currentprices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a periodto be specifiedintheBid Data Sheet,following commencement of the use of thegoods by the Procuring agency; and
- (c) An item-by-itemcommentaryontheProcuringagency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agencyinitsTechnicalSpecifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

# 15. Bid Security

- 15.1Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 ThebidsecurityisrequiredtoprotecttheProcuringagency against therisk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
  - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) Irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptlyas possible but not later than thirty (30) days after the expiration of theperiod of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Biddersigningthecontract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
  - (a) IfaBidderwithdrawsitsbidduringtheperiodofbid validity specified by the Bidder on the Bid Form; or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 32:

Or

(ii) To furnish performance security in accordance with ITB Clause 33.

- 16. Period of Validity of Bids
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to!TBClause 19.A bid valid for a shorter period shallberejectedbytheProcuringagency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder'sconsent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security providedunderITB Clause 15 shall also be suitably extended. A Biddermay refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17. Format and Signing of Bid
- 17.1 The Bidder shall prepare an original and the number of copies of the bidindicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written inindelible ink and shall be signed by the Bidder or a

- personorpersonsdulyauthorizedtobindtheBiddertothe contract.All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D.Submission of Bids**

# 18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY."The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
  - (a) Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - (b) Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DONOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 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 "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

# 19. Ceadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with IT B Clause 7,in which case all right sand

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

## 21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or with draw 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.
- 21.2 The Bidder's modification or with drawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause
  18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

#### E. Opening and Evaluation of Bids

# 22. Opening of Bids by the Procuring agency

- 22.1 TheProcuringagencywillopenallbidsinthepresenceof bidders' representatives who choose to attend, at the time, on the date,and at theplace specified the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 Thebidders'names, bidmodifications or with drawals, bid prices, discounts, 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 the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and readout at bid opening shall not be considered further for evaluation, irrespective of the circumstances. With drawn bids will be returned unopened to the bid ders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

# 23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidderfor aclarification of itsbid. 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.

# 24. Preliminary Examination

- 24.1 The Procuring agency will 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.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained bymultiplying 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 be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3TheProcuringagencymaywaiveanyminorinformality, 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.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuringagency will determine the substantial responsiveness of each bid to thebidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions thebidding documents without of material deviations. Deviations from or objections or reservations critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. 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.

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24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

# Comparison Bids

- 25. Evaluation and 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
  - 25.2The Procuring agency's evaluation of a bid will be on delivered duty paid(DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - 25.3 The Procuringagency's evaluation of a bid will take into account, in addition to bid price quoted in accordance with ITBClause11.2,oneormoreofthefollowingfactorsas specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
    - (a) incidental costs
    - (b) Delivery schedule offered in the bid;
    - Deviations in payment schedule from that specified in the (c) Special Conditions of Contract;
    - The cost of components, mandatory spare parts, and service; (d)
    - The availability Procuring agency of spare parts and after-(e) Sales services for the equipment offered in the bid;
    - (f) The projected operating and maintenance costs during the life of the equipment;
    - The performance and productivity of the equipment offered; (g)
    - Other specific criteria indicated in the Bid Data Sheet and/or in the (h) Technical Specifications.
  - 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
    - Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price atthe final destination

- (b) Delivery schedule.
- (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated forbidsbyapplyingapercentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

Or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within thisacceptable range,an adjustmentper week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- (iii)The goods covered under this invitation are required to be delivered in partial shipments, as specified in the ScheduleofRequirements.Bidsoffering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
  - (i) Bidders shallstate theirbidpriceforthepayment schedule outlined in the SCC.Bids will be evaluated on the basis of this base price.Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule.The Procuring agency mayconsiderthealternativepayment schedule offered by the selected Bidder.

Or

(ii) The SCC stipulates the payment schedule offered by

the Procuringagency. If a bid deviates from the scheduleandifsuchdeviation isconsidered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

- (e) Performance and productivity of the equipment.
  - Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency thenormof100, an adjustment for an amount specified in the Data Sheet will be added to the bidprice. representing the capitalized cost of additional operating the costsover life of the plant, usingthemethodologyspecifiedintheBidData Sheet or in the Technical Specifications.

Or

- (ii) Goods offered shall have a minimum productivity specifiedundertherelevant provisionintheTechnical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (f) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
   The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

26. Contacting the Frocuring agency

- 26.1 Subject to ITB Clause 23, 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 contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 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.

#### F. Award of Contract

# 27. Postqualification

- 27.1 Intheabsenceofprequalification,theProcuringagencywill determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified toperformthecontractsatisfactorily,inaccordancewiththe criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder.A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilitiestoperform satisfactorily.

#### 28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be lowestevaluatedbid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 29.Procuring
  agency's Right
  to Vary
  Quantities at
  Time of Award
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, thequantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring
  agency's Right
  to Accept any
  Bid and to
  Reject any or All
  Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

# 31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

# 32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will sendtheBiddertheContractFormprovidedinthebidding documents, incorporating all agreements between the parties.
- 32.2 Withinthirty(30)daysofreceiptoftheContractForm,the successful Bidder shall sign and date the contract and return it to the Procuring agency.

# 33 Performance Security

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performancesecurity in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another formacceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bidsecurity, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

# 34. Corrupt or Fraudulent Practices

- 34.1 TheGovernmentofSindhrequiresthatProcuringagency's (includingbeneficiariesof donoragencies'loans), aswellas Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made the reunder:
  - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corruptpractice"meanstheoffering, giving,receiving or soliciting of anything of value to influence the action of a public official intheprocurementprocessorincontract execution; and
    - (ii) "fraudulentpractice"means amisrepresentation of facts in order to influence a procurementprocessortheexecutionofa contracttothedetrimentoftheProcuring agency, andincludes collusive practice among Bidders(priortoorafterbidsubmission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agencyofthebenefitsoffreeandopen competition;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corruptorfraudulentpracticesincompetingforthe contract in question;
  - (c) will declare a firm ineligible, either indefinitely orforastatedperiodoftime, to be awarded a Government-financed contractifitatanytime determines that the firm has engaged in corruptor fraudulent practices in competing for, or in executing, a Governmentfinanced contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in subclause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

# PART ONE - SECTION II GENERAL CONDITIONS OF CONTRACT

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# **General Conditions of Contract**

#### 1.Definitions

- 1.1 InthisContract,thefollowingtermsshallbeinterpretedas indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the ContractForm signed bythe parties, including all attachmentsandappendicestheretoandalldocuments incorporated by reference therein.
  - (b) "TheContractPrice"meansthepricepayabletothe SupplierundertheContractforthefullandproper performance of its contractual obligations.
  - (c) "TheGoods"meansallofthegoods, supplies and equipment and/or other materialswhich theSupplieris requiredto supply to the Procuring agency under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any otherincidental services, such as installation, commissioning, provision of technical assistance, training, 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 the Special Conditions of Contract.
  - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
  - (h) "The Procuring agency's country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The Project Site," where applicable, means the place or places named in SCC.
  - (k) "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.Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goodsweremined,grown,orproduced,orfromwhichthe Servicesaresupplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

# 4.Technical Specification

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when noapplicablestandardismentioned,totheauthoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5.Use of Contract
  Documents
  and
  Information;
  Inspection and
  Audit by the
  Government
- 5.1 The Suppliers hall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification. plan, drawing, pattern, sample, information furnished by or on behalf of the Procuring agency in connectiontherewith.toanypersonotherthanaperson employed theSupplier performance in the the Contract. Disclosuretoanysuchemployedpersonshallbemadein confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Suppliers hall not, without the Procuring agency'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 Anydocument,otherthantheContractitself,enumeratedin GCCClause5.1shallremainthepropertyoftheProcuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier'saccounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

# 6.Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-partyclaimsofinfringementofpatent,trademark,or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

# 7.Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Biddershall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
  - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) A cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations undertheContract,includingany warranty obligations, unless specified otherwise in SCC.

# 8.Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspectand/or to test the Goods to confirm their conformity to theContractspecificationsatnoextracosttotheProcuring agency.SCC and the Technical Specifications shall specify what inspections and tests theProcuringagency requires and where they are to be conducted.The Procuring agency shall notify the Supplier in writing, in a timely manner, ofthe identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor (s), all reasonable facilities and assistance, including access to drawing sand production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspectedor testedGoods fail to conform to the Specifications, the Procuring agency may reject the Goods, and theSuppliershalleitherreplacetherejectedGoodsormake alterationsnecessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 TheProcuringagency'srighttoinspect,testand,where necessary,rejecttheGoodsaftertheGoods'arrivalinthe Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### 9.Packing

- 9.1 The Suppliers hall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.The packing shallbesufficienttowithstand, withoutlimitation, rough handling during transit and exposureto extreme temperatures, salt and precipitation transit. and open storage.Packing casesizeandweightsshalltakeintoconsideration, where appropriate the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shallbeexpresslyprovidedforintheContract,including additional requirements, if any,specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## 10. Delivery and Documents

- DeliveryoftheGoodsshallbemadebytheSupplierin accordancewiththetermsspecifiedintheScheduleof Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

#### 11. Insurance

11.1The Goods supplied under the Contract shall be delivered duty paid (DDP)under which risk is transferred to the buyer after havingbeendelivered,henceinsurancecoverageissellers responsibility.

# 12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

# 13. Incidental Services

- 13.1 The Supplier may be required to provide anyonal lofthe following services, including additional services, if any, specified in SCC:
  - (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance or supervision or maintenance and/or repair of thesuppliedGoods, for a period of timeagreed by the parties,providedthatthisserviceshallnotrelievethe Supplier of anywarranty obligations under this Contract; and
  - (e) Training oftheProcuringagency'spersonnel,atthe Supplier'splantand/oron-site,inassembly,start-up, operation,maintenance,and/orrepairofthesupplied Goods.

# 14. Warranty

- 15.1TheSupplierwarrantsthattheGoodssuppliedunderthe Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in desian and materialsunlessprovidedotherwiseintheContract. The SupplierfurtherwarrantsthatallGoodssuppliedunderthis shall Contract have no defect, arising from design, materials, or workmanship (except when the design and/or material is required the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, orany portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the portorplace of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 TheProcuringagencyshallpromptlynotifytheSupplierin writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace thedefectiveGoodsorpartsthereof, withoutcoststothe Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## 15. Payment

- 16.1 ThemethodandconditionsofpaymenttobemadetotheSupplier under this Contract shall be specified in SCC.
- The Supplier's request(s) for payments hall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but innocaselaterthansixty(60)daysaftersubmissionofan invoice or claim by the Supplier.
  - 16.4 The currency of payment is Pak. Rupees.

#### 16. Prices

17.1Prices charged by the Supplier for Goods delivered and Services performedundertheContractshallnotvaryfromtheprices quoted by the Supplier in its bid, with the exception of any price adjustmentsauthorizedinSCCorintheProcuringagency's request for bid validity extension, as the case may be.

# 17. Change Orders

- 18.1The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scopeof the Contract in any one or more of the following:
  - (a) Drawings, designs, orspecifications, where Goods to be furnished under the Contractare to be specifically manufactured for the Procuring agency;
  - (b) The method of shipment or packing;
  - (c) The place of delivery; and/or
  - (d) The Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, orthetimerequiredfor,theSupplier'sperformanceofany provisions under theContract, an equitable adjustment shall bemade in the Contract Price or delivery schedule,or both, and the Contract shall accordingly be amended.

Anyclaimsbythe Supplier for adjustment under this clause must be asserted within thirty (30)days from the date of the Supplier's receipt of the Procuring agency's change order.

- 18. Contract
  Amendments
- 19.1 Subject to GCC Clause 18, no variation in or modification of the termsoftheContractshallbemadeexceptbywritten amendment signed by the parties.
- 19. Assignment
- 20.1The Supplier shall not assign, in whole or in part, its obligations toperformunderthisContract, except with the Procuring agency's prior written consent.
- 20. Subcontracts
- 21.1The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid.Such notification, in the original bid or later, shall not relieve the Supplier from anyliability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 21. Delays in the Supplier's Performance
- 22.1 DeliveryoftheGoodsandperformanceofServicesshallbe madebytheSupplierinaccordancewiththetimeschedule prescribed bytheProcuringagencyintheScheduleof Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration andits cause(s).

  As soon as practicable after receipt of the Supplier's notice, the Procuring agencyshallevaluatethesituationandmayatitsdiscretion extendtheSupplier'stimeforperformance, withorwithout liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 ExceptasprovidedunderGCCClause25,adelaybythe Supplierintheperformanceofitsdeliveryobligationsshall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without theapplication of liquidated damages.
- 22. Liquidated
- 23.1Subject to GCC Clause 25, if the Supplier fails to deliver any or

#### Damages

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC.Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

# 23. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breachofContract,bywrittennoticeofdefaultsenttothe Supplier, may terminate this Contract in whole or in part:
  - (a) If the Supplier fails to deliver any or all of the Goods within theperiod(s)specifiedintheContract,orwithinany extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
  - (b) If the Supplier fails to perform any other obligation (s) under the Contract.
  - (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official intheprocurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices a tartificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In theevent the Procuringagency terminatestheContract in whole or inpart, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate,GoodsorServicessimilartothoseundelivered,

and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However,theSuppliershallcontinueperformanceofthe Contract to the extent not terminated.

# 24. Force Majeure

- 25.1Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the the action of the extention of the contraction of the co
- 25.2 For purposes of this clause, "Force Majeure" means an event beyondthecontroloftheSupplierandnotinvolvingthe Supplier's fault or negligence and not foreseeable. Such events mayinclude, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the causethereof. Unless otherwise directed by the Procuring agency in writing, the Suppliers hall continue to performits obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 25. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by givingwritten notice to the Supplier if the Supplier becomes bankrupt or insolvent.In otherwise this event. termination bewithoutcompensationtotheSupplier,providedthatsuch termination will notprejudice affect ٥r anv riaht of action ΩF remedywhichhasaccruedorwillaccruethereaftertothe Procuring agency.

# 26. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent towhichperformanceoftheSupplierundertheContractis terminated, and the date upon which suchterminationbecomes effective.
- 27.2 TheGoodsthatarecompleteandreadyforshipmentwithin thirty(30)daysaftertheSupplier'sreceiptofnoticeof termination shall beacceptedby the Procuring agency at the

Contractterms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

# 27. Resolution of Disputes

28.1 The Procuring agency and the Supplier shall make every effort to resolveamicablybydirectinformalnegotiation

anydisagreementordisputearisingbetweenthemunderorin connection with the Contract.

If, afterthirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

# 28. Governing Language

29.1 The Contract shall be written in the language specified in SCC.

Subject to GCC Clause 30, the version of the Contract written in thespecifiedlanguageshallgovernitsinterpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

#### 29. Applicable Law

30.1 The Contract shall be interpreted in accordance with the Federal and Sindh Provincial laws, unless otherwise specified in SCC.

#### 30. Notices

- 31.1Anynoticegivenbyonepartytotheotherpursuanttothis Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

# 31. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

# PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

# Evaluation Criteria

The Technical Bids Shall be Evaluat	ed on the basis of following parameters:
Evaluation Parameters	
Company / Firm / Individual Information	Brief
Required Field	
* No of Years in Business	02 marks for each year in business (Max 10)
* Annual Turnover in Millions	0.75 marks per million turnover (Max 15)
* NTN Registration Certificate	10 marks if firm has NTN Certificate
* Sales Tax Registration Certificate	10 marks if firm is registered with sales tax department
Technical Proposal * Specifications & Brochures	10 marks if the bidder provides complete details and specifications of items to be supplied for which he want to quote.
Financial Capabilities	i i i i i i i i i i i i i i i i i i i
Income Tax Annual Returns of 5 Years	02 marks on production of each year Tax paid Returns (Max 10)
Audited Financial Statements of 5 years	01marks on production of Financial Statement Report (Max 5)
Monthly Sales Tax Summaries of last 10 Months	1 marks on production of each month record (Max 10)
Relevant Field Experience	04 marks for each similar complexity assignment (documented proof) Max 5 assignment
Note: Firm must get 70% marks in Technical Evaluate	tion for qualifying as per above mentioned criteria

## SECTION I INVITATION FOR BIDS



## OFFICE OF THE DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD

No. DEO(PRY) \_\_\_\_\_\_)/

SBA dated:

Phone: 0214-9370162 Fax: 0244-9370450/159 Email: deop y.sba@gmail.com

#### **NOTICE INVITING BID/TENDER**

Procurement Committee **District Shaheed Benazirabad** invites sealed bids for two schemes "Construction / Addition of Class Rooms in Existing Primary schools of Taluka Sakrand & Nawabshah District SBA (08 Units) under Chief Minister's Directives (Revenue Component) ADP-1611 & Construction / Re-Construction & Rehabilitation of Integrated Elementary / Secondary Schools of District Shaheed Benazirabad (Revenue Component) under ADP No. 1358 of 2014-15. Bidding will be conducted under Single Stage Two Envelope procurement process and is open to all eligible bidders who meet the minimum eligibility criteria as stipulated in the bidding documents.

Tender ref.	Package Description	Quantity & Specifications	Bid Submissio n Date & time	Technical Bid opening date & Time	Financial Bid opening date & time
1611 & 1358	Furniture & Fixture	Refer bidding documents	12/05/2015 01:00 PM	12/05/2015 01:45 PM	14/05/2015 12:00 Noon

Bidding documents can be obtained from 20/4/2015 to 12/05/2015 on submission of a written application, upon payment of non-refundable fee of Rs. 2000/- (Two thousand) through bank draft / pay order drawn in favor of District Education Officer (Primary) Shaheed Benazirabad from the address given below from 09:00 am to 5:00 pm after the publication of Notice Inviting Tender till closing thereof.

Bid should be submitted at the Office of District Education Officer (Primary) Shaheed Benazirabad, at the address mentioned below, on or before the last date and time of bid submission. Received bids shall be opened at the same address on the bid opening date and time as mentioned above.

Bid Security of 2% of the bid price must be accompanied by **Financial Proposal** in sealed envelope in form of Pay Order/Bank Draft / Call Deposit from any Scheduled Bank in favor of District Education Officer (Primary) Shaheed Benazirabad.

Bid Security of 2% of the bid price must be accompanied by Financial Proposal in sealed

envelope in form of Pay Order/Bank Draft / Call Deposit from any Scheduled Bank in favor

of District Education Officer (Primary) Shaheed Benazirabad.

The sealed Bids must be delivered at the address below on or before 12/05/2015 at 01:00

F'M. Bids will be opened in presence of bidders' representatives who choose to attend at

01:45 PM on the same day.

Eids will be rejected if following conditions are met.

Conditional and telegraphic bids/tenders. (i)

(ii) Bids not accompanied by bid security of required amount and form.

(iii) Bids received after the specified date and time.

(iv) Bids of black listed firms.

All other terms & conditions shall remain the same.

The Procurement Committee reserves the right to accept or reject any tender or to enhance/

reduce the quantity prior to award of contract subject to the relevant provisions of SPPRA

Fules 2010. No bids shall be entertained after the last bid submission date and time as

mentioned above. The Tender Notice can also be downloaded from the SPPRA website:

www.pprasindh.gov.pk

All applicable Government Taxes shall apply.

District Education Officer (Primary)

Shaheed Benazirabad

Address: Khoja Garden Nawabshah

Phone: 0244-9370150, 9370156

Email: deopry.sba@gmail.com

DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD

## SECTION II BID DATA SHEET

#### **Bid Data Sheet**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

	Introduction
ITB 1.1	District Education Officer (Primary) Shaheed Benazirabad
ITB 1.1	Name of Contract/ Project.
	Procurement of two schemes "Construction / Addition of Class Rooms in Existing Primary schools of Taluka Sakrand & Nawabshah District SBA (08 Units) under Chief Minister's Directives (Revenue Component) ADP-1611 & Construction / Re-Construction & Rehabilitation of Integrated Elementary / Secondary Schools of District Shaheed Benazirabad (Revenue Component) under ADP No. 1358 of 2014-15.
ITB 4.1	District Education Officer (Primary) Shaheed Benazirabad, Education & Literacy Department, Government of Sindh.
ITB 8.1	Language of the bid. English

	Bid Price and Currency
ITB 11.2	The price quoted shall be Fixed along with DDP.
ITB 11.5	The price shall be fixed and will not be negotiated once finalized.

	Preparation and Submission of Bids
ITB 13.3 (d)	Qualification requirements as per criteria mentioned.
ITB 14.3 (b)	N/A
ITB 15.1	Amount of bid security.
	2% of Total Bid Price.
ITB 16.1	Bid validity period.
	60 (Sixty) Days
ITB 17.1	Number of copies. One Original along with one photocopy.
ITB 18.2 (a)	Office of the District Education Officer (Primary)Shaheed Benazirabad
ITB 18.2 (b)	IFB title and number.
ITB 19.1	Deadline for bid submission is 12/05/2015 at 01:00 PM
ITB 22.1	Time, date, and place for bid opening is 01:45 P.M on 12/05/2015 at the Office of District Education Officer (Primary)Shaheed Benazirabad.

Bid Evaluation				
ITB 25.3	Criteria for bid evaluation. As per criteria attached.			
ITB 25.4 (a)	One option only. N/A			
ITB 25.4 (b)	Delivery schedule. To be finalized by Regional Procurement Committee in consultation with District Inspection & Technical Committee.			
Option (i)	Relevant parameters in accordance with option selected: N/A			

	Or
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation,
Option (iii)	adjustment expressed as a percentage
ITB 25.4 (c) (ii)	Deviation in payment schedule. N/A
ITB 25.4 (d)	Cost of spare parts.
	N/A
iTB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.
	N/A
ITB 25.4 (f)	Operating and maintenance costs.
	Factors for calculation of the life cycle cost:
	<ul> <li>(i)number of years for life cycle [it is recommended that the life cycle periodshouldnotexceedtheusualperiodbeforeaplannedmajor overhaul of the goods]; N/A</li> <li>(ii) operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements]; N/A</li> <li>(iii) maintenance costs [e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs]; N/A and</li> <li>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. N/A</li> </ul>
	Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. [The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]
ITB 25.4 (g)	Performance and productivity of equipment.
	10% of the award contract price.
ITB 25.4 (h)	DetailsontheevaluationmethodorreferencetotheTechnical Specifications.
ITB 25,4 Alternative	Specify the evaluation factors. As mentioned evaluation criteria
	Contract Award
ITB 29.1	Percentage for quantity increase or decrease.
	15 %.

# SECTION III SPECIAL CONDITIONS OF CONTRACT

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#### **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

GCC 1.1 (h)—The Procuring agency's country is: GCC

1.1 (i)—The Supplier is:

#### Sample Provision

GCC 1.1 (j)—The Project Site is:[if applicable]

#### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section Vlofthebidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Procurement".

Government-Financed

#### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be:not exceeding 5% of the Contract Price

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

#### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The inspection would be performed by **District Technical and Inspection Committee**.

#### 5. Packing (GCC Clause 9)

#### Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

#### 6. Delivery and Documents (GCC Clause 10)

#### Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document.

TheSupplier shall mail the following documents to the Procuring agency:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original andtwocopiesoftheusualtransportdocument(forexample,a negotiablebilloflading,anon-negotiableseawaybill,aninlandwaterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document)whichthe buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each school-wise package;(iv)insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspectioncertificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

#### 7. Insurance (GCC Clause 11)

GCC 11.1— The Goods suppliedunderthe Contract shall be deliveredduty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

#### 8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: **N/A** 

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

#### 9. Warranty (GCC Clause 15)

#### Sample provision

GCC 15.2—In partial modifications	of the provisions, the warra	nty period shal	l be	
hours of operation or	months from date	of acceptanc	e of the	Goods or
monthsfrom the date of	shipment, whichever	occurs earl	ier. The	Supplier
shall,inaddition,complywiththeperfo	ormanceand/orconsumption	nguarantees		1,
specifiedundertheContract. If,for	rreasonsattributabletotheSi	upplier,these	guarantees	are not
attained in whole or in part, the Suj	pplier shall, at its discretior	ı, either:	-	

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Procuring agency with respect to the failure to meet thecontractualguarantees. The rate of the seliquidated damages shall be ().

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

#### 10. Payment (GCC Clause 16)

#### Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

#### Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) Advance Payment: There is no provision for any advance payments to suppliers under Nawabshah Package (Education) procurement.
- (ii) On Shipment: There is no provision for payments on shipment under Nawabshah Package (Education) procurement.

(iii)Hundred (100) percent of the Contract Price of Goods received shall be paid within the time period applicable as per the prescribed Government rules upon complete delivery of the supplies and submission of claim supported by the acceptance certificate issued by the Procuring agency declaringGoodshavebeendeliveredandthatallcontractedserviceshavebeen performed.

(v) The supplies shall be delivered by the vendor on award of contract. The payment will be made in accordance with the release of ADP 1358 & 1611 of 2014-2015.

#### 11. Prices (GCC Clause 17)

#### Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

[To be inserted only if price is subject to adjustment.]
N/A

#### 12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]NIA

#### 13. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall bereferredtoadjudicationor arbitrationin accordancewith the laws of the Procuring agency's country.

#### 14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be:

#### 15.Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

#### 16. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes:

—Supplier's address for notice purposes:

# SECTION IV SCHEDULE OF REQUIREMENTS

#### Schedule of Requirements

#### Delivery schedule and specifications:

The supplies shall be delivered by the vendor as per the instructions of District Education Officer (Priniary) Shaheed Benazirabad and District Technical and Inspection Committee. The items should be delivered in "Item wise" packages accompanied by the proper delivery challan and Goods Received Note (\_\_\_\_\_\_GRN) in prescribed format. Agreed delivery schedule is expressed as in terms of weeks / months below, which stipulates the date the delivery is required:

Sr. No.	Description	Quarter / Year	Agreed Delivery date /Schedule
1	District Education Officer (Primary) Shaheed Benazirabad	2014-15	Within 30 days from the date of Contract.

#### DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD

#### **FURNITURE & FIXTURE**

Item No.	Quantity	Description of Item	Unit	Total	Total No. of Packets	Remarks
1	1(0	Duel Desks Size 48"30"30" made Iron Pipe 1"x1", 18 guage, Seat height 17", desk height 29", seat plank 48"x10"x3/4", seat back rest 48" x 6"x3/4". Desk plank 48"x14"x3/4", shelf plank 42x7"x3/4", seasoned (Top seat and shelf plank back rest lamination free from all defective specially sap wood, safe and sound condition.	Nos.			The supplier will be required items packed in the office of District Education Officer (Primary) Shaheed Benazirabad
2	09	Chairs Frame Iron Pipe 1"x1", 18 Gauage, seat and back frame Talhi wood, with furnish with spirit polish, seat and back nylon neeting, safe and sound condition.	Nos.			
3	09	Tables Size 48"x24"x30" made of Solid Sheesham wood leg size 2"x2"(4 Nos) Frame patty 2"-1/2"x1-1/4" fppt rest 2-1/2" X1-1/4" with one drawers with handle, top 3/4" thick chip board with textured formica pasted with Germen White glue drawers front 7/8" thick solid sheesham wood drawers bottom %" thick lasani, (moisture 15% to 20%) straight grain and free from all defective specially sap wood with pure spirit polish.	Nos.			

# SECTION V TECHNICAL SPECIFICATIONS



# OFFICE OF THE DISTRICT EDUCATION OFFICER (PRIMARY) SHAHEED BENAZIRABAD

# List for Purchase of Items Under ADP 1611 & ADB 1358 for the Year 2014-15 Technical Specifications

#### **FURNITURE & FIXTURE**

Item No.	Description	Specification Offer	Accounting Unit
1	Duel Desks Size 48"30"30" made Iron Pipe 1"x1", 18 guage, Seat height 17", desk height 29", seat plank 48"x10"x3/4", seat back rest 48" x 6"x3/4". Desk plank 48"x14"x3/4", shelf plank 42x7"x3/4", seasoned (Top seat and shelf plank back rest lamination free from all defective specially sap wood, safe and sound condition.		
2	Chairs Frame Iron Pipe 1"x1", 18 Gauage, seat and back frame Tathi wood, with furnish with spirit polish, seat and back nylon neeting, safe and sound condition.		
3	Tables Size 48"x24"x30" made of Solid Sheesham wood leg size 2"x2"(4 Nos) Frame patty 2"-1/2"x1-1/4" fppt rest 2-1/2" X1-1/4" with one drawers with handle, top 3/4" thick chip board with textured formica pasted with Germen White glue drawers front 7/8" thick solid sheesham wood drawers bottom %" thick lasani, (moisture 15% to 20%) straight grain and free from all defective specially sap wood with pure spirit polish.		

## SECTION VI SAMPLE FORMS

## Sample Forms

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#### 1. Bid Form and Price Schedules

To,

The District Education Officer (Primary)
Shaheed Benazirabad
Khoja Garden Nawabshah, Shaheed Benazirabad], [Contact numbers 0244-9370162

Respected Sir/Madam

•		
the undersigned, offer to supple and in conformity with the said figures] or such other sums as herewith and made part of this. We undertake, if our B schedule specified in the Schedule specified in t	y and deliver	f which is hereby duly acknowledged, we, specified in n of Rs. [Total Bid amount in words and ance with the Schedule of Prices attached goods in accordance with the delivery uarantee of a bank in a sum equivalent to Contract, in the form prescribed by the
_ ·	Bidders, and it shall remain	from the date fixed for Bid opening under binding upon us and may be accepted at
acceptancethereofandyournotifi We understand that you a	cationofaward,shallconstitutea are not bound to accept the low ny, paid or to be paid by us to	l, this Bid, together with your written bindingContract between us. rest or any bid you may receive. agents relating to this Bid, and to contract
Name and address of bidder	Amount and Currency	Purpose ofCommissionor gratuity
(if none, state "none")		
Dated this	day of	20
[signature]		
[in the capacity of]		

Duly authorized to sign Bid for and on behalf of\_\_\_\_\_

## 2. Bid Security Form

Whe sup	ereas , ply of I	[name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated for the tems (under ADP 1358 & ADP 1611)(hereinafter called "the Bid").
offic Shah truly thes	e at [a reed Be to be e pres	L PEOPLE by these presents that we[name of bank] of [name of country], having our registered address of bank] (hereinafter called "the Bank"), are bound unto District Education Officer (Primary) anazirabad (hereinafter called "the Procuring agency") in the sum of for which payment well and made to the said Procuring agency, the Bank binds itself, its successors, and assigns by tents. Sealed with the Common Seal of the said Bank this
THE	CON	DITIONS of this obligation are:
1.	If the Forn	e Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid n; or
2.		Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the od of bid validity:
	(a) (b)	fails or refuses to execute the Contract Form, if required; or failsorrefusestofurnishtheperformancesecurity,inaccordancewiththe Instructions to Bidders;
dem the F	and,wi Produr	ake to pay to the Procuring agency up to the above amount upon receipt of its first written ithout the Procuring agency having to substantiate its demand, provided that in its demanding agency will note that the amount claimed by it is due to it, owing to the occurrence of one thetwo conditions, specifying the occurred condition or conditions.
		intee will remain in force up to and including twenty eight (28) days after the period of bid d any demand in respect thereof should reach the Bank not later than the above date.
[signate	ure of th	ne bank}

#### 3. Form of Contract

This Contract	t (hereinafter d	alled the "Contri	act") is mad	de on this_	day	of	betv	veen <u>(Na</u> i	me of
		nafter referred							
[name ofSupp	lier) of [city	andcountryofSu <u>r</u>	<i>plier</i> ) hav	ing its	registered	office a	at <i>[addre</i>	ess of	the
supr lier](he	ereinaftercalle	d"the Supplier	) of the	Second P	art (hereina	after refe	rred to in	dividual	ly as
"Part/" and	collectively as	the "Parties").							
WHEREAS	the Procurin	g agency invit	ted bids f	or procur	ement of g	goods, in	accorda	nce with	ı the
requirement	s of the biddi	ng document re	f no. <b>[bid</b>	documer	nt ref. num	<u>ber]</u> in pu	ursuance	where of	f M/s
[name of st	<i>upplier</i> ] being	the supplier of	f the said	goods in	Pakistan to	supply th	ne require	d items;	; and
whereas th	e Procuring	Agency has	accepted	the the	bid by th	e Suppli	er for th	e suppl	y of
Γ	Ĩ i	the sum of Pa	ak Rupees	Contract	price in word	is and figu	resi (here	inafter c	alled

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- InthisAgreementwordsandexpressionsshallhavethesamemeaningsasare respectively assigned to them in the General Conditions and Specific Conditions of this Contract hereinafter referred to as "Contract".
- 2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:-
- the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements;
- the Technical Specifications; (c)
- the General Conditions of Contract; (d)
- the Special Conditions of Contract: (e)
- the Procuring agency's Notification of Award; and
- the Contract (q)

"the Contract Price").

- In consideration of the payments to be made by the Procuring agency to the Supplier ashereinaftermentioned,theSupplierherebycovenantswiththeProcuringagencyto provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract
- The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of 4. the goods and services and the remedying of defects therein, the Contract Price 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.
- [The Supplier] hereby declares that it has not obtained or induced the procurement of any 5. Contract, right, interest, privilege or other obligation or benefit form Government of the Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Sindh) through any corrupt business practice.

6. [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 Government of the Sindh under any law, Contract or other instrument, be void able at the option of Government of the Sindh.

IN WITNESS Whereof the parties hereto have caused this Agreement to be executed at [write the add\_ress of DEO office] ("the place") in accordance with their respective laws and shall enter into force on the day and year first above mentioned.

For and on behalf of Education & Literacy Department, Govt. of Sindh, Karachi

District Education Officer (Primary), District Shaheed Benazirabad Education & Literacy Department, Govt. of Sindh.

For and on behalf of Supplier's Name

Authorised Personnel
Name & Designation
Supplier's Name and Stamp

## 4. Performance Security Form

To:[name of Procuring agency]
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of ContractNo. [referencenumberoffhecontract]dated
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as 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 firstwritten 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 guar- antee] as aforesaid, without your needing to prove or toshow grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until theday of20
Signature and seal of the Guarantors/bank
[name of bank or financial institution]
[address]
[date]

Note: It should be valid for a period equal to the warranty period. The contract will be signed/ issued after submission of this Performance Security.

### 5. Bank Guarantee for Advance Payment

To:[name of Procuring agency]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amendsClause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in theamount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to beperformed there under or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

#### Signature and seal of the Guarantors

[name of bank or fin	ancial institution]			
[address]		 		<del></del>
[date]	<del></del>	 	·	

## 6. Manufacturer's Authorization Form N/A

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: name of the Procuring agency]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No.[reference of the Invitation to Bid] for the above goods manufactured by us.

We herebyextendourfullguaranteeandwarrantyasperClause15oftheGeneral Conditions ofContract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by apperson competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## OFFICE OF THE DISTRICT EDUCATION OFFICER (PRIMARY)SHAHEED BENAZIRABAD

# <u>Under ADP 1611 & ADP 1358</u>

#### **FURNITURE & FIXTURE**

Sr. No.	Description	Estimated Quantity	Unit price	Total Price
1	Duel Desks Size 48"30"30" made Iron Pipe 1"x1", 18 guage, Seat height 17", desk height 29", seat plank 48"x10"x3/4", seat back rest 48" x 6"x3/4". Desk plank 48"x14"x3/4", shelf plank 42x7"x3/4", seasoned (Top seat and shelf plank back rest lamination free from all defective specially sap wood, safe and sound condition.	100		
2	Chairs  Frame Iron Pipe 1*x1*, 18 Gauage, seat and back frame Talhi wood, with furnish with spirit polish, seat and back nylon neeting, safe and sound condition.	9	<u> </u>	 
3	Tables Siz ∋ 48"x24"x30" made of Solid Sheesham wood leg size 2"x2"(4 Nos) Frame patty 2" /2"x1-1/4" fppt rest 2-1/2" X1-1/4" with one drawers with handle, top 3/4" thick chip board with textured formica pasted with Germen White glue drawers front 7/8" thick solid shoesham wood drawers bottom %" thick lasani, (moisture 15% to 20%) straight grain and free from all defective specially sap wood with pure spirit polish.	9		