

## Section-I Notice Inviting Bid/Tender

The procurement Committee of **Government Boys High School Old Wahdat Colony Taluka Qasimabad District Hyderabad Sindh**. Invites sealed tenders for utilization of School Specific Budget and one time Grant 2015-2016, as per single stage two envelope procurement process as under:

Tender Reference	Package Description	Quantity & Specification	Tender Submission Date & Time	Technical Bid Opening date & Time	Financial Bid Opening Date & Time.
SSB-475 SSB-478 SSB-476	In Class Material Spots Library & Laboratory	Refer Bidding Documents	30-04-2016	30-04-2016	01-05-2016
SSB-480	Stationery Items		12:00 Noon	01:30 PM	02:00 PM
OTG-09701	Furniture & Fixture				

All interested bidder should possess valid NTN numbers and Sales Tax Registration certificate along with three years work experience Bidding documents can be collected from the office of the Head Master Government Boys High School Old Wahdat Colony Taluka Qasimabad District Hyderabad Sindh. On any working day during office hours from 09-00 AM to 01-30 PM on payment of tender fee Rs.500-00, in words Rs. Five hundred only, along with a written request for issuance of bid / tender document.

Bids should be submitted at the Office of the Head Master Government Boys High school Old Wahdat Colony Taluka Qasimabad Distt Hyderabad Sindh, in the presence of Procurement Committee of the School and Bidders or his/her representatives, who intends to present on given time 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 from any Scheduled Bank in favour of the Head Master Government Boys High School Old Wahdat Colony Taluka Qasimabad District Hyderabad Sindh.

### Under the following conditions Bids will be rejected:


- (5) Conditional and telegraphic bids/tenders
- (6) Bids not accompanied with bid security of required amount and form.
- (7) Bids received after the specific date and time
- (8) Bids of Black Listed Firms and Companies.

In case of any unforeseen situation resulting in closure of on the date of opening or Government declares holiday the Tender shall be submitted / Opened on the next working day at the same time and venue. No Tender/Bid documents shall be issued on the date of opening of the Tender.

The undersigned reserve the right to accept or reject any tender or to enhance the quantity subject the relevant provisions of SPPRA Rules 2010. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice and tender documents can also be download from the websites on SPPRA ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) and amount of tender fee be attached with bid at the time of submission of bid in form of call deposit / Payee's Order / Demand Draft.

Note: All applicable Government Taxes apply.

Head Master- Government Boys High School Old Wahdat  
Colony Qasimabad Hyderabad  
Address: Opp Govt College of Technology Hyd  
Phone No.022-3870872  
Email:  
Cell No.0300-8375720

  
**Chairman Procurement Committee**  
Govt Boys High School Old Wahdat Colony  
Qasimabad Hyderabad  
**NOOR NABI KHOOIARO**  
**HEAD MASTER**  
GOVT. (B) H.S OLD WAHDAT COLONY  
QASIMABAD HYDERABAD

OFFICE OF THE HEAD MASTER Government Boys High School  
Old Wahdat Colony Qasimabad District Hyderabad

Procurement Plan (Non-Development)

Cost Center:- HY-6122

**Procurement of Goods**

No.	Fund Head & Sub Head	Name of Work and Breakup	Allocated Fund and breakup for Different location/sites	Items to Executed	Method of Procurement	Anticipated /Actual Date of Advertisement	Anticipated/Actual Date of Start	Anticipated/Actual Date of completion	Remarks
1	A03970-475	Inclass / & Supplies	1,98,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	15-05-2016	Procurement will be made to availability of funds
2	A03970-478	Library and Laboratory	2,06,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	15-05-2016	Procurement will be made to availability of funds
3	A03970-478	Sports	27,000-00	Mentioned in Bidding Documents	Quotation Method	14-04-2016	30-04-2016	10/5/2016	Procurement will be made to availability of funds
4	A03970-480	Stationery	1,09,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	15-05-2016	Procurement will be made to availability of funds
5	A039701	Furniture & Fixtures	3,00,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	15-05-2016	Procurement will be made to availability of funds
6	A-13301	Office Building	12,00,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	30-05-2016	Procurement will be made to availability of funds
7	A-03303	Electric Work	7,00,000-00	Mentioned in Bidding Documents	Single Stage Two Envelop Process	14-04-2016	30-04-2016	15-05-2016	Procurement will be made to availability of funds



NOOR NABI KHOOLIARO  
HEAD MASTER  
GOVT. BHS OLD WADAT COLONY



SINDH EDUCATION &  
LITERACY DEPARTMENT



Government of Sindh  
Education and Literacy Department  
Karachi, dated 24<sup>th</sup> November, 2015

**NOTIFICATION**

No. SO(G-III) E&L/SSB/FW/01/12: In pursuance of Rule-7 of the Sindh Public Procurement Rules, 2010 (amended 2013), a Procurement Committee for goods comprising of following officers for School Specific Budget is hereby notified as under:

S.No.	Procurement Committee	Placement in committee
1	Principal/Senior Head Master/Headmistress of the concerned school	Chairman
2	Assistant Engineer Works and Services Department, concerned District	Member
3	Senior Teacher of the concerned school	Member/Secretary

Terms of Reference:

- (1) Preparing bidding documents
- (2) Carrying out technical as well as financial evaluation of the bids
- (3) Preparing evaluation report as provided in SPPRA Rule 45
- (4) Perform any other function ancillary and incidental to the above

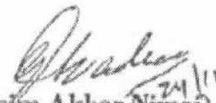
-SECRETARY TO GOVERNMENT OF SINDH-

No. SO(G-III) E&L/SSB/FW/01/12

Karachi, dated the 24<sup>th</sup> November, 2015

A copy is forwarded for information and necessary action to:

1. The Director Schools Education (Elementary, Secondary & Higher Secondary), Region concerned.
2. The District Education Officer- (Elementary, Secondary & Higher Secondary), concerned.
3. The Deputy District Education Officer, (Elementary, Secondary & Higher Secondary), Concerned.
4. Taluka Education officer (Elementary, Secondary & Higher Secondary), (Male & Female) concerned.
5. All Member of Committee.
7. Office Order File.
8. Office copy.
9. Official Website.

  
(Syed Qasim Akbar Nimai)  
Section Officer (G-III)



GOVERNMENT OF SINDH  
EDUCATION & LITERACY DEPARTMENT  
Karachi Dated 24<sup>th</sup> November, 2015

**NOTIFICATION**

**NO.SO(G-III)/SSB/CRC/RSU/2013-14:** In pursuance of Rule-31 of the Sindh Public Procurement Rules,2010 and in accordance with Guidelines for Procurement of goods & furniture under School Specific Budget, Second Sindh Education Reform Program (SERP-II), a Complaint Redressal Committee comprising of following officers is constituted as under to resolve complaints of aggrieved bidders with following ToRs:-

- |  |                  |
|--|------------------|
| 1. Director Schools Education, concerned   | Chairman         |
| 2. District Education Officer (Primary), Concerned Region/ District                              | Member/Secretary |
| 3. A representative from Accountant General Sindh/ District Accounts Office, Concerned           | Member           |
| 4. An independent professional from the relevant field to be nominated by the Director concerned | Member           |

**ToRs**

- To perform according to Rules-31 of SPPRA, 2010;
- Perform any other function ancillary and incidental to above.

-SECRETARY TO GOVT. OF SINDH-

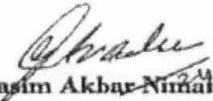
NO.SO(G-III)/SSB/CRC/RSU/2013-14:

Karachi, dated 24<sup>th</sup> November, 2015

Copy is forwarded for information & necessary action to:-

- The Accountant General Sindh, Karachi/District Accounts Office, concerned (All).
- The Chairman/ Members of the committee
- The Chief Program Manager, Reform Support Unit, Education & Literacy Department, Govt. of Sindh
- Master File



  
(Syed Qasim Akbar Nirmal)  
Section Officer (G-III)

**OFFICE OF THE HEAD MASTER GBHS OLD WAHDAT COLONY  
QASIMABAD HYDERABAD**

No. HM/GBHS/OWC/40/2015-16

HYD

Date: 11-04-2016

To,

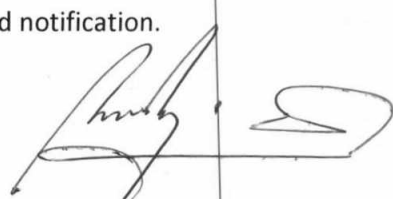
The District Education Officer  
Elementary Secondary & H/Sec  
Hyderabad

**Subject: Formation Of Procurement Committee For Utilization Of School Specific Budget (Non-Salary) and One Time Grant For The Year 2015-16**

In pursuance to the Education & Literacy Department, Govt. Of Sindh Karachi's Notification No , SO (G-III) E&L / SSB/FW-011/12, Dated:24-11-2015, the following procurement Committee for the utilization of SSB and One Time Grant of **GBHS Old Wahdat Colony** for the year 2015-16 has been formatted and finalized as under:

Sr.No	Name	Committee Member	Designation
1	Mr Noor Nabi Khooharo	Head Master / DDO	Chairman
2		Assistant Engineer Works And Services Department Qasimabad	Member
3	Munir Ahmed	Senior Teacher	Member / Secretary

The functions and TORs of the Committee are mentioned in the above referred notification.

  
Head Master  
GBHS Old Wahdat Colony  
Qasimabad Hyderabad  
**NOOR NABI KHOOHARO**  
**HEAD MASTER**  
GOVT. (B) H.S OLD WAHDAT COLONY  
QASIMABAD HYDERABAD

**PART TWO-**  
**PROCUREMENT SPECIFIC PROVISION**

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SECTION V.	TECHNICAL SPECIFICATIONS
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	<u>SAMPLE FORMS</u>

1. Bid Form and Price Schedules
2. Bid Security Form
3. Contract Form
4. Performance Security Form
5. Bank Guarantee for Advance Payment
6. Manufacturer's Authorization Form

SECTION VII.

**ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND  
SERVICES IN BANK-FINANCED PROCUREMENT**

## Section-IV Schedule of Requirements

### Delivery schedule and specifications:

The supplies shall be delivered by the vendor as per the instructions of the Head Master and District Technical and Inspection Committee. The items should be delivered in packages wise accompanied by the proper delivery challan and Goods Received Note (SSB GRN) in prescribed format. Agreed delivery schedule is expressed as in terms of weeks / months below, which stipulates the date the delivery is required:

### Inclass Material & Supplies

Description and Specification	Quantity	Agreed delivery schedule
White Board	8	20 days after signing of contract
Projector Including Screen	1	
Drawing Paper RIM	4	
Markers Removable for white board pkts	100	
Wall Clock	10	
Grammar Chart in Panaflex	2	
Human Respiratory System Chart in Panaflex	2	
Periodic Table of Elements Chart in Panaflex	2	
Physics Definition Chart in Panaflex	2	
Biology Definition Chart in Panaflex	2	
Punctuation Chart in Panaflex	2	
Geometry Chart in Panaflex	2	
Normal Fraction Chart in Panaflex	2	
Decimal Fraction Chart in Panaflex	2	
Paramacium Chart in Panaflex	2	
Sindhi Peoms Charts in Panaflex	2	
Arabic Verses Chart in Panaflex	2	
Brush for Drawing (SeT)	2	
Water Colour Boxes Large	2	
Drawing Sheet 20x30	8	
Duster	60	
ENERGY SEVER	60	
CHALK Cartoon	6	
Alphabetical chart	6	
Chart of vegetable	4	
Chart of body part	2	
Tape Solution PKT	4	

**Stationery Items**

<b>Description and Specification</b>	<b>Quantity</b>	<b>Agreed delivery schedule</b>
White Papers Reems 80gms A4	15	20 days after signing of contract
White Papers Reems 80gms LEGAL	5	
Main Register 300 PAGES	20	
Ball Point Pens BLUE Pkt	20	
Ball Point Pens BLACK Pkt	100	
Ball Point Pens RED Pkt	500	
CORRECTION / WHITE PEN	100	
Examination Report	2	
File covers Pakka	4	
Folder Roll	60	
Eraser book	24	
Students Attendance Register	100	
Highlighter PER	10	
Board Marker Ink Pkt	50	
Colour Papers pkt	10	
Colour Cards	5	
Envelopes 9x4 pkt of 100	10	
Envelopes 11x5 pkt of 100	8	
stapler Large Size		
staplers Standard Size	20	
stapler Pins pkt	20	
Punch Machine	20	
PENCIL HB	5	



**Section V. Technical Specifications**

**School In-Class Material Items  
Under SSB for the Year 2015-16  
Technical Specifications**

S. N o	DESCRIPTION	SPECIFICATI ON OFFERED	ACCOUNTING UNIT
	<b>SCHOOL IN-CLASS MATERIAL ITEMS</b>		
1	White Board Size: 4 X 6 ft, made of MDF 16mm thick with U Shape Channel aluminium angle frame with hanging hook		
2	Projector Including Screen (Epson New Model) Screen Size 60 x 60" Panaflex with Tripod Stand Imported		
3	Drawing Paper Ream 80gm, A2 (420*594)Local Quality		
4	Marker Removable (White Board Marker) Standard size		
5	Wall Clock (Digital) 10" x 12" Operated in AA Batteries(Toshiba OR Equivalent)		
6	Grammar Chart inPeneflex made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
7	Human Respiratory System Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
8	Periodic Table of Elements Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
9	Physics Defination Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
10	Biology Defination charts Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
11	Punctuation Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
12	eometry Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
13	Normal Fraction Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
14	Decimal Fraction Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
15	Paramecium Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
16	Sindhi Poem Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
17	Arabic Verses Chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		
18	Brush for Drawing (Set)		
19	Water Colour Boxes Large Drawing Sheet (Local Quality)		
20	Duster Wood Piece with Carpet Size 2" x 6"		
21	Energy Sever		

S.No	DESCRIPTION	SPECIFICATI ON OFFERED	ACCOUNTING UNIT
22	Chalk Cartoon		
23	Alphabetical Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
24	Chart of Vegetables made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
25	Chart of Body Parts made of Panaflex Size 20 x 30" with two Wooden Rod and		
26	Hanging Hooks Tape Solution Pkt		

**Section V. Technical Specifications**

**School Stationary Items  
Under SSB for the Year 2015-16  
Technical Specifications**

S.No	DESCRIPTION	SPECIFICATIO N OFFERED	ACCOUNTING UNIT
<b>SCHOOL STATIONARY ITEMS</b>			
1	White Paper Reams (Regular A4) Paper Size: 210 X 297 mm / 8.3 X 11.7" Paper Grammage: 70 GSM Paper Color: White		
2	White Paper Reams (Regular Legal) Paper Size: 210 X 297 mm / 8.3 X 11.7" Paper Grammage: 70 GSM Paper Color: White		
3	Plain Register 300 pages (8*13)Hard Band,68 Gms,		
4	Ball Pen (Blue) Piano/Picasso/Equivalent Retractable Ball Point • Fine Point In Silver Body Color With Needle • Extra smooth glide • Low Viscosity Ink Formula • Medium 0.7mm tip gives line width of 0.4mm • Non-refillable • Pocket Clip		
5	Ball Pen (Black) Piano/Picasso/Equivalent Retractable Ball Point • Fine Point In Silver Body Color With Needle • Extra smooth glide • Low Viscosity Ink Formula • Medium 0.7mm tip gives line width of 0.4mm • Non-refillable • Pocket Clip		
6	Ball Pen (Red) Piano/Picasso/Equivalent Retractable Ball Point • Fine Point In Silver Body Color With Needle • Extra smooth glide • Low Viscosity Ink Formula • Medium 0.7mm tip gives line width of 0.4mm • Non-refillable • Pocket Clip		
7	Correction / Whito Pen		
8	Examination Report		
9	File PakkaMuster Roll (Attendance Register Teachers) 50 pages (8*12)Hard board 68 Gms		
11	Cash Book 100 pages		
12	Attendance Register Students 100 pages (8*12)Hard board 68 Gms		
13	Red Highlighters Pelikan / Dollar/Equivalent Material: Poly propylene (PP) Nib Size: 5mm Nib Width: Medium		
14	Board Marker Ink: Liquid ink, Water based Refillable: Yes Features: Xylene and toluene (Non-toxic, Odorless) free, cap can be off for up to 4 hours before it will dry out.		
15	Colour paper Pkt		
16	Colour Cards		
17	Envelope 9×4 pkt of 100		
18	Envelope 11×5 pkt of 100		
19	Stapler Large Size		
20	Stapler Standard Size		
21	Stapler Pins (Packets) Dollor or equivalent 24/6 X1000 Type: Normal Stapler Stapler pin color: Silver Staple size: 24/6 & 24/6 Wire Gauge: 24 G Wire Thickness: 0.34mm Wire Material: Metal Staple Leg Length: 6.00 mm Crown Length: 12.7 mm Crown width: 0.68 mm 22 holes) Material: Metal & plastic Product size: 1.5x8.7x7cm Hole Diameter: 6mm 2 Holes distance: 80mm (center to center) Performance: 20 sheets of 80 GSM		
23	Pencils Deer /HP / or equivalent Each Packet have 10		

S.No	DESCRIPTION	SPECIFICATIO N OFFERED	ACCOUNTING UNIT
24	Pencil Lead Diameter: 2 mm Pencil Grade: HB Barrel Material: Wood Grip Type: Ergonomic Features: Break Resistant		
	Pencils Deer /2B / or equivalent Each Packet have 10		
25	Pencil Lead Diameter: 2 mm Pencil Grade: HB Barrel		
26	Material: Wood Grip Type: Ergonomic Features: Break		
27	Resistant		
28	File Kacha		
29	Glue Stick Small		
	Glue Stick Large		
	Glue Bottle Small Adhesive Type: Stick • small size. Color		
	Dried: Clear • Color on Application: Clear • Features: •		
	The washable, non-toxic, acid-free formulation and		
	archival safe • Handy twist-up • Screw cap prevents it		
	drying out applicator		
30	Glue Bottle Large Adhesive Type: Stick • small size. Color		
	Dried: Clear • Color on Application: Clear • Features: •		
	The washable, non-toxic, acid-free formulation and		
	archival safe • Handy twist-up • Screw cap prevents it		
	drying out applicator		
31	White Sheets Per		
32	Register 300 Pages (8*13),Hard bond,68 gms		
33	White Board Marker Black pkt		
34	White Board Marker Blue pkt		
35	White Board Marker Red pkt		
	Rubber Pkt		

**Section V. Technical Specifications**

**Furniture & Fixture Items  
Under SSB for the Year 2015-16  
Technical Specifications**

<b>S.NO</b>	<b>Description</b>	<b>Specification Order</b>	<b>Account Unit</b>
	<b>Furniture &amp; Fixture Items</b>		
1	Student's Desk Wooden Support 6 inch, sitting 10 inch, Pad 10 inch, Shelf 10 inch, Block 8 inch, High Sitting 18 inch, High pad 30 inch, high support 30 inch, length 39 inch,		

## BID DATA SHEET

The following specific data for the goods to be procured, shall complement, Supplement, or amend the provisions in the Instructions of 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}*

<b>INTRODUCTION</b>	
ITB-1.1	Head Master Government Boys High School Old Wahdat Colony Qasimabad District Hyderabad
ITB-1.1	<b><u>NAME OF CONTRACT PROJECT:</u></b> Procurement of School: Inclass Material & Supplies, Stationery, Furniture & Fixture Electric work Mixture items for the Government Boys High School Old Wahdat Colony Qasimabad District Hyderabad
ITB-3.1	Head Master Government Boys High School Old Wahdat Colony Qasimabad District Hyderabad Education & Literacy Department Government of Sindh.
ITB-7.1	Language of the Bid <b>English</b>
<b>BID PRICE AND CURRENCY</b>	
ITB-10.B	The price quoted shall be Fixed along with DDP.
ITB-10.D	The price shall be fixed and will not be negotiated once finalized.
<b>PREPARATION AND SUBMISSION OF BIDS.</b>	
ITB-11.2	Qualification requirements as per criteria mentioned.
ITB-12.2	N/A
ITB-13.1	Amount of Bid Security =2% of Total Bid Price.
ITB-14.1	Bid validity period 60 (sixty) days.
ITB-146	Number of copies. One Original along with one photocopy
ITB-15.2a	Office of the Head Master Govt Boys High School Old Wahdat Colony Qasimabad Hyderabad.
ITB-15.2b	ITB title and number
ITB-16	Deadline for bid submission is 20-04-2016 at 01:00 P.M
<b>BID EVALUATION</b>	
ITB-16.b	Criteria for bid evolution. As per criteria attached.
<b>CONTRACT AWARD</b>	
ITB-29.1	Percentage for quantity increase or decrease 15%

**ATTACHMENT CRITERIA FOR BID EVOLUTION**

Sr. No.	Description	Detailing	Weightage
I	<b>TECHNICAL SPECIFICATION &amp; EXPERIENCE</b>		
A	Specification & Brochures	Y	10
B	Supplies of Similar tasks completed in last 3 years	5 marks if less than 3 years	10
C	Supplies of similar tasks in hand	Y	10
2	<b>FINANCIAL POSITION</b>		
A	Available Bank Credit Line 0.5 million	5 Marks if less than 0.2.5 million	10
B	Registration with Federal Board of Revenue	Y	10
C	Litigation History where decision went against the Firm	N	10
D	Blacklisting from any Agency	N	10
E	Active Tax payer	Y	15
F	Registration with Sales tax dept.	Y	15
<b>TOTAL</b>			<b>100</b>

## SECTION III. SPECIAL CONDITIONS OF CONTRACT

### Table of Clauses

1. DEFINITIONS (GCC CLAUSE1)
2. COUNTRY OF ORIGIN (GCC CLAUSE3)
3. PERFORMANCE SECURITY (GCC CLAUSE7)
4. INSPECTIONS AND TESTS (GCC CLAUSE8)
5. PACKING (GCC CLAUSE9)
6. DELIVERY AND DOCUMENTS (GCC CLAUSE10)
7. INSURANCE (GCC CLAUSE11)
8. INCIDENTAL SERVICES (GCC CLAUSE13)
9. WARRANTY (GCC CLAUSE15)
10. PAYMENT (GCC CLAUSE 16)
11. PRICES (GCC CLAUSE17)
12. LIQUIDATED DAMAGES (GCC CLAUSE23)
13. RESOLUTION OF DISPUTES (GCC CLAUSE28)
14. GOVERNING LANGUAGE (GCC CLAUSE29)
15. APPLICABLE LAW
16. NOTICES (GCC CLAUSE31)



## 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 VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 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. The Supplier 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 and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea way bill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the 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) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

**Insurance (GCC Clause 11)**

7.

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's 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 modification of the provisions, the warranty period shall be            hours of operation or            months from date of acceptance of the Goods or months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, 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 the contractual guarantees. The rate of these liquidated 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

School Specific Budget procurement.

- (ii) **On Shipment:** There is no provision for payments on shipment under School Specific Budget procurement.
- (i) 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 declaring Goods have been delivered and that all contracted services have been performed.
- (v) The supplies shall be delivered by the vendor on the quarterly basis. The payment in respect of the quarterly delivery shall be made in accordance with the quarterly release of the School Specific Budget funds to the Education Department.

#### **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.]N/A*

#### **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 be referred to adjudication or arbitration in accordance with 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:

**Bid Form and Price Schedules**

Date: \_\_\_\_\_  
Bid Reference No: \_\_\_\_\_

To: Head Master  
Government Boys High School Old Wahdat  
Colony Qasimabad Hyderabad

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby Duly acknowledged, we, the undersigned, offer to supply and deliver In-Class Material Stationary and Furniture & Fixture Sports, Library and Laboratory Items specified in and in conformity with the said

Bidding Documents for the sum of Rs. [Total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and 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 will obtain an unconditional guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of 45 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder	Amount and Currency	Purpose of Commission or 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

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid **dated** \_\_\_\_\_ for the supply of School In-Class Material, Stationary and Furniture & Fixture (under SSB 2015-16) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our

Registered office at [*address of bank*] (hereinafter called "the Bank"), are bound unto HM.

GHS Moro Town (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its First written demand, without the Procuring agency having to substantiate its demand, Provided that in its demand the Procuring agency will note that the amount claimed by It is due to it, owing to the occurrence of one or both of the two conditions, specifying The occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_

[Signature of the bank]

### 3. Form of Contract

This Contract (hereinafter called the "Contract") is made on this \_\_\_\_\_ day of \_\_\_\_\_ between [Name of procuring Agency] (hereinafter referred to as "the Procuring agency") of the First Part;

And M/s [name of Supplier] of [city and country of Supplier] having its registered office at [address of the supplier](here in after called "the Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring agency invited bids for procurement of goods, in accordance with the requirements of the bidding document ref no. [bid document ref. number], in pursuance where of M/s [name of supplier] being the supplier of the said goods in Pakistan to supply the required items; and whereas the Procuring Agency has accepted the bid by the Supplier for the supply of School In-Class Material Items, Stationery & Furniture & Fixture items Sports, Library and Laboratory in the sum of Pak Rupees [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are 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:- (a) the Bid Form and the Price Schedule submitted by the Bidder:

- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Procuring agency's Notification of Award; and
- (g) The Contract

3. In consideration of the payments to be made by the Procuring agency to the Supplier as here in after mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of 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.

5. [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 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 voidable at the option of Government of the Sindh.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed at GBHS Old Wahdat Colony Qasimabad Hyderabad ("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.

Government Boys High School Old Wahdat Colony Qasimabad Hyderabad  
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 Contract No. *[Reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ [description of goods and services] to supply (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 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 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

\_\_\_\_\_  
[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 amends Clause 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 the amount 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 be performed 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

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[Name of bank or financial institution]

---

[Address]

---

[Date]

## 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 here by extend our full guarantee and warranty as per Clause15 of the General Conditions of Contract. For the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

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



## **BIDDING DOCUMENTS**

**Procurement of**

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**SCHOOL SPECIFIC BUDGET & ONE TIME GRANT**

**2015-2016**

**FOR GBHS OLD WAHDAT COLONY QASIMABAD HYD**

District: **HYDERABAD** Region: **HYDERABAD**

For

**EDUCATION & LITERACY DEPARTMENT, GOVERNMENT OF SINDH**

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**Dated: 14th. April 2016**

**GOVERNMENT HIGH SCHOOL OLD WAHDAT COLOONY TALUKA  
QASIMABAD HYDERABAD .**

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**SECTION I.**  
**INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

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## PART-I SECTION I. INSTRUCTIONS TO BIDDERS

(Note: (These *Instructions to Bidders (IB)* along with *bidding Data* will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring agency has received provincial government funds towards the utilization for School Specific Budget 2015-16 under World Bank's Sindh Education Reform Project (SERP-II) it is intended that the proceeds of these funds will be applied to eligible payments under the contract for which these bidding documents are issued.

##### 1.2 Source of Funds

Payment by the Fund 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 Federal Government/ 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.

#### IB.2 Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 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

#### IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

<b>B. BIDDING DOCUMENTS</b>
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**IB.4 Contents of Bidding Documents**

- 4.1 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. Contract Form

**IB.5 Clarification of Bidding Documents**

- 5.1 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.

**IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

<b>C. PREPARATION OF BIDS</b>
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**IB.7 Language of Bid**

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid**

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (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 14 that 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.

**IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

- a) The 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.
- b) 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.
- c) 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.
- d) 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.

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, 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.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.5 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.6 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.7 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the

signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialled and official seal be affixed by the person or persons signing the bid.

- 14.8 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

#### **IB. 15 Deadlines for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

#### E. BID OPENING, EVALUATION & CLARIFICATION

#### **IB. 16. Bid Opening, Evaluation & Clarification**

##### **A- Bid Opening**

Opening of the bids shall take place by the Procurement Committee in following two stages;

##### **(i) Envelope-I (Qualification Documents along with Technical Proposal)**

- a. Prior to open the financial bid of the bidders/suppliers, Envelop-1(i-e Qualification Documents along with Technical Proposals) shall be opened by the Procurement Agency
- b. Qualification Documents along with Technical Proposals shall be evaluated by the Committee, for the purpose in accordance to the specified criteria.

##### **(ii) Envelop-II (Financial Proposal)**

- a. Only the Bids (Financial Proposals) of the Qualified and Technically

accepted/responsive as a result 16.B.a & 16.B.b including withdrawals, substitution and modifications made pursuant to Clause IB.21, will be opened publically by the Procurement Committee in the presence of Bidder/Suppliers representatives who choose to attend, at the time, date and location stipulated in the **Bid Data Sheet**. The Bidder/Suppliers representatives who are present shall sign attendance sheet evidencing their attendance.

- b. marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- c. The Bidder/Supplier's name, total Bid Price, any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procurement Committee may consider appropriate, will be announced by the Procurement Committee at the opening of bids.
- d. Employer/Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 22.5.
- e. Financial Proposals shall be evaluated in detail by the Committee

**B- Evaluation of bids**

Procurement Agency shall evaluate the bids, in following manner;

- a. To determine the eligibility of the bidder for participation in the bidding, the Agency will verify the bidder in accordance to the instructions specified under clause IB-2. The Qualification Documents along with Technical Proposals of only eligible bidders shall be evaluated further.
- b. Qualification of the bidders shall be determined in accordance to criteria set herein below from the documents submitted by the bidders, prescribed in IB-11. Bidder scoring 50% and above marks shall be declared as pass. Criteria for qualification of bidders/ suppliers shall be;

S.NO	Category	Weightage / Marks
1	Technical Specification & Experience	30
2	Financial Position	70
Total	100	

Further detailed criteria for each category shall be mentioned in **bid data sheet and a detailed attachment an annexure of evaluation of bid**;

- c. Technical Proposals of the qualified bidders shall be placed for evaluation. For this purpose, the Brochures, Catalogues, Printed Literatures, and other Supporting Documents etc. submitted by the bidders shall be compared with the data in Technical Features/Criteria/specifications as envisaged in the bidding documents. It is expected that No major deviation/ stipulation shall be taken by the bidders; otherwise the proposal shall be rejected.
- d. Financial proposal of only Eligible, Qualified and Technically Responsive bidders duly opened by the Procurement Agency shall be placed for evaluation by following steps mentioned here in below;
  - i. Required sureties have been furnished,
  - ii. The documents have been properly signed,
  - iii. The Bid is valid till required period,
  - iv. The Bid prices are currency of contract,
  - v. Completion period offered is within specified limits,

vi. The Bids are generally in order.

e. **A bid will not be considered, if;**

- i. it is unsigned,
  - ii. its validity is less than specified, or correction for the same is not accepted by the bidders as per IB-14
  - iii. it indicates that Bid prices do not include the amount of income tax or others or shall be added/considered by the evaluation committee,
  - iv. it is not accompanied with bid security,
  - v. it is received after the deadline for submission of bids,
  - vi. it is submitted through fax, telex, telegram or email,
  - vii. it indicates that prices quoted are not firm during currency of the contract
- whereas the bidders are required to quote fixed price(s),
- viii. the bidder refuses to accept arithmetic correction,
  - ix. The submitted bid is conditional,
  - x.

f. **Detailed evaluation of financial bids.**

- i. Responsive unconditional bids shall be placed for evaluation and price adjustment, as;

**Correction of arithmetic errors;**

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices, the amount stated in the Form of Bid will be corrected by the Employer/Purchaser in accordance with the Corrected Bill of Quantities. Similarly in case of discrepancy between bidder's Quotation on his letter pad and rates quoted in bid document BoQ/ Schedule requirement lowest one shall be considered. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

C. **Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Employer/Purchaser may, at his discretion, ask any Bidder/Supplier for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.

**IB.17 Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to Bidder/Suppliers or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidder/Suppliers will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder/Supplier to influence the Employer/Purchaser's processing of bids or award decisions may result in the rejection of such Bidder/Supplier's bid. Whereas any Bidder/Supplier feeling aggrieved may lodge a written complaint to complaint Redressal committee (CRC) as per terms and conditions mentioned in SPP Rules 31 & 32.

However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F.

**AWARD OF CONTRACT**

**IB.18. Post Qualification**

**18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:**

**Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.**

**18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.**

**IB.19 Award Criteria & Procuring Agency's Right**

**19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.**

**19.2 Notwithstanding IB.19.1, 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 award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).**

**IB.20 Notification of Award & Signing of Contract Agreement**

**20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).**

**20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under**

the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

#### **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

**PART-I SECTION II**

**GENERAL CONDITIONS OF THE CONTRACT**

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## GENERAL CONDITIONS OF THE CONTRACT

### 1. **Definitions;**

- a. In this Contract, the following terms shall be interpreted as indicated:
- b. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
- c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d. "The Goods" means all of the goods, supplies and equipment and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- e. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- f. "GCC" means the General Conditions of Contract contained in this section.
- g. "SCC" means the Special Conditions of Contract.
- h. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- i. "The Procuring agency's country" is the country named in SCC.
- j. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- k. "The Project Site," where applicable, means the place or places named in SCC.
- l. "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 Goods were mined, grown, or produced, or from which the Services are supplied. 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 no applicable standard is mentioned, to the authoritative 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 Supplier shall not, without the Procuring agency'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 Procuring agency 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 as far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall 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 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring 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's accounts 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-party claims of infringement of patent, trade mark, 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 Bidder shall 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 under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests**

- 8.1 The Procuring agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the 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 drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the 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 Supplier shall 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 shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take in to consideration, 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 shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10.

***Delivery and Documents***

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of 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***

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is sellers' responsibility.

12.

***Transportation***

- 12.1 The Supplier is required under the Contract 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 any or all of the 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) Goods;
  - e) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14.

***Spare Parts***

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - b. In the event of termination of production of the spare parts:
    - 1. Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
    - 2. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested

15.

***Warranty***

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by 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, or any 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 port or place of loading in the source

- country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in 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 the defective Goods or parts thereof, without costs to the 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.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall 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 fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

**17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services Performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

**18. Change Orders**

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

**19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

- 21.1 The 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 any liability or obligation under the Contract. Subcontracts must

comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of 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 and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency 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 amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall 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 the application of liquidated damages

**23. Liquidated damages**

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or 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.

**24. Termination for Default**

- 24.1 The Procuring agency, 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 of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or If the Supplier fails to perform any other obligation(s) under the Contract.
- b) 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 in the procurement 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 at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

- 25.1 Notwithstanding 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 extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, war so revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 In the event a Force Majeure situation occurs, the Supplier shall promptly notify the Procuring agency in writing

of such condition and the cause there of. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its 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.

26.

#### **Termination for Insolvency**

- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27.

#### **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 to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that is complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms 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.

28.

#### **Resolution of Disputes**

- 28.1 The Procuring agency 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.
- 28.2 If, after thirty (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.

29.

**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 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 the same language.

30.

**Applicable Law**

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

31.

**Notices**

- 31.1 Any notice given by one party to the other pursuant to this 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.

32.

**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 PROVISION

**INVITATION FOR BID**  
**BID DATA**

- **SPECIAL CONDITIOIN OF CONTRACT**
  
- **SCHEDULE OF REQUIREMENT**
  
- **TECHNICAL SPECIFICATION**
  
- **SAMPLE FORM**
  
- **ELIGIBILITY**