**OFFICE OF THE HEAD MASTER GBPS JHALI KALWARI TALUKA LAKHI**



**Bidding Documents**

*Procurement of School* ***Library & Laboratory*** *items*

*Under School Specific Budget 2015-16*

*For GBPS JHALI KALWARI (High Priority School) Taluka LAKHI*

***(SEMIS Code: 414030110) Cost Centre: SI-5034***

***Taluka LAKHI District Shikarpur***

**For**

**Education & Literacy Department, Government of Sindh**

Office of Head Master, Govt. Boys Primary School JHALI KALWARI |

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**Instructionsto Bidders**

**A. Introduction**

**1. Sourceof**

**Funds**

1.1 The Procuring agency has received provincialgovernmentfunds towards the utilization for School Specific Budget 2014-15 under World Bank’s Sindh Education Reform Project (SERP-II)itisintendedthat the proceedsof these funds willbeappliedtoeligiblepaymentsunderthe contractfor whichthese biddingdocumentsare issued.

1.2 Paymentbythe department willbemadeonlyattherequestofthe ProcuringagencyanduponapprovalbytheGovernmentof Sindh.,andin caseofaproject willbe subjectinallrespecttothe termsandconditionsoftheagreement. TheProjectAgreement prohibitsawithdrawalfromthe allocated fundaccountforthe purposeofanypaymenttopersonsorentities,orforanyimport ofgoods,ifsuchpaymentorimport,totheknowledge of the SindhGovernmentis prohibitedbya decision of the United Nations Security Council taken under ChapterVIIoftheCharteroftheUnitedNations. Nopartyother 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 ThisInvitationforBidsisopentoallsuppliersfromeligible source asdefinedintheSPPRA Rules2010anditsBidding Documentsexceptasprovided hereinafter.

2.2 Biddersshouldnotbeassociated,orhavebeenassociatedinthe past, directlyorindirectly,withafirmoranyofitsaffiliates whichhavebeenengagedbytheProcuringagencytoprovide consulting services for the preparation of the design, specifications, and other documents to be used for the procurementof thegoodstobepurchasedunderthisInvitation for Bids.

2.3 Government-owned enterprisesin theProvinceof Sindh may participateonly if they are legallyand financially autonomous,if they operateunder commerciallaw, and if they are nota dependentagency of theGovernmentof Sindh.

2.4 Biddersshallnotbeeligibleto bid ifthey areunder a declaration

ofineligibility for corruptand fraudulentpracticesissued bythe any governmentorganizationinaccordance withsub clause34.1

**3. EligibleGoods and Services**

3.1 Allgoodsandrelatedservicestobesuppliedunderthecontract shallhavetheiroriginineligiblesourcecountries,definedinthe SPPRA Rules, 2010 and its Bidding Documents ,andall expenditures made underthecontract willbelimited tosuch goodsand services.

3.2 Forpurposesofthisclause,“origin”meanstheplacewherethe goodsare mined,grown,orproduced,ortheplacefromwhich therelatedservicesare supplied. Goodsareproducedwhen, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product resultsthatissubstantiallydifferentinbasiccharacteristicsorin purpose or utilityfrom itscomponents.

3.3 Theoriginofgoodsandservicesisdistinctfromthenationality of theBidder.

**4. Cost of**

**Bidding**

4.1 TheBiddershallbearallcostsassociatedwiththepreparation andsubmissionofitsbid,andtheProcuringagencynamedinthe BidData Sheet,hereinafterreferredto as “the Procuringagency,” willinnocaseberesponsibleorliableforthosecosts,regardless of theconductor outcomeof the biddingprocess.

**B.The Bidding Documents**

**5. Content of Bidding Documents**

5.1 thebiddingdocumentsinclude:

(a) Instructionsto Bidders(ITB) (b) BidData Sheet

(c) GeneralConditionsof Contract(GCC) (d) SpecialConditionsof Contract(SCC) (e) Scheduleof Requirements

(f) TechnicalSpecifications

(g) BidFormand PriceSchedules

(h) BidSecurity Form

(i) ContractForm

(j) PerformanceSecurity Form

(k) Manufacturer’sAuthorizationForm

5.2 TheBidderisexpectedtoexamineallinstructions,forms,terms, andspecificationsinthebiddingdocuments. Failuretofurnish allinformationrequiredbythebiddingdocumentsortosubmita bid not substantially responsive to the bidding documents in everyrespectwillbeattheBidder’sriskandmayresultinthe

rejectionof itsbid.

**6. Clarificationof Bidding Documents**

6.1 AinterestedBidderrequiringanyclarification ofthebidding documentsmaynotify theProcuring agencyinwriting. The Procuring agency will respond in writing to any request for clarificationofthebiddingdocumentswhichitreceivesnolater thanthreeworkingdayspriortothedeadlineforthesubmission ofbidsprescribedintheBidDataSheet. Writtencopiesofthe Procuringagency’s response(including an explanation ofthe querybutwithoutidentifyingthesourceofinquiry)willbesent to all interested bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 Atanytimepriortothedeadlineforsubmissionofbids,the Procuringagency,foranyreason,whetheratitsowninitiativeor inresponsetoa clarificationrequestedbyainterestedBidder, may modify thebidding documentsbyamendment.

7.2 Allinterestedbiddersthathavereceivedthebiddingdocuments willbenotifiedoftheamendmentinwriting,andwillbebinding on them.

7.3 In orderto allowinterestedbiddersreasonabletimeinwhichto takethe amendmentintoaccountin preparingtheirbids, the Procuring agency,at itsdiscretion,mayextend thedeadlinefor the submissionof bids.

**C. Preparationof Bids**

**8. Language of**

**Bid**

8.1 Thebid preparedby the Bidder,as wellasallcorrespondence and documentsrelatingtothe bidexchangedby the Bidderand the Procuringagency shallbe writteninthe language specifiedin the BidData Sheet. Supporting documentsand printedliterature furnished bytheBidder maybe in anotherlanguageprovided

they areaccompaniedby an accuratetranslationof therelevant passagesin the languagespecifiedin theBid Data Sheet,in whichcase, for purposesof interpretationof theBid, the translationshallgovern.

**9. Documents Comprising the Bid**

9.1 ThebidpreparedbytheBiddershallcomprisethefollowing components:

(a) aBidFormandaPriceSchedulecompletedinaccordance withITB Clauses10, 11, and 12;

(b) documentaryevidenceestablishedinaccordancewithITB

Clause13thattheBidderiseligibletobidandisqualified toperform thecontractifitsbid isaccepted;

(c) documentaryevidenceestablishedinaccordancewithITB Clause 14 that the goods and ancillary services to be suppliedbytheBidderareeligiblegoodsandservicesand conformto thebidding documents;and

(d) bidsecurity furnishedin accordancewith ITB Clause15.

**10.Bid Form** 10.1 TheBiddershallcomplete theBidFormandtheappropriate Price Schedulefurnishedinthebiddingdocuments,indicating thegoodstobesupplied,abriefdescriptionofthegoods,their country of origin,quantity,andprices.

**11.Bid Prices** 11.1 TheBidder shallindicateon the appropriatePriceSchedulethe unitprices(whereapplicable)and totalbid priceof thegoodsit proposesto supply under thecontract.

11.2Pricesindicatedon thePrice Schedule shallbe deliveredduty paid(DDP) prices. Thepriceof other (incidental)services,if any,listed inthe BidData Sheet willbeenteredseparately.

11.3TheBidder’sseparationofpricecomponentsinaccordancewith ITB Clause 11.2 above will be solely for the purpose of facilitatingthecomparisonofbidsbytheProcuringagencyand willnotinanywaylimittheProcuringagency’srighttocontract on any of thetermsoffered.

11.5Pricesquoted bytheBidder shallbe fixedduring theBidder’s performanceof thecontractand notsubjectto variationon any account,unlessotherwise specifiedinthe BidData Sheet. Abid submittedwith anadjustablepricequotationwillbe treatedas nonresponsiveand willbe rejected,pursuant to ITBClause 24. If, however,in accordancewith theBid DataSheet,prices

quotedbytheBiddershallbe subject toadjustmentduringthe performanceof thecontract,a bidsubmittedwith afixed price quotationwillnotbe rejected,but thepriceadjustment would be treatedaszero.

**12.Bid Currencies** 12.1 PricesshallbequotedinPakRupeesunlessotherwisespecified in theBid DataSheet.

**13.Documents Establishing Bidder’s Eligibilityand**

**Qualification**13.1PursuanttoITBClause9,theBiddershallfurnish,aspartofits

bid,documentsestablishingtheBidder’seligibilitytobidandits

qualificationsto performthe contractif itsbidisaccepted.

13.2 ThedocumentaryevidenceoftheBidder’seligibilitytobidshall establishto theProcuringagency’ssatisfactionthatthe Bidder,at thetimeofsubmissionofitsbid,isfromaneligiblecountryas definedunder ITB Clause2.

13.3The documentaryevidence of the Bidder’s qualifications to performthe contractifitsbidisacceptedshallestablishtothe Procuring agency’ssatisfaction:

(a) that,inthecaseofaBidderofferingtosupplygoodsunder the contract which the Bidder did not manufacture or otherwiseproduce,theBidderhasbeendulyauthorizedby thegoods’Manufacturerorproducertosupplythegoodsin theProcuring agency’scountry;

(b) thattheBidderhasthefinancial,technical,andproduction capability necessary to performthe contract;

(c) that,inthecaseofaBiddernotdoingbusinesswithinthe Procuring agency’scountry, theBidderisorwillbe(if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier’s maintenance, repair,andspare parts-stockingobligations prescribedintheConditionsofContract and/orTechnical Specifications;and

(d) thattheBiddermeetsthequalificationcriterialistedinthe

BidData Sheet.

**14.Documents Establishing Goods’ Eligibilityand Conformity to Bidding Documents**

14.1PursuanttoITBClause9,theBiddershallfurnish,aspartofits bid,documentsestablishingtheeligibilityandconformitytothe bidding documentsofallgoodsandserviceswhichtheBidder proposestosupply under thecontract.

14.2Thedocumentaryevidenceoftheeligibilityofthegoodsand servicesshallconsistofastatementinthePriceScheduleofthe countryoforiginofthegoodsandservicesofferedwhichshall be confirmed byacertificate of origin issued atthe time of shipment.

14.3The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature,drawings, and data,and shallconsistof:

(a) adetailed description of the essential technical and

Performancecharacteristicsof the goods;

(b) alistgivingfullparticulars,includingavailablesourcesand current pricesofspareparts,specialtools,etc.,necessary fortheproperandcontinuingfunctioningofthegoodsfora period tobespecified in the BidDataSheet, following commencementoftheuseofthe goodsbytheProcuring agency;and

(c) an item-by-item commentary on the Procuring agency’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications,orastatementofdeviationsandexceptions tothe provisionsof theTechnicalSpecifications.

14.4ForpurposesofthecommentarytobefurnishedpursuanttoITB Clause 14.3(c)above,theBiddershallnotethatstandardsfor workmanship,material,andequipment,aswellasreferencesto brandnamesorcataloguenumbersdesignatedbytheProcuring agency in its Technical Specifications, are intended to be descriptiveonlyandnotrestrictive. TheBiddermaysubstitute alternativestandards,brandnames,and/orcataloguenumbersin itsbid,providedthatitdemonstratestotheProcuring agency’ssatisfactionthatthesubstitutionsensuresubstantialequivalence to those designatedinthe TechnicalSpecifications.

**15.Bid Security** 15.1 PursuanttoITBClause9,theBiddershallfurnish,aspartofits bid, a bidsecurity in the amount specifiedinthe BidData Sheet.

15.2The bid security is required to protect the Procuring agency againstthe riskofBidder’sconductwhichwouldwarrantthe security’sforfeiture,pursuantto ITB Clause15.7.

15.3ThebidsecurityshallbeinPak.Rupeesandshallbeinoneof the followingforms:

(a) abankguaranteeoranirrevocableletterofcreditissuedby areputablebanklocatedintheProcuringagency’scountry, intheformprovidedinthebiddingdocumentsoranother formacceptabletotheProcuringagencyandvalidfor thirty (30) daysbeyondthevalidityof the bid;or

(b) Irrevocableencashableon-demandBank call-deposit.

15.4AnybidnotsecuredinaccordancewithITBClauses15.1and

15.3willberejectedbytheProcuringagencyasnonresponsive, pursuantto ITBClause 24.

15.5Unsuccessfulbidders’bidsecuritywillbedischargedorreturned aspromptly aspossiblebutnotlaterthanthirty(30)daysafter theexpirationofthe periodofbidvalidityprescribedbythe Procuring agency pursuant to ITBClause 16.

15.6ThesuccessfulBidder’sbidsecuritywillbedischargeduponthe Bidder signing the contract, pursuant to ITB Clause 32, and furnishing theperformance security,pursuant to ITBClause 33.

15.7Thebid security maybe forfeited:

(a) if a Bidder withdraws its bid during the period of bid validityspecifiedby theBidder on theBid Form;or

(b) inthe caseof a successfulBidder,if the Bidderfails:

(i) tosignthecontractinaccordancewithITBClause

32;

**or**

(ii) tofurnishperformancesecurityinaccordancewith

ITBClause 33.

**16.Periodof Validityof Bids**

16.1BidsshallremainvalidfortheperiodspecifiedintheBidData SheetafterthedateofbidopeningprescribedbytheProcuring agency,pursuantto ITBClause19. Abidvalidforashorter period shall be rejected by the Procuring agency as nonresponsive.

16.2Inexceptionalcircumstances,theProcuringagencymaysolicit theBidder’s consenttoanextensionoftheperiodofvalidity. Therequestandtheresponsestheretoshallbemadeinwriting.Thebidsecurityprovided underITBClause15shallalsobe suitably extended. ABidder may refuse therequestwithout forfeitingitsbidsecurity. ABiddergrantingtherequestwillnot berequirednorpermittedtomodifyitsbid,exceptasprovidedin the biddingdocument.

**17.Format and**

**Signing of Bid**

17.1TheBiddershallprepareanoriginalandthenumberofcopiesof thebid indicatedintheBidDataSheet,clearlymarkingeach “**ORIGINALBID**”and“**COPYOFBID**,”asappropriate. Inthe event of anydiscrepancy between them, the original shall govern.

17.2Theoriginalandthecopyorcopiesofthebidshallbetypedor writtenin indelibleinkandshallbesignedbytheBidderora

person or persons duly authorized to bind the Bidder to the contract. All pagesofthebid,exceptforun-amendedprinted literature,shallbeinitialedbythepersonorpersonssigningthe bid.

17.3Any interlineations,erasures,or overwritingshallbevalidonly if they areinitialed bytheperson or persons signing thebid.

17.4TheBiddershallfurnishinformationasdescribedintheFormof Bidon commissionsorgratuities,ifany,paidortobepaidto agentsrelatingtothisBid,andtocontractexecutioniftheBidder isawardedthe contract.

**D. Submission ofBids**

**18.Sealingand Marking of Bids**

18.1TheBiddershallsealtheoriginalandeachcopyofthebidin separateenvelopes,dulymarkingtheenvelopesas“**ORIGINAL**” and“**COPY**.” The envelopesshallthenbesealedinanouter envelope.

18.2Theinner andouter envelopesshall:

(a) beaddressedtotheProcuringagencyattheaddressgiven inthe BidDataSheet;and

(b) beartheProjectnameindicatedintheBidDataSheet,the InvitationforBids(IFB)titleandnumberindicatedinthe Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time andthe date specifiedinthe BidData Sheet,pursuantto ITBClause 2.2.

18.3Theinnerenvelopesshallalsoindicatethenameandaddressof theBiddertoenablethebidtobereturnedunopenedincaseitis declared“late”.

18.4If theouter envelopeisnotsealedand markedasrequired byITB Clause18.2,theProcuringagencywillassumenoresponsibility for the bid’smisplacementor prematureopening.

**19.Deadlinefor Submission of Bids**

19.1BidsmustbereceivedbytheProcuringagencyattheaddress specifiedunderITBClause18.2nolaterthanthetimeanddate specifiedin theBid DataSheet.

19.2TheProcuringagencymay,atitsdiscretion,extendthisdeadline for the submissionof bidsbyamendingthe biddingdocumentsin accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subjecttothedeadlinewillthereafterbesubjecttothedeadline asextended.

**20.LateBids** 20.1 AnybidreceivedbytheProcuringagencyafterthedeadlinefor submissionofbidsprescribedbytheProcuringagencypursuant toITBClause19willberejectedandreturnedunopenedtothe Bidder.

**21.Modification and Withdrawalof Bids**

21.1The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, includingsubstitutionor withdrawalofthebids,isreceivedby the Procuring agency prior to the deadline prescribed for submissionof bids.

21.2The Bidder’s modification or withdrawal notice shall be prepared,sealed,marked,anddispatchedinaccordancewiththe provisionsofITB Clause18. byasignedconfirmationcopy, postmarkednot laterthanthe deadlinefor submissionof bids.

21.3Nobidmaybemodifiedafterthedeadlineforsubmissionof bids.

21.4Nobidmaybewithdrawnintheintervalbetweenthedeadline for submissionofbidsandtheexpirationoftheperiodofbid validityspecifiedbytheBidderontheBidForm. Withdrawalof abidduringthisintervalmayresultintheBidder’sforfeitureof itsbid security,pursuantto the ITBClause 15.7.

**E.Opening and Evaluation of Bids**

**22.Opening of Bidsby the Procuring agency**

22.1The Procuring agency will open all bids in the presence of bidders’representativeswhochoosetoattend,atthetime,onthe date, andatthe placespecified intheBidDataSheet. The bidders’ representatives whoare present shall sign aregister evidencingtheirattendance.

22.2The bidders’ names, bid modifications or withdrawals, bid prices, discounts,andthepresenceorabsenceofrequisitebid securityandsuch otherdetailsastheProcuringagency,atits discretion,mayconsider appropriate,willbeannouncedatthe opening. Nobidshallberejectedatbidopening,exceptforlate bids,whichshallbereturnedunopenedtotheBidderpursuantto ITBClause 20.

22.3Bids(andmodificationssentpursuanttoITBClause21.2)that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawnbidswillbereturnedunopenedtothe bidders.

22.4TheProcuring agency willprepare minutesof thebid opening.

**23.Clarificationof**

**Bids**

23.1Duringevaluationofthebids,theProcuringagencymay,atits discretion, asktheBidder fora clarification ofits bid. The requestforclarificationandtheresponseshallbeinwriting,and nochangeinthepricesorsubstanceofthebidshallbesought, offered,or permitted.

**24.Preliminary**

**Examination**

24.1The Procuring agency will examine the bids to determine whether they arecomplete, whether anycomputational errors havebeenmade,whetherrequiredsuretieshavebeenfurnished, whetherthedocumentshavebeenproperlysigned,andwhether thebidsare generallyin order.

24.2Arithmeticalerrorswillberectifiedonthefollowingbasis. If thereisadiscrepancybetweentheunitpriceandthetotalprice thatisobtainedby multiplyingtheunitpriceandquantity,the unitpriceshallprevail,andthetotalpriceshallbecorrected. If theSupplierdoesnotacceptthecorrectionoftheerrors,itsbid willberejected,anditsbidsecuritymaybeforfeited. Ifthereis adiscrepancybetweenwordsandfigures,theamountinwords willprevail.

24.3The Procuring agency maywaive any minor informality, nonconformity,orirregularityinabidwhichdoesnotconstitute amaterialdeviation,providedsuchwaiverdoesnotprejudiceor affecttherelativeranking of any Bidder.

24.4Priortothedetailedevaluation,pursuanttoITBClause25the Procuring agencywilldeterminethesubstantialresponsiveness ofeachbidtothe biddingdocuments. Forpurposesofthese Clauses,asubstantiallyresponsivebidisonewhichconformsto allthetermsandconditionsofthe biddingdocumentswithout material deviations. Deviations from, or objections or reservationstocriticalprovisions,**suchas**thoseconcerningBid Security(ITBClause15),ApplicableLaw(GCCClause30),and TaxesandDuties(GCCClause32), willbedeemedtobea materialdeviation. TheProcuringagency’s determinationofa bid’sresponsivenessistobebasedonthecontentsof thebid itselfwithoutrecourse toextrinsicevidence.

24.5Ifabidisnotsubstantiallyresponsive,itwillberejectedbythe Procuringagencyandmaynotsubsequentlybemaderesponsive bytheBidder bycorrectionof the nonconformity.

**25.Evaluation and Comparison of Bids**

25.1TheProcuringagencywillevaluateandcomparethebidswhich havebeendeterminedtobesubstantiallyresponsive,pursuantto ITBClause 24.

25.2 TheProcuringagency’sevaluationofabidwillbeondelivered dutypaid (DDP)priceinclusiveofprevailingdutiesandwill excludeanyallowanceforpriceadjustmentduringtheperiodof executionof the contract,if providedin thebid.

25.3The Procuring agency’s evaluation of a bid will take into account,in additiontothebidpricequotedinaccordancewith ITB Clause 11.2, one or more of the following factors as specifiedintheBidDataSheet,and quantifiedinITBClause

25.4:

(a) incidentalcosts

(b) deliveryscheduleofferedin thebid;

(c) deviationsinpaymentschedulefromthatspecifiedinthe

SpecialConditionsof Contract;

(d) thecostof components,mandatory spare parts,and service; (e) the availabilityProcuringagencyofsparepartsandafter-

sales servicesfor the equipmentoffered inthe bid;

(f) theprojectedoperatingandmaintenancecostsduringthe lifeof theequipment;

(g) theperformanceandproductivityoftheequipmentoffered;

and/or

(h) other specificcriteria indicated in the Bid Data Sheet and/orin theTechnicalSpecifications.

25.4ForfactorsretainedintheBidDataSheetpursuanttoITB25.3, one ormore of the following quantification methods will be applied,asdetailedin theBid DataSheet:

(a) Incidentalcostsprovidedbythebidderwillbeaddedby

Procuringagencytothedelivereddutypaid(DDP)priceat

thefinaldestination. (b) *Delivery schedule.*

(i) TheProcuringagencyrequiresthatthegoodsunder theInvitationforBidsshallbedeliveredatthetime specifiedintheScheduleofRequirementswhichwill betreatedasthebase,adelivery“adjustment”willbe calculated for bids by applying a percentage, specifiedintheBidDataSheet,oftheDDPpricefor eachweekofdelaybeyondthebase,andthiswillbe addedtothebidpriceforevaluation. Nocreditshall begiven to early delivery.

**or**

(ii) Thegoodscoveredunderthisinvitationarerequired tobedelivered(shipped)withinanacceptablerange ofweeks specifiedintheScheduleofRequirement. Nocreditwillbegiventoearlierdeliveries,andbids offeringdeliverybeyondthisrangewillbetreatedas nonresponsive. Within thisacceptable range, an adjustment perweek,asspecified in the BidData Sheet,willbeaddedforevaluationtothebidpriceof bidsofferingdeliverieslaterthantheearliestdelivery periodspecifiedin theScheduleof Requirements.

**or**

(iii) Thegoodscoveredunderthisinvitationarerequired tobe deliveredinpartialshipments,asspecifiedin the Schedule of Requirements. Bids offering deliveriesearlierorlaterthanthespecifieddeliveries willbeadjustedintheevaluationbyaddingtothebid priceafactor equaltoapercentage,specifiedinthe BidDataSheet,ofDDPpriceperweekofvariation fromthe specifieddelivery schedule.

(c) *Deviationinpaymentschedule.*

(i) Bidders shallstate their bid price for the payment scheduleoutlinedintheSCC. Bidswillbeevaluated onthebasisofthisbaseprice. Biddersare,however, permittedto stateanalternativepaymentscheduleand indicatethereductioninbidpricetheywishtooffer forsuchalternativepaymentschedule. TheProcuring agency may consider the alternative payment scheduleofferedby the selectedBidder.

**or**

(ii) TheSCCstipulatesthepaymentscheduleofferedby

the Procuringagency. If abid deviates from the schedule and if such deviation is considered acceptabletotheProcuringagency,thebidwillbe evaluatedby calculatinginterestearnedfor anyearlier paymentsinvolvedinthetermsoutlinedinthebidas comparedwiththose stipulatedinthisinvitation,at therateper annumspecifiedin theBid Data Sheet.

(e) *Performanceand productivityofthe equipment.*

(i) Bidders shallstate the guaranteed performance or efficiencyinresponsetotheTechnicalSpecification. Foreachdropintheperformanceorefficiencybelow the norm of 100, an adjustment for an amount specifiedintheBidDataSheetwillbeaddedtothe bid price, representing the capitalized cost of additionaloperatingcosts overthelifeoftheplant, using the methodology specified in the Bid Data Sheetor in theTechnicalSpecifications.

**or**

(ii) Goods offeredshall have a minimum productivity specified under the relevant provision in the TechnicalSpecificationstobeconsideredresponsive. Evaluationshallbebasedonthecostperunitofthe actual productivityofgoodsofferedinthebid,and adjustmentwill beaddedtothebidpriceusingthe methodologyspecifiedintheBidDataSheetorinthe TechnicalSpecifications.

(f) *SpecificadditionalcriteriaindicatedintheBidDataSheet and/orinthe TechnicalSpecifications.*

TherelevantevaluationmethodshallbedetailedintheBid

DataSheetand/orin theTechnicalSpecifications.

**Alternative** 25.4 MeritPointSystem:

Thefollowingmeritpointsystemforweighingevaluationfactors canbeappliedifnoneoftheevaluationmethodslistedin25.4 abovehasbeenretainedintheBidDataSheet. Thenumberof pointsallocatedtoeachfactorshallbespecifiedintheBidData Sheet.

**26.Contacting the Procuring agency**

26.1SubjecttoITBClause23,noBiddershallcontacttheProcuring agencyonanymatterrelatingtoitsbid,fromthetimeofthebid openingtothetimethecontractisawarded.IftheBidderwishes tobringadditionalinformationto thenoticeoftheProcuring agency,itshoulddo so inwriting.

26.2AnyeffortbyaBiddertoinfluencetheProcuringagencyinits decisionson bidevaluation,bidcomparison,orcontractaward mayresult inthe rejectionof theBidder’sbid.

**F. Award of Contract**

**27.Post- qualification**

27.1In the absence of prequalification, the Procuring agency will determinetoitssatisfactionwhethertheBidderthatisselectedas havingsubmittedthelowestevaluatedresponsivebidisqualified to perform the contract satisfactorily, in accordance with the criterialisted inITB Clause13.3.

27.2ThedeterminationwilltakeintoaccounttheBidder’sfinancial, technical,andproductioncapabilities. Itwillbebaseduponan examination ofthe documentary evidence of the Bidder’s qualificationssubmittedbythe Bidder,pursuanttoITBClause

13.3,aswellassuchotherinformationastheProcuringagency deemsnecessary and appropriate.

27.3Anaffirmativedeterminationwillbeaprerequisiteforawardof thecontracttotheBidder. Anegativedeterminationwillresult inrejectionofthe Bidder’sbid,inwhicheventtheProcuring agencywillproceedtothenextlowestevaluatedbidtomakea similar determination of that Bidder’s capabilities to perform satisfactorily.

**28.Award**

**Criteria**

28.1SubjecttoITBClause30,theProcuringagencywillawardthe contracttothesuccessfulBidderwhosebidhasbeendetermined tobesubstantiallyresponsiveandhasbeendeterminedtobethe lowest evaluated bid, provided further that the Bidder is

determinedto be qualifiedto performthe contractsatisfactorily.

**29.Procuring agency’s Right to Vary Quantitiesat Time ofAward**

29.1TheProcuringagencyreservestherightatthetimeofcontract awardtoincreaseordecrease,bythepercentageindicatedinthe BidDataSheet,the quantityofgoodsandservicesoriginally specifiedintheScheduleofRequirementswithoutanychangein unitpriceor othertermsandconditions.

**30.Procuring agency’s Right to Accept any Bid and to Rejectany or AllBids**

30.1TheProcuring agency reservestheright toacceptor rejectany bid, and toannul thebiddingprocessandrejectallbidsatany timeprior tocontractaward, withoutthereby incurringany liability to theaffectedBidderor biddersor anyobligationto inform theaffectedBidderor biddersof thegroundsfor the Procuring agency’saction.

**31.Notificationof**

**Award**

31.1Priortotheexpirationoftheperiodofbidvalidity,theProcuring agencywillnotifythesuccessfulBidderinwritingbyregistered letterorbycable,tobeconfirmedinwritingbyregisteredletter, thatitsbid hasbeenaccepted.

31.2Thenotificationofawardwillconstitutetheformationofthe

Contract.

31.3Upon thesuccessfulBidder’sfurnishing of theperformance security pursuantto ITB Clause33, theProcuringagency will promptlynotify eachunsuccessfulBidderand willdischargeits bid security,pursuant toITB Clause 15.

**32.Signing of**

**Contract**

32.1AtthesametimeastheProcuringagencynotifiesthesuccessful Bidderthatitsbidhasbeenaccepted,theProcuringagencywill send theBidder the Contract Form provided in the bidding documents,incorporatingallagreementsbetweentheparties.

32.2Within thirty (30) days of receipt of the Contract Form, the successfulBiddershallsignanddatethecontractandreturnitto the Procuringagency.

**33Performance**

**Security**

33.1Withintwenty(20)daysofthereceiptofnotificationofaward fromthe Procuringagency,thesuccessfulBiddershallfurnish theperformance securityinaccordancewiththeConditionsof Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2FailureofthesuccessfulBiddertocomplywiththerequirement ofITBClause32orITBClause33.1shallconstitutesufficient groundsfortheannulmentoftheawardandforfeitureofthebid

security, inwhicheventtheProcuringagencymaymakethe award to thenext lowestevaluatedBidderor callfor newbids.

**34.Corrupt or Fraudulent Practices**

34.1The Government of Sindh requires that Procuring agency’s (including beneficiaries ofdonor agencies’ loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement andexecutionofsuchcontracts. Inpursuanceof thispolicy,theSPPRA, inaccordancewiththeSPPAct,2009 and Rulesmadethereunder:

(a) defines,for the purposesof thisprovision,the termsset forthbelowasfollows:

(i) “corrupt practice” means the offering, giving, receivingorsolicitingofanythingof valuetoinfluencetheactionofapublicofficial in the procurement process or in contract execution;and

(ii) “fraudulent practice” means a misrepresentationof factsinordertoinfluencea procurement process or the execution of a contract to the detriment of the Procuring agency,and includescollusivepracticeamong Bidders (prior to or after bid submission) designedtoestablishbidpricesatartificialnon- competitivelevelsandtodeprivetheProcuring agency of the benefits of free and open competition;

(b) willrejectaproposalforawardifitdetermines thattheBidderrecommendedforawardhasengagedin corrupt or fraudulent practices in competing for the contractin question;

(c) willdeclareafirmineligible,eitherindefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulentpracticesincompetingfor,orinexecuting,a Government-financedcontract.

34.2Furthermore,Bidders shallbe awareof the provisionstated in sub-clause5.4 and sub-clause24.1 of the GeneralConditionsof Contract.

**Part One - Section II. General Conditions of Contract**

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**GeneralConditionsofContract**

**1. Definitions** 1.1 In thisContract, the following terms shall be interpreted as indicated:

(a) “TheContract”meanstheagreemententeredintobetween theProcuringagencyandtheSupplier,asrecordedinthe Contract Form signed by the parties, including all attachments and appendicesthereto and all documents incorporatedby referencetherein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performanceof itscontractualobligations.

(c) “The Goods” means all of the goods, supplies and equipment and/or othermaterials whichthe Supplier isrequired to supply tothe Procuringagency underthe Contract.

(d) “TheServices”meansthoseservicesancillarytothesupply oftheGoods,suchastransportationandinsurance,andany other incidental services, such as installation, commissioning, provisionoftechnicalassistance,training, andothersuchobligations oftheSuppliercoveredunder theContract.

(e) “GCC” means the General Conditions of Contract containedin this section.

(f) “SCC”meanstheSpecialConditionsof Contract.

(g) “TheProcuringagency”meanstheorganizationpurchasing the Goods, asnamedin SCC.

(h) “TheProcuringagency’scountry”isthecountrynamedin

SCC.

(i) “TheSupplier”meanstheindividualorfirmsupplyingthe

Goodsand ServicesunderthisContract.

(j) “TheProjectSite,”whereapplicable,meanstheplaceor placesnamedin SCC.

(k) “Day”meanscalendarday.

**2. Application** 2.1 TheseGeneralConditionsshallapplytotheextentthattheyare

notsupersededby provisionsof other partsof the Contract.

**3. Countryof**

**Origin**

3.1 AllGoodsandServicessuppliedundertheContractshallhave theirorigininthecountriesandterritorieseligibleundertherules and`further elaboratedin theSCC.

3.2 ForpurposesofthisClause,“origin”meanstheplacewherethe Goods were mined, grown, or produced, or from which the Services are supplied. Goodsare producedwhen, through manufacturing,processing,orsubstantialandmajorassemblyof components,acommerciallyrecognizednewproductresultsthat issubstantiallydifferentinbasiccharacteristicsorinpurposeor utilityfrom itscomponents.

3.3 TheoriginofGoodsandServicesisdistinctfromthenationality of theSupplier.

**4. Technical**

**Specification** 4.1 TheGoodssuppliedunderthisContractshallconformtothe standardsmentionedintheTechnicalSpecifications,and,when no applicable standard is mentioned, to the authoritative standardsappropriate tothe Goods’countryoforigin. Such standards shallbe thelatestissued by theconcernedinstitution.

**5. Use of Contract Documents and Information;**

**Inspectionand Auditbythe Government**

5.1 The Supplier shall not, without the Procuring agency’s prior writtenconsent,disclosetheContract,oranyprovisionthereof, or any specification, plan, drawing, pattern, sample, or informationfurnishedbyoronbehalfoftheProcuringagencyin connection therewith, to any person other than a person employedbythe SupplierintheperformanceoftheContract. Disclosure to any such employed person shall be made in confidenceandshallextendonlysofarasmaybenecessaryfor purposesof 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 performingtheContract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agencyandshallbereturned(allcopies)totheProcuringagency oncompletionoftheSupplier’sperformanceundertheContract ifso required bytheProcuringagency.

5.4 TheSuppliershallpermittheProcuringagencytoinspectthe Supplier’s accountsandrecordsrelatingtotheperformanceof theSupplierandtohavethemauditedbyauditorsappointedby theprocuring agency,ifso required.

**6. PatentRights** 6.1 TheSuppliershallindemnifytheProcuringagencyagainstall third-party claims of infringement of patent, trademark, or industrialdesignrightsarisingfromuseoftheGoodsoranypart thereofin theProcuring agency’scountry.

**7. Performance**

**Security**

7.1 Withintwenty(20)daysofreceiptofthenotificationofContract award, thesuccessful Bidder shall furnish to the Procuring agency theperformancesecurity in theamountspecifiedin SCC.

7.2 Theproceedsoftheperformancesecurityshallbepayabletothe Procuringagency ascompensationfor any lossresultingfrom the Supplier’sfailureto completeitsobligationsunderthe Contract.

7.3 Theperformancesecurityshallbedenominatedinthecurrency oftheContractacceptabletotheProcuringagencyandshallbe inone of the followingforms:

(a) abankguaranteeoranirrevocableletterofcreditissuedby areputablebanklocatedintheProcuringagency’scountry, intheformprovidedinthebiddingdocumentsoranother formacceptableto theProcuringagency;or

(b) acashier’sor certifiedcheck.

7.4 TheperformancesecuritywillbedischargedbytheProcuring agencyand returnedto theSuppliernotlaterthanthirty(30) days followingthedateofcompletionoftheSupplier’sperformance obligations under the Contract, including any warranty obligations,unless specifiedotherwise in SCC.

**8. Inspections and Tests**

8.1 TheProcuringagencyoritsrepresentativeshallhavetherightto inspect and/ortotesttheGoodstoconfirmtheirconformityto the Contract specifications at no extra cost to the Procuring agency. SCC andtheTechnicalSpecificationsshallspecifywhat inspectionsandteststhe Procuringagencyrequiresandwhere theyaretobeconducted. TheProcuringagencyshallnotifythe Supplierinwriting,inatimelymanner,of theidentityofany representativesretainedfor thesepurposes.

8.2 Theinspectionsandtestsmaybeconductedonthepremisesof theSupplieroritssubcontractor(s),atpointofdelivery,and/orat

theGoods’finaldestination. Ifconductedonthepremisesofthe Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shallbefurnishedtotheinspectorsatnochargetotheProcuring agency.

8.3 Shouldanyinspected ortested Goodsfailtoconformtothe Specifications,theProcuringagencymayrejecttheGoods,and the Supplier shall either replace the rejected Goods or make alterations necessarytomeetspecificationrequirementsfreeof costto the Procuringagency.

8.4 The Procuring agency’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Procuringagency’scountryshallinnowaybelimitedorwaived byreasonoftheGoodshavingpreviouslybeeninspected,tested, andpassedbytheProcuringagencyoritsrepresentativepriorto the Goods’ shipmentfrom thecountry of origin.

8.5 NothinginGCCClause8shallinanywayreleasetheSupplier fromany warranty or otherobligationsunder thisContract.

**9. Packing** 9.1 The Supplier shall provide such packing of the Goods as is requiredtopreventtheirdamageordeteriorationduringtransitto theirfinaldestination,asindicatedintheContract. Thepacking shall besufficient to withstand, without limitation, rough handlingduringtransitandexposure toextremetemperatures, saltandprecipitationduringtransit,andopenstorage. Packing case sizeand weights shall take into consideration, where appropriate,theremotenessoftheGoods’finaldestinationand theabsenceof heavy handlingfacilitiesatallpointsin transit.

9.2 Thepacking,marking,anddocumentationwithinandoutsidethe packagesshallcomplystrictlywithsuchspecialrequirementsas shall beexpressly provided for in the Contract, including additionalrequirements,ifany, specifiedinSCC,andinany subsequent instructionsorderedby the Procuringagency.

**10.Deliveryand**

**Documents**

10.1Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. Thedetailsofshippingand/orotherdocumentsto befurnished by the Supplierarespecifiedin SCC.

10.2Documentsto be submittedby the Supplierare specifiedinSCC.

**11.Insurance** 11.1 TheGoodssuppliedundertheContractshallbedeliveredduty paid(DDP) underwhichriskistransferredtothebuyerafter having been delivered, hence insurance coverage is sellers responsibility.

**12.Transpor- tation**

12.1TheSupplier isrequiredunderthe Contacttotransport theGoods toaspecifiedplaceofdestinationwithintheProcuringagency’s country, transporttosuchplaceofdestinationintheProcuring agency’scountry, includinginsuranceandstorage,asshallbe specifiedintheContract,shallbearrangedbytheSupplier,and relatedcostsshallbe includedin theContractPrice.

**13.Incidental**

**Services**

**14.Spare Parts**13.1The Supplier may be required to provide any or all of the following services, including additional services, if any, specifiedinSCC:

(a) performance orsupervision of on-site assembly and/or start-up of the suppliedGoods;

(b) furnishing of tools required for assembly and/or maintenanceof the suppliedGoods;

(c) furnishingofadetailedoperationsandmaintenancemanual for eachappropriateunitof thesuppliedGoods;

(d) performanceorsupervisionormaintenanceand/orrepairof the supplied Goods,foraperiodoftime agreedbythe parties, provided that this service shall not relieve the Supplierofany warrantyobligationsunderthisContract; and

(e) 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.

13.2Prices charged by the Supplier for incidental services, if not includedin theContractPricefortheGoods,shallbeagreed upon in advance by the parties and shall not exceed the prevailing rates charged forother parties bythe Supplier for similarservices.

14.1 AsspecifiedinSCC,theSuppliermayberequiredtoprovide any or all of the following materials, notifications, and informationpertainingtosparepartsmanufacturedordistributed bytheSupplier:

(a) such spare parts as the Procuring agency may elect to purchasefromtheSupplier,providedthatthiselectionshall notrelievetheSupplierofanywarrantyobligationsunder theContract;and

(b) inthe eventof terminationof productionof thespareparts: (i) advance notificationtotheProcuringagencyofthe

pendingtermination,insufficienttimetopermitthe Procuring agency to procure needed requirements; and

(ii) followingsuchtermination,furnishingatnocostto the Procuringagency,theblueprints,drawings,and specificationsof thespareparts, if requested.

**15.Warranty** 15.1 The Supplier warrants that the Goods supplied under the Contractarenew,unused,ofthemostrecentorcurrentmodels, andthattheyincorporateallrecentimprovementsindesignand materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contractshallhavenodefect,arisingfromdesign,materials,or workmanship(exceptwhenthedesignand/ormaterialisrequired bythe Procuring agency’s specifications) orfromanyactor omissionoftheSupplier,thatmaydevelopundernormaluseof thesuppliedGoodsintheconditionsprevailinginthecountryof finaldestination.

15.2Thiswarrantyshallremainvalidfortwelve(12)monthsafterthe Goods,or anyportionthereofasthecasemaybe,havebeen deliveredtoandacceptedatthefinaldestinationindicatedinthe Contract,orforeighteen(18)monthsafterthedateofshipment from the port or place of loading in the source country, whicheverperiodconcludesearlier,unlessspecifiedotherwisein SCC.

15.3The Procuringagency shall promptly notify the Supplier in writingof any claimsarisingunder thiswarranty.

15.4Uponreceiptofsuchnotice,theSuppliershall,withintheperiod specifiedinSCCandwithallreasonablespeed,repairorreplace the defectiveGoods or parts thereof, without costs to the Procuringagency.

15.5IftheSupplier,havingbeennotified,failstoremedythedefect(s)

withintheperiodspecifiedinSCC,withinareasonableperiod, theProcuringagencymayproceedtotakesuchremedialaction as may be necessary, atthe Supplier’s risk and expenseand withoutprejudicetoanyotherrightswhichtheProcuringagency mayhave againsttheSupplier underthe Contract.

**16.Payment** 16.1 The method and conditions of payment to be made to the

Supplierunder thisContractshallbespecifiedin SCC.

16.2The 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 bydocumentssubmittedpursuanttoGCCClause

10,anduponfulfillmentofotherobligationsstipulatedinthe

Contract.

16.3PaymentsshallbemadepromptlybytheProcuringagency,but in no case later than sixty (60) days after submission of an invoiceor claimby theSupplier.

16.4Thecurrency of paymentisPak. Rupees.

**17.Prices** 17.1 PriceschargedbytheSupplierforGoodsdeliveredandServices performed under the Contract shall not vary from the prices quotedbytheSupplierinitsbid,withtheexceptionofanyprice adjustments authorized in SCC or in the Procuring agency’s requestfor bid validityextension,asthecase may be.

**18.ChangeOrders** 18.1 TheProcuringagencymayatanytime,byawrittenordergiven totheSupplierpursuanttoGCCClause31,makechangeswithin thegeneralscope oftheContractinanyoneormoreofthe following:

(a) drawings, designs,or specifications, where Goodsto be furnished under the Contract are to be specifically manufacturedfor theProcuringagency;

(b) themethodof shipmentor packing; (c) theplaceof delivery;and/or

(d) theServicestobe providedby the Supplier.

18.2Ifanysuchchangecausesanincreaseordecreaseinthecostof, or the time required for, the Supplier’s performance of any provisionsunderthe Contract,anequitableadjustmentshallbe

madeintheContractPriceordeliveryschedule,orboth,andthe Contract shall accordingly be amended. Any claimsby the Supplierforadjustmentunderthisclausemustbeassertedwithin thirty(30) daysfromthedateoftheSupplier’sreceiptofthe Procuringagency’schangeorder.

**19.Contract**

**Amendments**

19.1SubjecttoGCCClause18,novariationinormodificationofthe terms of the Contract shall be made except by written amendment signed bytheparties.

**20.Assignment** 20.1 TheSuppliershallnotassign,inwholeorinpart,itsobligations to perform under this Contract, except with the Procuring agency’sprior writtenconsent.

**21.Subcontracts** 21.1 TheSuppliershallnotifytheProcuringagencyinwritingofall subcontractsawardedunderthisContractifnotalreadyspecified inthebid. Suchnotification,intheoriginalbidorlater,shallnot relievetheSupplierfrom anyliabilityorobligationunderthe Contract.

21.2Subcontractsmustcomply withthe provisionsof GCC Clause 3.

**22.Delaysin the Supplier’s Performance**

22.1Delivery 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.

22.2If atany timeduringperformanceof theContract,the Supplieror itssubcontractor(s)shouldencounterconditionsimpedingtimely deliveryoftheGoodsandperformanceofServices,theSupplier shallpromptlynotifytheProcuringagencyinwritingofthefact ofthedelay,itslikelydurationand itscause(s). Assoonas practicableafterreceiptoftheSupplier’snotice,theProcuring agency shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidateddamages,inwhichcasetheextensionshallberatified bythepartiesby amendmentof Contract.

22.3Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall renderthe Supplierliableto the impositionof liquidateddamages pursuantto GCC Clause 23, unlessan extensionof timeisagreed uponpursuanttoGCCClause22.2withoutthe applicationof liquidateddamages.

**23.Liquidated** 23.1 Subject toGCC Clause25, if theSupplierfailsto deliverany or

**Damages** allof theGoodsor to perform theServices withinthe period(s) specifiedinthe Contract,theProcuring agency shall,without prejudiceto itsotherremediesunder theContract,deductfrom theContractPrice,asliquidateddamages,a sumequivalentto thepercentage specifiedin SCC of the deliveredprice of the delayedGoodsor unperformedServicesfor eachweek or part thereofof delay untilactualdeliveryor performance,up to a maximumdeductionof thepercentage specifiedinSCC. Once themaximumisreached,theProcuring agency mayconsider terminationof theContractpursuant toGCC Clause24.

**24.Termination for Default**

24.1TheProcuringagency,withoutprejudicetoanyotherremedyfor breach of Contract, by written notice of default sent to the Supplier,mayterminatethisContractin wholeor in part:

(a) ifthe Supplierfailstodeliverany or allof theGoods within the period(s) specified in the Contract, or within any extensionthereofgrantedbytheProcuringagencypursuant toGCC Clause22;or

(b) if theSupplier fails to perform any other obligation(s)

underthe Contract.

(c) iftheSupplier,inthejudgmentoftheProcuringagencyhas engagedincorruptorfraudulentpracticesincompetingfor or inexecutingtheContract.

Forthepurposeof thisclause:

“corruptpractice”meanstheoffering,giving,receivingor solicitingofanythingofvaluetoinfluencetheactionofa publicofficialin the procurementprocessorincontract execution.

“fraudulentpractice”meansamisrepresentationoffactsin ordertoinfluenceaprocurementprocessortheexecution ofacontracttothedetrimentoftheBorrower,andincludes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitivelevelsandtodeprivetheBorrowerofthe benefitsof freeand open competition.

24.2Inthe eventtheProcuring agencyterminates the Contractin wholeorin part,pursuanttoGCCClause24.1,theProcuring agencymayprocure,uponsuchtermsandinsuchmannerasit deems appropriate, Goods or Services similar to those

undelivered,andtheSuppliershallbeliabletotheProcuring agencyforanyexcesscostsforsuchsimilarGoodsorServices. However, the Supplier shall continue performance of the Contracttothe extentnot terminated.

**25.ForceMajeure** 25.1 NotwithstandingtheprovisionsofGCCClauses22,23,and24, theSuppliershallnotbeliableforforfeitureofitsperformance security,liquidateddamages,orterminationfordefaultifandto the extent that its delay in performance or other failure to performitsobligationsunderthe Contract istheresultofan eventof Force Majeure.

25.2Forpurposesofthisclause,“ForceMajeure”meansanevent beyond thecontrol of the Supplier and not involving the Supplier’sfaultornegligenceandnotforeseeable. Suchevents may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics,quarantinerestrictions,andfreightembargoes.

25.3IfaForceMajeuresituationarises,theSuppliershallpromptly notifytheProcuringagencyinwritingofsuchconditionandthe cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligationsundertheContractasfarasis reasonablypractical, andshallseekallreasonablealternativemeansforperformance notpreventedby the ForceMajeure event.

**26.Termination for Insolvency**

26.1TheProcuringagencymayatanytimeterminatetheContractby giving writtennoticetotheSupplieriftheSupplierbecomes bankruptorotherwiseinsolvent. Inthisevent,terminationwill be without compensation to the Supplier, provided that such terminationwillnot prejudiceoraffectanyrightofactionor remedy which has accrued or will accrue thereafter to the Procuringagency.

**27.Termination for Convenience**

27.1TheProcuringagency,bywrittennoticesenttotheSupplier, mayterminatetheContract,inwholeorinpart,atanytimefor itsconvenience. Thenoticeofterminationshallspecifythat terminationisfortheProcuringagency’sconvenience,theextent to which performance of the Supplier under the Contract is terminated,andthedateuponwhichsuch termination becomes effective.

27.2The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of terminationshallbe accepted bytheProcuringagencyatthe

Contract termsand prices. For theremaining Goods, the

Procuringagency mayelect:

(a) tohaveany portioncompletedanddeliveredattheContract termsand prices;and/or

(b) tocanceltheremainderandpaytotheSupplieranagreed amountforpartiallycompletedGoodsandServicesandfor materialsand partspreviously procuredby the Supplier.

**28.Resolution of**

**Disputes**

28.1TheProcuringagencyandtheSuppliershallmakeeveryeffortto resolve amicably by direct informal negotiation any disagreement ordispute arising between them under or in connectionwith theContract.

28.2If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier havebeenunabletoresolveamicablyaContractdispute,either party may requirethatthedispute bereferred for resolutiontothe formalmechanismsspecifiedinSCC. These mechanismsmay include,butarenotrestrictedto,conciliationmediatedbyathird party,adjudicationin anagreed mannerand/orarbitration.

**29.Governing**

**Language**

29.1TheContractshallbewritteninthelanguagespecifiedinSCC.

SubjecttoGCCClause30,theversionoftheContractwrittenin the specified language shallgovern its interpretation. All correspondenceandotherdocumentspertainingtotheContract whichareexchangedbythepartiesshallbewritteninthesame language.

**30.Applicable**

**Law**

30.1TheContractshallbeinterpretedinaccordancewith the Federal and Sindh Provincial laws, unlessotherwise specified in SCC.

**31.Notices** 31.1 Any notice given by one party to the other pursuant to this Contractshallbesenttotheotherpartyinwritingorbycable, telex,orfacsimileandconfirmedinwritingtotheotherparty’s address specifiedinSCC.

31.2Anoticeshallbeeffectivewhendeliveredoronthenotice’s effectivedate,whicheverislater.

**32.Taxesand**

**Duties**

32.1Suppliershallbeentirelyresponsibleforalltaxes,duties,license fees,etc.,incurreduntildeliveryofthecontractedGoodstothe Procuringagency.

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria For School Specific Budget 2015-16** | | | | |
| **The Technical Bids Shall be Evaluated on the basis of following parameters:** | | | | |
| **Sr#** | **Evaluation Parameters** | | **Total**  **Marks** | **Brief** |
|  | **Company / Firm / Individual Information** | |
|  | Required Field | Marks |
| **1** | \* No of Years in Business | 10 | **45** | 02 marks for each year in business (Max 10) |
| \* Annual Turnover in Millions | 15 | 0.75 marks per million turnover (Max 15) |
| \* NTN Registration Certificate | 10 | 10 marks if firm has NTN Certificate |
| \* Sales Tax Registration Certificate | 10 | 10 marks if firm is registered with sales tax department |
| **2** | **Technical Proposal** \* Specifications & Brochures | 10 | **10** | 10 marks if the bidder provides  complete details and specifications of items to be supplied for which he want to quote. |
| **3** | **Financial Capabilities** | | **25** |  |
| Income Tax Annual Returns of 5 Years | 10 | 02 marks on production of each year Tax paid Returns (Max 10) |
| Audited Financial Statements of 5 years | 5 | 01 marks on production of Financial Statement Report (Max 5) |
| Monthly Sales Tax Summaries of last 10 Months | 10 | 1 marks on production of each month record (Max 10) |
| **5** | **Relevant Field Experience** | 20 | **20** | 04 marks for each similar complexity assignment (documented proof) Max 5 assignment |
| **Note: Firm must get 70% marks in Technical Evaluation for qualifying as per above mentioned criteria** | | | | |

**Section I. Invitation for Bids**

**OFFICE OF THE HEAD MASTER, GOVT. BOYS PRIMARY SCHOOL JHALI KALWARI**

No.GBPS/JK/ /SSB-2015-16/2016 LAKHI Dated:

**NOTICE INVITING TENDER**

Head Master, Govt. Boys Primary School JHALI KALWARI invites sealed bids from eligible bidders/suppliers and companies for the procurement of the following items under School Specific Budget 2015-16 as per single stage, one envelope procurement process for the financial year 2015-16 on emergent basis:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Tender ref.** | **Package Description** | **Quantity & Specifications** | **Estimated Cost** | **Bid Submission**  **Date & time** | **Bid opening date & time** | **Venue @** |
| **SSB** | Instructional Material and supplies. | Refer bidding documents | Rs.151,200/- | 15-05-2016 at 10:00 AM | 15-05-2016  1:00 PM | TEO (M) Shp |

Bidding documents can be obtained on submission of a written application, upon payment of non-refundable fee of **Rs.2,000/- [Two Thousand] of each bid document** through bank draft/pay order drawn in favor of **Head Master, Govt. Boys Primary School JHALI KALWARI** from the address given below from **9:00 am to 12:00 pm** after the publication of Notice Inviting Tender till closing thereof.

Bid should be submitted at the Office of Taluka Education Officer (Male) LAKHI District Shikarpur, 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 envelopein form of Pay Order/Bank Draft from any Scheduled Bank in favor of Head Master, Govt. Boys Primary School Jagan.

Bids must be delivered to the address below on or before 05-05-2016 at **10:00 am**. Bids will be opened in presence of bidders’ representatives @ the office of TEO Male Primary LAKHI who choose to attend from **10:30 am to 1:00 PM** on the same day respectively.

Bids will be rejected subject to following conditions:-

1. Conditional and telegraphic bids/tenders.
2. Bids not accompanied by bid security of required amount and form.
3. Bids received after the specified date and time.
4. Bids of black listed firms.

The cost of the procurement in the object code is within one million, hence this NIT is posted on SPPRA website: [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) for wide publicity on electronic media as provided under rule No.17(1) of SPPRA-2010. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice as well as bid document can also be downloaded from the SPPRA website. The Procuring Agency reserves the right to accept or reject any tender or to enhance the quantity subject to the relevant provisions of SPPRA Rules-2010 (Amended-2013).

All applicable Government Taxes shall apply.

**DDO/**Head Master

Govt. Boys Primary School

JHALI KALWARI Lakhi

(SEMIS Code: 414030110)

Cost Centre:SI-5034

Head Master, Govt. Boys Primary School JHALI KALWARI TALUKA LAKHI District Shikarpur.

Mob: No.

Email:

**Section II. BidData Sheet**

**Bid Data Sheet**

Thefollowingspecificdataforthegoodstobeprocuredshallcomplement,supplement,or amendthe provisions intheInstructionstoBidders(ITB)PartOne. Wheneverthereisa conflict,the provisionshereinshallprevailover those inITB.

*[InstructionsforcompletingtheBidDataSheetareprovided,asneeded,inthenotesin italicsmentionedforthe relevantITBClauses.]*

|  |  |
| --- | --- |
| **Introduction** | |
| **ITB 1.1** | Director Schools Education Larkana Region Larkana |
| **ITB 1.1** | Name of Contract/ Project.  Procurement of School [**Library/Laboratory**] Items for **GBPS JHALI KALWARI** **Taluka LAKHI District** **Shikarpur**, for Region Larkana. |
| **ITB 4.1** | Head Master, GBPS JHALI KALWARI LAKHI. |
| **ITB 8.1** | Languageof thebid.  **English** |

|  |  |
| --- | --- |
| **Bid Price and Currency** | |
| **ITB 11.2** | Thepricequoted shallbe Fixed along with DDP. |
| **ITB 11.5** | Thepriceshallbe fixed and will not be negotiated once finalized. |

|  |  |
| --- | --- |
| **Preparation and SubmissionofBids** | |
| **ITB 13.3 (d)** | Qualification requirements as per criteria mentioned. |
| **ITB 14.3 (b)** | N/A |
| **ITB 15.1** | Amount of bid security.  **5% of Total Bid Price.** |
| **ITB 16.1** | Bidvalidity period.  **60(Sixty) Days** |
| **ITB 17.1** | Numberof copies.**One Original** along with **one photocopy**. |
| **ITB 18.2 (a)** | TheOffice of the Taluka Education Officer (Male) Primary LAKHI |
| **ITB 18.2 (b)** | IFB title and number. |
| **ITB 19.1** | Deadline for bid submission is 05/05/2016 at 12:00 pm |
| **ITB 22.1** | Time, date, and place for bid opening is 05/05/2016at 12.30 pm at the Office of Taluka Education Officer (Male) LAKHI |

|  |  |
| --- | --- |
| **Bid Evaluation** | |
| **ITB 25.3** | Criteria for bid evaluation.  As per criteria attached. |
| **ITB 25.4 (a)**  **ITB 25.4 (b)**  **Option (i)** | One option only. N/A  Delivery schedule. To be finalized by Regional Procurement Committee in consultation with District Inspection & Technical Committee.  Relevantparametersin accordancewith optionselected: N/A  adjustmentexpressed asa percentage, |

|  |  |
| --- | --- |
| **Option (ii)**  **Option (iii)** | **Or**  adjustmentexpressed in anamountinthe currency of bid evaluation,  **or**  adjustmentexpressed asa percentage |
| **ITB 25.4 (c) (ii)** | Deviationinpaymentschedule.**N/A** |
| **ITB 25.4 (d)** | Costof spare parts.  **N/A** |
| **ITB 25.4 (e)** | SparepartsandaftersalesservicefacilitiesintheProcuringagency’s country.  **N/A** |
| **ITB 25.4 (f)** | Operatingand maintenancecosts.  Factorsfor calculationof the life cyclecost:  (i) numberofyearsforlifecycle*[itisrecommendedthatthelifecycle period should not exceed the usual period before a planned major overhaulof thegoods]*;**N/A**  (ii)operatingcosts*[e.g.,fueland/orotherinput,unitcost,andannualand total operational requirements]*;**N/A**  (iii)maintenancecosts*[e.g.,spareparts—withoutduplicationofabove*  *Clause25.4(d)requirements—and/or other inputs]*;**N/A** and  (iv)rate,asapercentage,tobeusedtodiscountallannualfuture costscalculatedunder(ii) and(iii)above to presentvalue.**N/A**  **or**  Reference to the methodology specified in the Technical  Specificationsor elsewherein thebidding documents.  *[ThecontractualliquidateddamagesspecifiedintheSCCshallbehigherthanthe evaluation advantage.]* |
| **ITB 25.4 (g)** | Performanceandproductivity of equipment.  10% of the award contract price. |

|  |  |
| --- | --- |
| **ITB 25.4 (h)** | Details on the evaluation method or reference to the Technical  Specifications. |
| **ITB 25.4**  **Alternative** | Specify the evaluationfactors.As mentioned evaluation criteria |
| **Contract Award** | |
| **ITB 29.1** | Percentagefor quantity increaseor decrease.  **15 %.** |

**Section III. Special Conditions of Contract**

**TableofClauses**

1. DEFINITIONS(GCCCLAUSE1)...............................................................................................................................11

2. COUNTRYOFORIGIN(GCCCLAUSE3)..................................................................................................................11

3. PERFORMANCESECURITY(GCCCLAUSE7)..............................................................................................................11

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**SpecialConditionsofContract**

ThefollowingSpecialConditionsofContractshallsupplementtheGeneralConditionsof Contract. Wheneverthereisaconflict,theprovisionshereinshallprevailoverthoseinthe GeneralConditionsofContract. ThecorrespondingclausenumberoftheGCCisindicated inparentheses.

*[InstructionsforcompletingtheSpecialConditionsofContractareprovided,asneeded,in thenotesinitalicsmentionedfortherelevantSCC. Wheresampleprovisionsarefurnished, theyareonlyillustrativeoftheprovisionsthattheProcuringagency shoulddraftspecifically foreachprocurement.]*

**1. Definitions(GCC Clause 1)**

GCC 1.1 (g)—The Procuringagency is:

GCC 1.1 (h)—The Procuringagency’scountry is: GCC 1.1 (i)—TheSupplier is:

***Sample Provision***

GCC 1.1 (j)—TheProjectSiteis: *[if applicable]*

**2. Countryof Origin(GCC Clause3)**

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-FinancedProcurement”.

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

GCC7.1—Theamountofperformancesecurity,asapercentageoftheContractPrice, shallbe: **not exceeding 5% of the Contract Price**

*[Thefollowing provision should beused in the caseof Goods having warrantyobligations.]*

GCC7.4—AfterdeliveryandacceptanceoftheGoods,theperformancesecurityshall bereducedto two(2)percentoftheContractPricetocovertheSupplier’swarranty obligationsin accordance withClause GCC 15.2.

**4. Inspectionsand Tests(GCC Clause 8)**

GCC8.6—InspectionandtestspriortoshipmentofGoodsandatfinalacceptanceare asfollows: The inspection would be performed by **District Technical and Inspection Committee.**

**5. Packing (GCC Clause9)**

***Sample provision***

GCC 9.3—The followingSCC shallsupplementGCC Clause9.2:

**6. Deliveryand Documents(GCC Clause 10)**

***Sample provision (DDPterms)***

GCC10.3—Uponshipment,theSuppliershallnotifytheProcuringagencythefull detailsoftheshipment,includingContractnumber,descriptionofGoods,quantityand usualtransportdocument. The Suppliershallmailthefollowingdocumentstothe Procuring agency:

(i) copiesoftheSupplier’sinvoiceshowingGoods’description,quantity,unitprice, andtotalamount;

(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document,anairwaybill,arailwayconsignmentnote,aroadconsignmentnote, oramultimodaltransportdocument) which thebuyermayrequiretotakethe goods;

(iii) copiesof the packinglistidentifyingcontentsof each school-wise package; (iv) insurancecertificate;

(v) Manufacturer’sor Supplier’s warranty certificate;

(vi) inspection certificate, issued by the nominated inspection agency, and the

Supplier’sfactory inspectionreport;and

(vii) certificateof origin.

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

GCC11.1—TheGoodssupplied under theContractshallbedelivered dutypaid (DDP)underwhichriskistransferredtothebuyerafterhavingbeendelivered,hence insurancecoverageissellersresponsibility.SincetheInsuranceisseller’sresponsibility they mayarrangeappropriatecoverage.

**8. IncidentalServices(GCC Clause 13)**

GCC 13.1—Incidentalservicesto beprovided are:

**N/A**

*[SelectedservicescoveredunderGCCClause 13and/orothershouldbespecifiedwiththedesired features. The pricequotedinthebidpriceoragreedwiththeselectedSuppliershallbeincludedinthe Contract Price.]*

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

***Sample provision***

GCC15.2—Inpartialmodification oftheprovisions,thewarrantyperiodshallbe

hoursofoperationor monthsfromdateofacceptanceoftheGoodsormonths fromthedateofshipment,whicheveroccursearlier. TheSupplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, forreasons attributable to the Supplier, these guarantees arenotattainedinwholeorinpart,theSuppliershall,atitsdiscretion, either:

(a) makesuchchanges,modifications,and/oradditionstotheGoodsoranypart thereofasmaybenecessaryinordertoattainthecontractualguaranteesspecified intheContractatitsowncostandexpenseandtocarryoutfurtherperformance testsin accordance withSCC 4,

**or**

(b) payliquidateddamagesto theProcuringagencywith respecttothefailuretomeet the contractual guarantees. The rateof these liquidated damages shall be ( ).

*[TherateshouldbehigherthantheadjustmentrateusedinthebidevaluationunderITB25.4(f)*

*or(g).]*

GCC 15.4 &15.5—Theperiod for correctionof defectsin thewarranty periodis:

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

***Sample provision***

GCC16.1—ThemethodandconditionsofpaymenttobemadetotheSupplierunder thisContract shallbe asfollows:

**Payment for Goodssupplied:**

Paymentshallbe madein Pak. Rupeesinthe followingmanner:

(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.

(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 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***

GCC17.1—PricesshallbeadjustedinaccordancewithprovisionsintheAttachmentto

SCC.

*[To beinserted* ***only****if priceis subject to adjustment.]*

**N/A**

**12. Liquidated Damages(GCC Clause23)**

GCC 23.1—Applicablerate: Maximumdeduction:

*[Applicablerateshallnotexceedone-half(0.5)percentperweek,andthemaximumshallnotexceedten*

*(10)percentof theContractPrice.]***N/A**

**13. ResolutionofDisputes(GCC Clause 28)**

GCC28.3—ThedisputeresolutionmechanismtobeappliedpursuanttoGCCClause

28.2shallbeasfollows:

InthecaseofadisputebetweentheProcuringagencyandtheSupplier,thedispute shallbe referredto adjudication orarbitration inaccordance withthelawsofthe Procuring agency’scountry.

**14. Governing Language (GCC Clause29)**

GCC 29.1—The GoverningLanguageshallbe:

**15**. **ApplicableLaw(GCC Clause 30)**

GCC30.1-TheContractshallbeinterpretedinaccordancewiththelawsofIslamic

Republicof Pakistan.

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

GCC 31.1—Procuring agency’saddressfor noticepurposes:

—Supplier’saddressfor noticepurposes:

**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 Head Master GBPS JHALI KALWARI (High Priority) LAKHI and Taluka Technical and Inspection Committee. The items should be delivered in “school-wise” packages 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Description** | **Quarter / Year** | **Agreed Delivery date /Schedule** |
| 1 | Govt. Boys Primary School JHALI KALWARI. | 2015-16 | Within 90 days from the date of Signing of Contract. |

**T.E.O (Male) LAKHI**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr.No.** | **Description** | **Estimated Quantity** | **No. of Schools in Taluka** | **Total No. of Boxes to be delivered (School-wise) as per schedule** | **Destination** |
| 1 | 476-Dictionary (English to Sindhi) Elementary Learner (new edition, 6'\* 8')Hard bound | 153 | 153 |  | The supplier will be required to deliver items, packed in the form of bundles (for each school, according to the list provided at the time of contract finalization) to every ADO offices in each Taluka. |
| 2 | 476-Dictionary (English to Urdu) Elementary Learner (new edition, 6'\* 8')Hard bound | 153 | 153 |  |
| 3 | 476-Dictionary (English to English) (new edition, 6'\* 8')Hard bound | 153 | 153 |  |
| 4 | 476-Vernier Caliper 150 mm Stain Less Steel China in Plastic Box | 960 | 153 |  |
| 5 | 476-Children Encyclopedia Standard size and quality | 153 | 153 |  |
| 6 | 476-History books (7' \* 9')Card bound Sindhi | 153 | 153 |  |
| 7 | 476-History books (7' \* 9')Card bound Urdu | 153 | 153 |  |
| 8 | 476-History books (7' \* 9')Card bound English | 153 | 153 |  |
| 9 | 476-Kids Magazines | 1920 | 153 |  |
| 10 | 476-News Paper | 576 | 153 |  |
| 11 | 476-Story book | 960 | 153 |  |
| 12 | 476-Reference book | 153 | 153 |  |  |
| 13 | 476-Physical balance 2 Pan with Weight Box China | 384 | 153 |  |  |
| 14 | 476-Heart Model Plastic Molded China | 153 | 153 |  |  |
| 15 | 476-Brain Model Plastic Molded China | 153 | 153 |  |  |
| 16 | 476-Microscopic Lens | 960 | 153 |  |  |
| 17 | 476-Bar Magnet Size 4" | 960 | 153 |  |  |
| 18 | 476-U Shape Magnet | 960 | 153 | 0 |  |
| 19 | 476-Spring Balance 500 Gram Local | 960 | 153 | 0 |  |
| 20 | 476-Meter Scale Full Meter Scale made of MDF | 153 | 153 | 0 |  |
| 21 | 476-Test tubes 18mm Dia, 6" Length | 2304 | 153 | 0 |  |
| 22 | 476-Prism 2" Glass | 1920 | 153 | 0 |  |
| 23 | 476-Pulley | 960 | 153 | 0 |  |
| 24 | 476-Tripod Stand (iron) | 960 | 153 | 0 |  |
| 25 | 476-Eye Model Plastic Molded China | 153 | 153 | 0 |  |
| 26 | 476-Thermometer centigrade 110C | 1920 | 153 | 0 |  |
| 27 | 476-Thermometer Fahrenheit | 1920 | 153 | 0 |  |
| 28 | 476-Model of Teeth Plastic Molded China | 153 | 153 | 0 |  |
| 29 | 476-Test tube stand Each Stand Have 12 Test Tube Capacity made of Plastic | 153 | 153 | 0 |  |
| 30 | 476-Concave lens 2" 15CM | 1920 | 153 |  |  |
| 31 | 476-Convex lens 2" 15 CM | 1920 | 153 |  |  |
| 32 | 476-Torch Medium Size chargeable | 384 | 153 |  |  |
| 33 | 476-Model of Stomach Plastic Molded China | 153 | 153 |  |  |
| 34 | 476-Model of Lungs Plastic Molded China | 153 | 153 |  |  |
| 35 | 476-Model of Ears Plastic Molded China | 153 | 153 |  |  |
| 36 | 476-Aeesay Sindhi Seekhein (With CD) | 153 | 153 |  |  |
| 37 | 476-A Comprehensive English Sindhi Dictionary | 153 | 153 |  |  |
| 38 | 476-Directory of Language and Scripts of South Asia | 153 | 153 |  |  |
| 39 | 476-Dictionary of Hematology | 153 | 153 |  |  |
| 40 | 476-A Dictionary - Sindhi (Devnagri) and English | 153 | 153 |  |  |
| 41 | 476-Faraizul Islam Sindh | 153 | 153 |  |  |
| 42 | 476-Wild Life of Sindh (JungliJeewat) | 153 | 153 |  |  |
| 43 | 476-Laree aenKachheeMahavra | 153 | 153 |  |  |
| 44 | 476-Namira Sciensdana (Renowned Scientist) Vol:1 | 153 | 153 |  |  |
| 45 | 476-Rahat ulMuamneen | 153 | 153 |  |  |
| 46 | 476-Namira Sciensdana (Renowned Scientist) Vol:2 | 153 | 153 |  |  |
| 47 | 476-Namira Sciensdana (Renowned Scientist) Vol:3 | 153 | 153 |  |  |
| 48 | 476-Sangeet Sansaar | 153 | 153 |  |  |
| 49 | 476-Sindh Jay QadeemAsaranJi Dictionary | 153 | 153 |  |  |
| 50 | 476-Sindhi BoliAenLipiajoIthas | 153 | 153 |  |  |
| 51 | 476-Sindhi Boli me Grammar NavesiaJiIrtqa | 153 | 153 |  |  |
| 52 | 476-Sindhi LokGeet (Boli-a-jiOsar) | 153 | 153 |  |  |
| 53 | 476-Sindhi Moli-BabatMaqalaAenMazmoon (Vol: 3) | 153 | 153 |  |  |
| 54 | 476-Sindhi Boli-a-jo Grammar | 153 | 153 |  |  |
| 55 | 476-Sindhi Language & Literature (A Brief Account) | 153 | 153 |  |  |
| 56 | 476-Sindhi Language & Literature at a glance | 153 | 153 |  |  |
| 57 | 476-Sindhi Language | 153 | 153 |  |  |
| 58 | 476-Sindhi Proverbs: A linguistic and Socio-Cultural Study | 153 | 153 |  |  |
| 59 | 476-Sindhi Sotiyat | 153 | 153 |  |  |
| 60 | 476-Tijarat AenBankariJeeLughat | 153 | 153 |  |  |
| 61 | 476-Wakt AenImtehan | 153 | 153 |  |  |
| 62 | 476-Zabiha AenShikar | 153 | 153 |  |  |
| 63 | 476-Zarai Science (FasulaBhajjyoonAemMeva) | 153 | 153 |  |  |
| 64 | 476-Qanoon JiLughat | 153 | 153 |  |  |
| 65 | 476-Urdu Sindhi Dictionary | 153 | 153 |  |  |
| 66 | 476-Lughat-e-Lateefi | 153 | 153 |  |  |
| 67 | 476-Jamai Sindhi Lughat Vol:1 | 153 | 153 |  |  |
| 68 | 476-Jamai Sindhi Lughat Vol:2 | 153 | 153 |  |  |
| 69 | 476-Library Book Gulshakar by Eng. A.B Sahito | 153 | 153 |  |  |

**Section V.Technical Specifications**



**Technical Specifications**

|  |
| --- |
|  |
| **OFFICE OF THE HEAD MASTER GOVT. BOYS PRIMARY SCHOOL JHALI KALWARI LAKHI** |
|  |

**List for Purchase of School Library / Laboratory Items**

**Under SSB for the Year 2015-16**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **DESCRIPTION** | **SPECIFICATION OFFERED** | **ACCOUNTING UNIT** |
| **SCHOOL LIBRARY / LABORATORY ITEMS** | |  |  |
| 1 | 476-Dictionary (English to Sindhi) Elementary Learner (new edition, 6'\* 8')Hard bound | 5 |  |
| 2 | 476-Dictionary (English to Urdu) Elementary Learner (new edition, 6'\* 8')Hard bound | 5 |  |
| 3 | 476-Dictionary (English to English) (new edition, 6'\* 8')Hard bound | 5 |  |
| 4 | 476-Vernier Caliper 150 mm Stain Less Steel China in Plastic Box | 0 |  |
| 5 | 476-Children Encyclopedia Standard size and quality | 10 |  |
| 6 | 476-History books (7' \* 9')Card bound Sindhi | 10 |  |
| 7 | 476-History books (7' \* 9')Card bound Urdu | 10 |  |
| 8 | 476-History books (7' \* 9')Card bound English | 10 |  |
| 9 | 476-Kids Magazines | 10 |  |
| 10 | 476-News Paper | 00 |  |
| 11 | 476-Story book | 50 |  |
| 12 | 476-Reference book | 02 |  |
| 13 | 476-Physical balance 2 Pan with Weight Box China | 02 |  |
| 14 | 476-Heart Model Plastic Molded China | 05 |  |
| 15 | 476-Brain Model Plastic Molded China | 05 |  |
| 16 | 476-Microscopic Lens | 05 |  |
| 17 | 476-Bar Magnet Size 4" | 05 |  |
| 18 | 476-U Shape Magnet | 05 |  |
| 19 | 476-Spring Balance 500 Gram Local | 05 |  |
| 20 | 476-Meter Scale Full Meter Scale made of MDF | 05 |  |
| 21 | 476-Test tubes 18mm Dia, 6" Length | 00 |  |
| 22 | 476-Prism 2" Glass | 05 |  |
| 23 | 476-Pulley | 04 |  |
| 24 | 476-Tripod Stand (iron) | 00 |  |
| 25 | 476-Eye Model Plastic Molded China | 05 |  |
| 26 | 476-Thermometer centigrade 110C | 10 |  |
| 27 | 476-Thermometer Fahrenheit | 10 |  |
| 28 | 476-Model of Teeth Plastic Molded China | 05 |  |
| 29 | 476-Test tube stand Each Stand Have 12 Test Tube Capacity made of Plastic | 00 |  |
| 30 | 476-Concave lens 2" 15CM | 05 |  |
| 31 | 476-Convex lens 2" 15 CM | 05 |  |
| 32 | 476-Torch Medium Size chargeable | 05 |  |
| 33 | 476-Model of Stomach Plastic Molded China | 05 |  |
| 34 | 476-Model of Lungs Plastic Molded China | 05 |  |
| 35 | 476-Model of Ears Plastic Molded China | 05 |  |
| 36 | 476-Aeesay Sindhi Seekhein (With CD) | 00 |  |
| 37 | 476-A Comprehensive English Sindhi Dictionary | 00 |  |
| 38 | 476-Directory of Language and Scripts of South Asia | 00 |  |
| 39 | 476-Dictionary of Hematology | 00 |  |
| 40 | 476-A Dictionary - Sindhi (Devnagri) and English | 00 |  |
| 41 | 476-Faraizul Islam Sindh | 05 |  |
| 42 | 476-Wild Life of Sindh (JungliJeewat) | 05 |  |
| 43 | 476-Laree aenKachheeMahavra | 05 |  |
| 44 | 476-Namira Sciensdana (Renowned Scientist) Vol:1 | 02 |  |
| 45 | 476-Rahat ulMuamneen | 05 |  |
| 46 | 476-Namira Sciensdana (Renowned Scientist) Vol:2 | 05 |  |
| 47 | 476-Namira Sciensdana (Renowned Scientist) Vol:3 | 05 |  |
| 48 | 476-Sangeet Sansaar | 02 |  |
| 49 | 476-Sindh Jay QadeemAsaranJi Dictionary | 02 |  |
| 50 | 476-Sindhi Boli Aen Lipia jo Ithas | 02 |  |
| 51 | 476-Sindhi Boli me Grammar Navesia Ji Irtqa | 02 |  |
| 52 | 476-Sindhi LokGeet (Boli-a-jiOsar) | 00 |  |
| 53 | 476-Sindhi Moli-BabatMaqalaAenMazmoon (Vol: 3) | 00 |  |
| 54 | 476-Sindhi Boli-a-jo Grammar | 05 |  |
| 55 | 476-Sindhi Language & Literature (A Brief Account) | 02 |  |
| 56 | 476-Sindhi Language & Literature at a glance | 00 |  |
| 57 | 476-Sindhi Language | 00 |  |
| 58 | 476-Sindhi Proverbs: A linguistic and Socio-Cultural Study | 02 |  |
| 59 | 476-Sindhi Sotiyat | 02 |  |
| 60 | 476-Tijarat AenBankariJeeLughat | 00 |  |
| 61 | 476-Wakt AenImtehan | 01 |  |
| 62 | 476-Zabiha AenShikar | 01 |  |
| 63 | 476-Zarai Science (FasulaBhajjyoonAemMeva) | 05 |  |
| 64 | 476-Qanoon JiLughat | 00 |  |
| 65 | 476-Urdu Sindhi Dictionary | 02 |  |
| 66 | 476-Lughat-e-Lateefi | 03 |  |
| 67 | 476-Jamai Sindhi Lughat Vol:1 | 02 |  |
| 68 | 476-Jamai Sindhi Lughat Vol:2 | 02 |  |
| 69 | 476-Library Book Gulshakar by Eng. A.B Sahito | 02 |  |

**Section VI. Sample Forms**

**SampleForms**

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**1.Bid Formand Price Schedules**

*To,*

***[Name and address of Procuring Agency]* (for example, as below:)**

The Head Master, Govt. Boys Primary School

JHALI KALWARI LAKHI Taluka Shikarpur

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ***School Library / Laboratory Items |In Class Material | Library and Laboratory | Sport Items***specified in and in conformity with the said Bidding Documents for the sum of *Rs.2,000/-* 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 **90**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

**Price Schedule in Pak.Rupees**

Nameof Bidder . IFB Number Page of \_\_ \_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| **Item** | **Description** | **Countryof origin** | **Estimated Quantity** | **UnitpriceDDP**  **named place** | **Unit Price in Words** | **Total DDP**  **peritem** | **UnitpriceofDelivered duty paid (DDP)tofinal destination plus priceofotherincidental servicesif required** |
| **SCHOOL LIBRARY & LABORATORY ITEMS** | |  |  |  |  |  |  |
| 1 | 476-Dictionary (English to Sindhi) Elementary Learner (new edition, 6'\* 8')Hard bound | Pakistan | 1033 |  |  |  |  |
| 2 | 476-Dictionary (English to Urdu) Elementary Learner (new edition, 6'\* 8')Hard bound | Pakistan | 1033 |  |  |  |  |
| 3 | 476-Dictionary (English to English) (new edition, 6'\* 8')Hard bound | Pakistan | 1033 |  |  |  |  |
| 4 | 476-Vernier Caliper 150 mm Stain Less Steel China in Plastic Box | Pakistan | 5165 |  |  |  |  |
| 5 | 476-Children Encyclopedia Standard size and quality | Pakistan | 1035 |  |  |  |  |
| 6 | 476-History books (7' \* 9')Card bound Sindhi | Pakistan | 1035 |  |  |  |  |
| 7 | 476-History books (7' \* 9')Card bound Urdu | Pakistan | 1035 |  |  |  |  |
| 8 | 476-History books (7' \* 9')Card bound English | Pakistan | 1035 |  |  |  |  |
| 9 | 476-Kids Magazines | Pakistan | 10330 |  |  |  |  |
| 10 | 476-News Paper | Pakistan | 3141 |  |  |  |  |
| 11 | 476-Story book | Pakistan | 5165 |  |  |  |  |
| 12 | 476-Reference book | Pakistan | 1102 |  |  |  |  |
| 13 | 476-Physical balance 2 Pan with Weight Box China | Pakistan | 1997 |  |  |  |  |
| 14 | 476-Heart Model Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 15 | 476-Brain Model Plastic Molded China | Pakistan | 1309 |  |  |  |  |
| 16 | 476-Microscopic Lens | Pakistan | 5165 |  |  |  |  |
| 17 | 476-Bar Magnet Size 4" | Pakistan | 5165 |  |  |  |  |
| 18 | 476-U Shape Magnet | Pakistan | 5165 |  |  |  |  |
| 19 | 476-Spring Balance 500 Gram Local | Pakistan | 5165 |  |  |  |  |
| 20 | 476-Meter Scale Full Meter Scale made of MDF | Pakistan | 1033 |  |  |  |  |
| 21 | 476-Test tubes 18mm Dia, 6" Length | Pakistan | 12396 |  |  |  |  |
| 22 | 476-Prism 2" Glass | Pakistan | 10330 |  |  |  |  |
| 23 | 476-Pulley | Pakistan | 5165 |  |  |  |  |
| 24 | 476-Tripod Stand (iron) | Pakistan | 5165 |  |  |  |  |
| 25 | 476-Eye Model Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 26 | 476-Thermometer centigrade 110C | Pakistan | 10330 |  |  |  |  |
| 27 | 476-Thermometer Fahrenheit | Pakistan | 10330 |  |  |  |  |
| 28 | 476-Model of Teeth Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 29 | 476-Test tube stand Each Stand Have 12 Test Tube Capacity made of Plastic | Pakistan | 1033 |  |  |  |  |
| 30 | 476-Concave lens 2" 15CM | Pakistan | 10370 |  |  |  |  |
| 31 | 476-Convex lens 2" 15 CM | Pakistan | 10370 |  |  |  |  |
| 32 | 476-Torch Medium Size chargeable | Pakistan | 2066 |  |  |  |  |
| 33 | 476-Model of Stomach Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 34 | 476-Model of Lungs Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 35 | 476-Model of Ears Plastic Molded China | Pakistan | 1033 |  |  |  |  |
| 36 | 476-Aeesay Sindhi Seekhein (With CD) | Pakistan | 1033 |  |  |  |  |
| 37 | 476-A Comprehensive English Sindhi Dictionary | Pakistan | 1033 |  |  |  |  |
| 38 | 476-Directory of Language and Scripts of South Asia | Pakistan | 1033 |  |  |  |  |
| 39 | 476-Dictionary of Hematology | Pakistan | 1033 |  |  |  |  |
| 40 | 476-A Dictionary - Sindhi (Devnagri) and English | Pakistan | 1033 |  |  |  |  |
| 41 | 476-Faraizul Islam Sindh | Pakistan | 1033 |  |  |  |  |
| 42 | 476-Wild Life of Sindh (JungliJeewat) | Pakistan | 1033 |  |  |  |  |
| 43 | 476-Laree aenKachheeMahavra | Pakistan | 1033 |  |  |  |  |
| 44 | 476-Namira Sciensdana (Renowned Scientist) Vol:1 | Pakistan | 1033 |  |  |  |  |
| 45 | 476-Rahat ulMuamneen | Pakistan | 1033 |  |  |  |  |
| 46 | 476-Namira Sciensdana (Renowned Scientist) Vol:2 | Pakistan | 1033 |  |  |  |  |
| 47 | 476-Namira Sciensdana (Renowned Scientist) Vol:3 | Pakistan | 1033 |  |  |  |  |
| 48 | 476-Sangeet Sansaar | Pakistan | 1033 |  |  |  |  |
| 49 | 476-Sindh Jay QadeemAsaranJi Dictionary | Pakistan | 1033 |  |  |  |  |
| 50 | 476-Sindhi BoliAenLipiajoIthas | Pakistan | 1033 |  |  |  |  |
| 51 | 476-Sindhi Boli me Grammar NavesiaJiIrtqa | Pakistan | 1033 |  |  |  |  |
| 52 | 476-Sindhi LokGeet (Boli-a-jiOsar) | Pakistan | 1033 |  |  |  |  |
| 53 | 476-Sindhi Moli-BabatMaqalaAenMazmoon (Vol: 3) | Pakistan | 1033 |  |  |  |  |
| 54 | 476-Sindhi Boli-a-jo Grammar | Pakistan | 1033 |  |  |  |  |
| 55 | 476-Sindhi Language & Literature (A Brief Account) | Pakistan | 1033 |  |  |  |  |
| 56 | 476-Sindhi Language & Literature at a glance | Pakistan | 1033 |  |  |  |  |
| 57 | 476-Sindhi Language | Pakistan | 1033 |  |  |  |  |
| 58 | 476-Sindhi Proverbs: A linguistic and Socio-Cultural Study | Pakistan | 1033 |  |  |  |  |
| 59 | 476-Sindhi Sotiyat | Pakistan | 1033 |  |  |  |  |
| 60 | 476-Tijarat AenBankariJeeLughat | Pakistan | 1033 |  |  |  |  |
| 61 | 476-Wakt AenImtehan | Pakistan | 1033 |  |  |  |  |
| 62 | 476-Zabiha AenShikar | Pakistan | 1033 |  |  |  |  |
| 63 | 476-Zarai Science (FasulaBhajjyoonAemMeva) | Pakistan | 1033 |  |  |  |  |
| 64 | 476-Qanoon JiLughat | Pakistan | 1033 |  |  |  |  |
| 65 | 476-Urdu Sindhi Dictionary | Pakistan | 1033 |  |  |  |  |
| 66 | 476-Lughat-e-Lateefi | Pakistan | 1033 |  |  |  |  |
| 67 | 476-Jamai Sindhi Lughat Vol:1 | Pakistan | 1033 |  |  |  |  |
| 68 | 476-Jamai Sindhi Lughat Vol:2 | Pakistan | 1033 |  |  |  |  |
| 69 | 476-Library Book Gulshakar by Eng. A.B Sahito | Pakistan | 1033 |  |  |  |  |

Signatureof Bidder

*Note:* In case of discrepancy betweenunitprice andtotal,theunitprice shallprevail.

**2.Bid Security Form**

Whereas *[nameoftheBidder]*(hereinaftercalled“theBidder”)hassubmitteditsbid**dated \_\_\_\_\_\_** for thesupplyof**School Library / Laboratory Items (under SSB 2015-16)**(hereinaftercalled“the Bid”).

KNOWALLPEOPLEbythesepresentsthatWE *[nameofbank]*of*[nameofcountry]*,havingour registeredofficeat*[addressofbank]*(hereinaftercalled“theBank”),areboundunto*DSE*(hereinaftercalled“theProcuringagency”)inthesumofforwhichpayment wellandtrulytobemadetothesaidProcuringagency,theBankbindsitself,itssuccessors, andassignsby thesepresents. SealedwiththeCommonSealofthe saidBank this day of 20 .

THECONDITIONS of thisobligationare:

1. IftheBidderwithdrawsitsBidduringtheperiodofbidvalidityspecifiedbytheBidder on the BidForm;or

2. IftheBidder,havingbeennotifiedoftheacceptanceofitsBidbytheProcuringagency during theperiod of bidvalidity:

(a) failsor refusesto executetheContractForm,ifrequired;or

(b) fails or refuses to furnish the performance security, in accordance with the

Instructionsto Bidders;

weundertaketopaytotheProcuringagencyuptotheaboveamountuponreceiptofitsfirst writtendemand, withouttheProcuringagencyhavingtosubstantiateitsdemand,provided thatinitsdemandtheProcuringagencywillnotethattheamountclaimedbyitisduetoit, owingtotheoccurrenceofoneorbothofthe twoconditions, specifying theoccurred conditionor conditions.

Thisguaranteewillremaininforceuptoandincludingtwentyeight(28)daysafterthe periodofbidvalidity,andany demandin respectthereofshouldreachtheBanknot laterthan theabove date.

*[signatureof thebank]*

**3.Form of Contract**

This Contract (hereinafter called the “Contract”) is made on this**\_\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_** between *[****Name of procuringAgency****]*(hereinafterreferred to as“theProcuringagency”)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****]*(hereinafter called “the Supplier”)of theSecond Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAStheProcuringagencyinvitedbidsfor 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; andwhereas the Procuring Agency has accepted the the bid by the Supplier for the supply of [***Library / Laboratory Items/ Stationery /Library and Laboratory/Sport Items***]in the sum of Pak Rupees *[****contractpriceinwordsandfigures****]*(hereinaftercalled “the ContractPrice”).

NOW THIS AGREEMENTWITNESSETHAS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectivelyassigned to them inthe General Conditionsand Specific Conditions of this Contracthereinafter referred to as “Contract”.

2. Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedas integral part of thisAgreement,viz:-

(a) theBid Formandthe PriceSchedulesubmittedby the Bidder; (b) theScheduleof Requirements;

(c) theTechnicalSpecifications;

(d) the GeneralConditionsof Contract;

(e) theSpecialConditionsof Contract;

(f) theProcuring agency’sNotificationof Award; and

(g) the Contract

3. InconsiderationofthepaymentstobemadebytheProcuringagencytotheSupplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to providethegoodsandservicesandtoremedydefectsthereininconformityinallrespects withthe provisionsof thisContract

4. TheProcuringagencyherebycovenantstopaytheSupplierinconsiderationofthe provisionofthegoodsandservicesandtheremedyingofdefectstherein,theContractPrice orsuchothersumasmaybecomepayableundertheprovisionsofthisContractatthetime andin the mannerprescribed bythisContract.

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 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.

INWITNESSWhereofthepartiesheretohavecausedthisAgreementtobeexecuted at *[****write the address of DEO office****]*(“the place”)in accordancewith theirrespectivelaws and shall enter into force ontheday and yearfirstabovementioned.

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

| **Name and Designation (*TEO Male / Female*)** | **Date and Signature** |
| --- | --- |
| Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_  DDO/Head Master, GBPS JHALI KALWARI ***LAKHI*** |  |
| Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DDO/Head Master, GBPS JHALI KALWARI ***LAKHI*** |  |

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*District Education Officer (Male)Primary,* ***LAKHI***

*Education & Literacy Department, Govt. of Sindh.*

For and on behalf of ***Supplier’s Name***

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Authorised Personnel*

*Name &Designation*

*Supplier’s Name and Stamp*

**4.PerformanceSecurity Form**

To: *[nameof Procuring agency]*

WHEREAS*[nameofSupplier]*(hereinaftercalled“theSupplier”)hasundertaken,inpursuance

of ContractNo. *[reference numberof the contract]* dated

*[description of goods and services](*hereinaftercalled“theContract”).

20 tosupply

ANDWHEREASithasbeenstipulatedbyyouinthesaidContractthattheSuppliershall furnishyouwith abankguaranteebyareputablebankforthesumspecifiedthereinas securityforcompliancewiththeSupplier’sperformanceobligationsinaccordancewiththe Contract.

ANDWHEREAS we haveagreed togive theSuppliera guarantee:

Therefore we herebyaffirmthatweareGuarantorsandresponsibletoyou,onbehalfof theSupplier,uptoatotalof*[amountoftheguaranteeinwordsandfigures],*andweundertaketo payyou,uponyourfirst writtendemanddeclaringtheSuppliertobeindefaultunderthe Contractandwithoutcavilorargument,anysumorsumswithinthelimitsof*[amountofguar- antee]*asaforesaid,withoutyourneedingtoproveorto showgroundsorreasonsforyour demandor thesumspecifiedtherein.

Thisguaranteeisvaliduntilthe day of 20 .

Signatureand sealof the Guarantors/bank

*[nameof bankor 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.BankGuarantee for Advance Payment**

To: *[nameof Procuring agency] [nameof Contract]*

Gentlemenand/or Ladies:

InaccordancewiththepaymentprovisionincludedintheSpecialConditionsofContract, whichamends Clause16oftheGeneralConditionsofContracttoprovideforadvance payment,*[nameandaddressofSupplier]*(hereinaftercalled“theSupplier”)shalldepositwiththe Procuringagency abank guaranteetoguaranteeitsproper andfaithfulperformanceunderthe saidClause of theContractin an amountof *[amount of guaranteein figuresand words]*.

We,the*[bankorfinancialinstitution]*,asinstructedbytheSupplier,agreeunconditionallyand irrevocablytoguaranteeasprimaryobligatorandnotassuretymerely,thepaymenttothe Procuringagencyonitsfirstdemandwithoutwhatsoeverrightofobjectiononourpartand withoutitsfirstclaimtotheSupplier,inthe amountnotexceeding*[amountofguaranteein figures and words]*.

Wefurtheragreethatnochangeoradditiontoorothermodificationofthetermsofthe Contracttobe performedthere underorofanyoftheContractdocumentswhichmaybe madebetweentheProcuringagencyandtheSupplier,shallinanywayreleaseusfromany liabilityunderthisguarantee,andweherebywaivenoticeofanysuchchange,addition,or modification.

Thisguaranteeshallremainvalidandinfulleffectfromthedateoftheadvancepayment receivedby the Supplierunder theContractuntil*[date]*.

Yourstruly,

Signatureand sealof the Guarantors

*[nameof bankor financial institution]*

*[address]*

*[date]*

**6.Manufacturer’sAuthorization Form**

**N/A**

[SeeClause13.3 (a) of theInstructionstoBidders.]To: *[nameof theProcuring agency]*

WHEREAS*[nameoftheManufacturer]* whoareestablishedandreputablemanufacturersof

*[nameand/or description of thegoods]*havingfactoriesat*[addressof factory]*

doherebyauthorize*[nameandaddressofAgent]*tosubmitabid,andsubsequentlynegotiateand sign theContract with youagainstIFB No. *[referenceof the Invitation to Bid]*forthe abovegoods manufacturedby us.

Wehereby extend our full guarantee and warranty as per Clause 15 of the General Conditionsof Contractforthegoodsofferedforsupplybytheabovefirmagainstthis Invitationfor Bids.

*[signaturefor and on behalf of Manufacturer]*

*Note:* ThisletterofauthorityshouldbeontheletterheadoftheManufacturerandshouldbe signed by a person competent and having the power of attorney to bind the Manufacturer. Itshouldbe included by theBidder initsbid.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | |  |  |  |  |
| **OFFICE OF THE** | | | | |
| **HEAD MASTER GBPS JHALI KALWARI, LAKHI** | | | | |
|  | | | | |
| **List for Purchase of School Library / Laboratory Items** | | | | |
| **Under SSB 2015-16** | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.#** | **Description** | **Estimated Quantity** | **Unitprice** | **Total Price** |
|  | **SCHOOL LIBRARY / LABORATORY ITEMS ITEMSMATERIAL** |  |  |  |
| 1 | 476-Dictionary (English to Sindhi) Elementary Learner (new edition, 6'\* 8')Hard bound | 1033 |  |  |
| 2 | 476-Dictionary (English to Urdu) Elementary Learner (new edition, 6'\* 8')Hard bound | 1033 |  |  |
| 3 | 476-Dictionary (English to English) (new edition, 6'\* 8')Hard bound | 1033 |  |  |
| 4 | 476-Vernier Caliper 150 mm Stain Less Steel China in Plastic Box | 5165 |  |  |
| 5 | 476-Children Encyclopedia Standard size and quality | 1035 |  |  |
| 6 | 476-History books (7' \* 9')Card bound Sindhi | 1035 |  |  |
| 7 | 476-History books (7' \* 9')Card bound Urdu | 1035 |  |  |
| 8 | 476-History books (7' \* 9')Card bound English | 1035 |  |  |
| 9 | 476-Kids Magazines | 10330 |  |  |
| 10 | 476-News Paper | 3141 |  |  |
| 11 | 476-Story book | 5165 |  |  |
| 12 | 476-Reference book | 1102 |  |  |
| 13 | 476-Physical balance 2 Pan with Weight Box China | 1997 |  |  |
| 14 | 476-Heart Model Plastic Molded China | 1033 |  |  |
| 15 | 476-Brain Model Plastic Molded China | 1309 |  |  |
| 16 | 476-Microscopic Lens | 5165 |  |  |
| 17 | 476-Bar Magnet Size 4" | 5165 |  |  |
| 18 | 476-U Shape Magnet | 5165 |  |  |
| 19 | 476-Spring Balance 500 Gram Local | 5165 |  |  |
| 20 | 476-Meter Scale Full Meter Scale made of MDF | 1033 |  |  |
| 21 | 476-Test tubes 18mm Dia, 6" Length | 12396 |  |  |
| 22 | 476-Prism 2" Glass | 10330 |  |  |
| 23 | 476-Pulley | 5165 |  |  |
| 24 | 476-Tripod Stand (iron) | 5165 |  |  |
| 25 | 476-Eye Model Plastic Molded China | 1033 |  |  |
| 26 | 476-Thermometer centigrade 110C | 10330 |  |  |
| 27 | 476-Thermometer Fahrenheit | 10330 |  |  |
| 28 | 476-Model of Teeth Plastic Molded China | 1033 |  |  |
| 29 | 476-Test tube stand Each Stand Have 12 Test Tube Capacity made of Plastic | 1033 |  |  |
| 30 | 476-Concave lens 2" 15CM | 10370 |  |  |
| 31 | 476-Convex lens 2" 15 CM | 10370 |  |  |
| 32 | 476-Torch Medium Size chargeable | 2066 |  |  |
| 33 | 476-Model of Stomach Plastic Molded China | 1033 |  |  |
| 34 | 476-Model of Lungs Plastic Molded China | 1033 |  |  |
| 35 | 476-Model of Ears Plastic Molded China | 1033 |  |  |
| 36 | 476-Aeesay Sindhi Seekhein (With CD) | 1033 |  |  |
| 37 | 476-A Comprehensive English Sindhi Dictionary | 1033 |  |  |
| 38 | 476-Directory of Language and Scripts of South Asia | 1033 |  |  |
| 39 | 476-Dictionary of Hematology | 1033 |  |  |
| 40 | 476-A Dictionary - Sindhi (Devnagri) and English | 1033 |  |  |
| 41 | 476-Faraizul Islam Sindh | 1033 |  |  |
| 42 | 476-Wild Life of Sindh (JungliJeewat) | 1033 |  |  |
| 43 | 476-Laree aenKachheeMahavra | 1033 |  |  |
| 44 | 476-Namira Sciensdana (Renowned Scientist) Vol:1 | 1033 |  |  |
| 45 | 476-Rahat ulMuamneen | 1033 |  |  |
| 46 | 476-Namira Sciensdana (Renowned Scientist) Vol:2 | 1033 |  |  |
| 47 | 476-Namira Sciensdana (Renowned Scientist) Vol:3 | 1033 |  |  |
| 48 | 476-Sangeet Sansaar | 1033 |  |  |
| 49 | 476-Sindh Jay QadeemAsaranJi Dictionary | 1033 |  |  |
| 50 | 476-Sindhi BoliAenLipiajoIthas | 1033 |  |  |
| 51 | 476-Sindhi Boli me Grammar NavesiaJiIrtqa | 1033 |  |  |
| 52 | 476-Sindhi LokGeet (Boli-a-jiOsar) | 1033 |  |  |
| 53 | 476-Sindhi Moli-BabatMaqalaAenMazmoon (Vol: 3) | 1033 |  |  |
| 54 | 476-Sindhi Boli-a-jo Grammar | 1033 |  |  |
| 55 | 476-Sindhi Language & Literature (A Brief Account) | 1033 |  |  |
| 56 | 476-Sindhi Language & Literature at a glance | 1033 |  |  |
| 57 | 476-Sindhi Language | 1033 |  |  |
| 58 | 476-Sindhi Proverbs: A linguistic and Socio-Cultural Study | 1033 |  |  |
| 59 | 476-Sindhi Sotiyat | 1033 |  |  |
| 60 | 476-Tijarat AenBankariJeeLughat | 1033 |  |  |
| 61 | 476-Wakt AenImtehan | 1033 |  |  |
| 62 | 476-Zabiha AenShikar | 1033 |  |  |
| 63 | 476-Zarai Science (FasulaBhajjyoonAemMeva) | 1033 |  |  |
| 64 | 476-Qanoon JiLughat | 1033 |  |  |
| 65 | 476-Urdu Sindhi Dictionary | 1033 |  |  |
| 66 | 476-Lughat-e-Lateefi | 1033 |  |  |
| 67 | 476-Jamai Sindhi Lughat Vol:1 | 1033 |  |  |
| 68 | 476-Jamai Sindhi Lughat Vol:2 | 1033 |  |  |
| 69 | 476-Library Book Gulshakar by Eng. A.B Sahito | 1033 |  |  |