

## Notice Inviting Bid/Tender

The Procurement Committee of Government Boys High School Khair Shah has received One Time Grant under school consolidation policy, and invites sealed bids for procurement of schools goods & supplies (Furniture & Fixture items and other items stipulated in bidding documents) under single stage one envelop procurement Process from interested bidders possess valid NTN and sales tax registration along with 3years work experience.

Bidding documents can be collected from given below address on submission of written request on any working day during office hours from 13-05-2016 to 28-05-2016 on payment of tender fee Rs. 500.00, in words rupees five hundreds through bank draft/ pay order drawn in favour of Head Master Government Boys High School Khair Shah. The bids will be received back on 30<sup>th</sup> May, 2016 at 3.30 pm and will be opened on same date at 4.00pm.

Bids should be submitted at the committee room of Teachers Resource Center, Nawabshah, District Shaheed Benazirabad, on or before the last date and time of bid submission. Received bids shall be opened at the same address in the presence of Procurement Committee of the School and Bidders or his/her representatives, who intends to present on given time above.

Bids must be accompany the 2% Bid Security in form of Pay Order/Bank Draft from any Scheduled Bank in favour of Head Master Government Boys High School Khair Shah

Under following conditions Bids will be rejected;

- (i) Conditional and telegraphic bids/tenders.
- (ii) Bids not accompanied with bid security of required amount and form.
- (iii) Bids received after the specified date and time.
- (iv) Bids of black listed firms.

In case of any unforeseen situation resulting in closure of on the date of opening or Government declares holiday the Tender shall be submitted/ opened on the next working day at the same time and venue.

No Tender/Bid documents shall be issued on the date of opening of the Tender.

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

GBHS KHAIR SHAH  
TALUKA SAKRAN *Nawabshah*  
SHAHEED BENAZIRABAD  
Contact No *0306-3208213*  
Email:acbranch.doe@gmail.com

**Chairman Procurement Committee**  
Government Boys High School Khair Shah  
District Shaheed Benazirabad,  
Region Shaheed Benazirabad,  
*Muhammad Aslam Bhanbho*  
**DDO**  
GBHS, Syed Khair Shah  
Taluka N/Shah Distt: SBA

**GOVERNMENT BOYS HIGH SCHOOL KHAIR SHAH**

**DISTRICT SHAHEED BENAZIRABAD**

**Procurement Plan (Non Development)**

**Procurement  
of Goods**

Serial No	Fund Head & Sub head	Name of work and break up	Allocated Funds and break up for different locations /sites	Items to be procured	Method of Procurement	Anticipated /Actual Date of Advertisement	Anticipated /Actual Date of Start	Anticipated /Actual Date of Completion	Remarks
A	B	C	D	E	F	g	h	i	J
1		Other	150,000	Various items	Single Stage one Envelop Process	May, 2016	May, 2016	May/June, 2016	
2		F&F	150,000	Various items	Single item one envelop	May, 2016	May, 2016	May/June, 2016	
3		Repair of office building	900,000	General Repair	Single item one envelop	May, 2016	May, 2016	May/June, 2016	

Approved and signed by the Head of Procuring Agency

  
**Muhammad Akbar Khan**  
**DDO**  
**GBHS, Syed Khair Shah**  
**Taluka Nishah Distt: SBA**



GOVERNMENT OF SINDH  
EDUCATION & LITERACY DEPARTMENT  
Karachi, dated 4<sup>th</sup> February, 2016

## NOTIFICATION

No.SO(G-III)/SSB/CRC/RSU/2013-14: In supersession of this departments notification of even no. dated 24<sup>th</sup> November, 2015 and in pursuance of Rule-31 of the Sindh Public Procurement Rules, 2010 (Amended 2013) and in accordance with Guidelines for Procurement of goods & other under School Specific Budget & School Consolidation, a Complaint Redressal Committee comprising of following officers is constituted as under to resolve complaints of aggrieved bidders with following TORs:-

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

### ToRs

- To perform according to Rules-31 of SPPRA, 2010 (Amended 2013);
- Perform any other function ancillary and incidental to above.

-SECRETARY TO GOVT. OF SINDH-

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

Karachi, dated 4<sup>th</sup> February, 2016

**Copy is forwarded for information & necessary action to:-**

- The Accountant General Sindh, Karachi / District Accounts Office, concerned with request to nominate officer for above mentioned committee.
- The Chairman/ Members of the committee.
- The Chief Program Manager, Reform Support Unit, Education & Literacy Department, Govt. of Sindh
- Master File

SECTION OFFICER (G-III) 4/2



Government of Sindh  
Education and Literacy Department  
Karachi, dated 16-02-2016

## NOTIFICATION

No. SO(G-III)/SSB-2/FW/01/12: In pursuance of Rule-7 of the Sindh Public Procurement Rules, 2010 (amended 2013), a Procurement Committee for Goods & Repair of office building under School Consolidation Policy comprising of following officers is hereby notified as under:

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

### Terms of Reference:

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

-SECRETARY TO GOVERNMENT OF SINDH-

No. SO(G-III)/SSB-2/FW/01/12

Karachi, dated the 16<sup>th</sup> February, 2016

A copy is forwarded for information and necessary action to:

1. Director School Education (Elementary, Secondary & Higher Secondary), Region.....
2. District Education Officer- (Elementary, Secondary & Higher Secondary),
3. Deputy District Education Officer (Elementary, Secondary & Higher Secondary),
4. Taluka Education officer (Elementary, Secondary & Higher Secondary)
5. All members of committee.
6. Assistant Engineer - Works & Services Department, concerned District
7. Office Order File.
8. Official Website.

SECTION OFFICER (G-III) 16/2

**OFFICE OF THE HEAD MASTER**  
**GOVERNMENT HIGH SCHOOL KHAIR SHAH**  
**, DISTRICT SHAHEED BENAZIRABAD**



**BIDDING DOCUMENTS**

*Procurement of School*

**Furniture & Fixture and Other items**

*Under School Consolidation Policy (One Time Grant of Campus Schools)*

*For Government High School Khair Shah*

*District: Shaheed Benazirabad Region: Shaheed Benazirabad,*

**For**

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

**PART-ONE**

**SECTION I. INSTRUCTIONS TO BIDDERS**

## PART-I SECTION I. INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

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

##### 1.1 Scope of Bid

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

##### 1.2 Source of Funds

Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

#### IB.2 Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

#### IB.3 Cost of Bidding

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

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

### **IB.9 Sufficiency of Bid**

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

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

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

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

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

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

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and



original shall prevail.

- 14.7 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialled and official seal be affixed by the person or persons signing the bid.
- 14.8 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

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

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

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

##### **IB.16. Opening of Bid by Procuring Agency:**

- 16.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

- vi. The Bids are generally in order.
- e. A bid will not be considered, if;
  - i. it is unsigned,
  - ii. its validity is less than specified, or correction for the same is not accepted by the bidders as per IB-14
  - iii. it indicates that Bid prices do not include the amount of income tax or others or shall be added/considered by the evaluation committee,
  - iv. it is not accompanied with bid security,
  - v. it is received after the deadline for submission of bids,
  - vi. it is submitted through fax, telex, telegram or email,
  - vii. it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
  - viii. the bidder refuses to accept arithmetic correction,
  - ix. The submitted bid is conditional,
  - x. It limits the bidder's obligation in any way under the contract.
- f. Detailed evaluation of financial bids.
  - i. Responsive unconditional bids shall be placed for evaluation and price adjustment, as;
    - a. **Correction of arithmetic errors;**  
 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices, the amount stated in the Form of Bid will be corrected by the Employer/Purchaser in accordance with the Corrected Bill of Quantities. Similarly in case of discrepancy between bidder's Quotation on his letter pad and rates quoted in bid document BoQ/ Schedule requirement lowest one shall be considered. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

### C. Clarification of Bids

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

### IB.17 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to Bidder/Suppliers or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidder/Suppliers will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and

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

**IB.21 Performance Security**

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

**IB.22 Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89)

## GENERAL CONDITIONS OF THE CONTRACT

### **1. Definitions;**

- a. In this Contract, the following terms shall be interpreted as indicated:
- b. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
- c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d. "The Goods" means all of the goods, supplies and equipment and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- e. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- f. "GCC" means the General Conditions of Contract contained in this section.
- g. "SCC" means the Special Conditions of Contract.
- h. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- i. "The Procuring agency's country" is the country named in SCC.
- j. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- k. "The Project Site," where applicable, means the place or places named in SCC.
- l. "Day" means calendar day.

### **2. Application**

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

### **3. Country of Origin**

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

### **4. Technical Specification**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

### **5. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC clause 5.1 except for purposes of performing the Contract.

temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take in to consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC
- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied
  - d) Goods;
  - e) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

## **14. Spare Parts**

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

the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract Amendments**

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

**20. Assignment**

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

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC Clause 3.

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

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages

**23. Liquidated damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

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

a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or If the Supplier fails to perform any other obligation(s) under the Contract.

b) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this clause:

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

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

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

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

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

## Notice Inviting Bid/Tender

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Bidding documents can be collected from given below address on submission of written request on any working day during office hours from 13-05-2016 to 28-05-2016 on payment of tender fee Rs. 500.00, in words rupees five hundreds through bank draft/ pay order drawn in favour of Head Master Government High School Khair Shah. The bids will be received back on 30<sup>th</sup> May, 2016 at 9.30 am and will be opened on same date at 10.00 am.

Bids should be submitted at the committee room of Teachers Resource Center, Nawabshah, District Shaheed Benazirabad, on or before the last date and time of bid submission. Received bids shall be opened at the same address in the presence of Procurement Committee of the School and Bidders or his/her representatives, who intends to present on given time above.

Bids must be accompany the 2% Bid Security in form of Pay Order/Bank Draft from any Scheduled Bank in favour of Head Master Government High School Khair Shah

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In case of any unforeseen situation resulting in closure of on the date of opening or Government declares holiday the Tender shall be submitted/ opened on the next working day at the same time and venue.

No Tender/Bid documents shall be issued on the date of opening of the Tender.

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

All applicable Government Taxes shall apply.

GHS KHAIR SHAH  
TALUKA NAWABSHAH  
SHAHEED BENAIZIRABAD  
Contact No  
Email:acbranch.doe@gmail.com

**Chairman Procurement Committee**  
GHS, KHAIR SHAH  
District Shaheed Benazirabad,  
Region Shaheed Benazirabad



**SECTION III. SPECIAL CONDITIONS OF CONTRACT**

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details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea way bill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each school-wise package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

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

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

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

GCC 13.1—Incidental services to be provided are:

N/A

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

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

***Sample provision***

GCC 15.2—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or \_\_\_\_\_ months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

or

- (b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_).

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

GCC 29.1—The Governing Language shall be:

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

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

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

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

—Supplier's address for notice purposes:

**Section V. Technical Specifications  
Furniture & Fixture items**

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

S.No	DESCRIPTION	SPECIFICATION OFFERED	Accounting unit
01	Computer Rack		
01	Computer Chair		
03	Executive Chair Made of Iron rod		
04	Office table made of iron rod with Glass on top		
05	Sofa set 5 seated		

**Other Items**

S.No	DESCRIPTION	SPECIFICATION OFFERED	Accounting unit
01	Ceiling Fan 56"		
02	Solar system of 05 plates		
03	Water pump (Rooter) 1"		
04	Water Dispenser		

**SECTION-VI**

**1. Bid Form and Price Schedules**

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

To:  
*District Shaheed Benazirabad*

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver XXXXXX items specified in and in conformity with the said Bidding Documents for the sum of *Rs. inwords* (RS.XXX) 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 \_\_\_\_\_ 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 120 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 \_\_\_\_\_

### 3. Form of Contract

This Contract (hereinafter called the "Contract") is made on this \_\_\_\_\_ day of \_\_\_\_\_ between [Name of procuring Agency] (hereinafter referred to as "the Procuring agency") of the First Part; and M/s [name of Supplier] of [city and country of Supplier] having its registered office at [address of the supplier] (hereinafter called "the Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions and Specific Conditions of this Contract hereinafter referred to as "Contract".
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:-
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Procuring agency's Notification of Award; and
  - (g) the Contract
3. In consideration of the payments to be made by the Procuring agency to the Supplier as here in after mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Sindh) through any corrupt business practice.
6. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance Of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors/bank

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

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

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

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

To: *[name of the Procuring agency]*

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

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

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

*[signature for and on behalf of Manufacturer]*

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