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Bids should be submitted at the office of undersigned, address mentioned below, on or before the last date and time of bid submission. Received bids shall be opened by the Procurement Committee of this School at the same address on the bid opening date and time as mentioned

Bid Security of 2% of the bid price must be accompanied by Financial Proposal in sealed envelope in form of Pay Order/Bank Draft from any Scheduled Bank in favor of undersigned.

Bids must be delivered to the address below on or before 03rd June, 2016 at 11:00 am. Bids will be opened in presence of bidders' representatives who choose to attend at 11:30 am same day. Bids will be rejected in case of following.

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

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. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice can also be downloaded from the SPPRA website: www.pprasindh.gov.pk

All applicable Government Taxes shall apply.

Address: Near Police Station Kandhra Phone:	5)
Email:	DDO/HEADMISTILESS
Fax:	Government Girls High School Kandhra

# PROCUREMENT PLAN

School Specific Budget 2015-16 Of Government Girls High

	Proposed date of completion of Procurement			30/5/2016		30/5/2016	30/5/2016	0,000	30/5/2016	30/5/2016	0102010	30/5/2016
	Date of Start			06/04/2016 30/5/2016		06/04/2016 30/5/2016	06/04/2016 30/5/2016	06/04/00/00	00/04/2016 30/5/2016	06/04/2016 30/5/2016		06/04/2016 30/5/2016
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	DDO Code	SU6610										
	Name of School	Government Girls High School Kandhra										
	Sr. No.	<u>~</u>										
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DDO / Headmastep Leanedwa Government Girls Heb School Ativathan District Sukkur





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

### **NOTIFICATION**

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

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

### Terms of Reference:

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

-SECRETARY TO GOVERNMENT OF SINDH-

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

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

### A copy is forwarded for information and necessary action to:

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

(Syed Qasim Akbar Nimai)

Section Officer (G-III)



# **BIDDING DOCUMENTS**

Procurement of School

1. In-Class Material

Under School Specific Budget 2015-16

For Government Boys High School Kandhra

District Sukkur Region: Sukkur,

For

EDUCATION & LITERACY DEPARTMENT, GOVERNMENT OF SINDH

GOVERNMENT BOYS HIGH SCHOOL ALIWAHAN DISTRICT SUKKUR, SUKKUR REGION SUKKUR

[Address :- Near Police Station Kandhra.] [Contact No.

### Table of Contents

PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS	2
Table of Clauses	3
PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT	20
Table of Clauses	21
PART TWO: PROCUREMENT SPECIFIC ROVISIONS	33
EVALUATION CRITERIA OF SCHOOL GOODS /MATERIAL TEMS	34
SECTION I. INVITATION FOR IDS	
Invitation for Bids	36
SECTION II. BID DATA HEET	38
SECTION III. SPECIAL CONDITIONS OF ONTRACT	
Table of Clauses	43
SECTION IV. SCHEDULE OF REQUIREMENTS	49
SECTION V. TECHNICAL SPECIFICATIONS	52
SECTION VI. SAMPLE FORMS	55

# Part One - Section I. Instructions to Bidders

### **Table of Clauses**

A. INTRODUCTION		
1. Source of Funds		
2. Eligible Bidders		
3. ELIGIBLE GOODS AND SERVICES		
4. Cost of Bidding.		
B. THE BIDDING DOCUMENTS		4
5. Content of Bidding Documents.		A
6. CLARIFICATION OF BIDDING DOCUMENTS		
7. Amendment of Bidding Documents	A Track that the said the said	
C. PREPARATION OF BIDS	The second secon	
8. Language of Bid		
9. Documents Comprising the Bid		
10. Bid Form		
12. Bid Currencies.	CONTRACTOR CONTRACTOR	
13. Documents Establishing Bidder's Eligibility and Qualification		
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents		
15. Bid Security.		
16. Period of Validity of Bids		
17. Format and Signing of Bid	1	(
D. SUBMISSION OF BIDS	1	
18. Sealing and Marking of Bids	1	
19. Deadline for Submission of Bids.		
20. Late Bids		
21. Modification and Withdrawal of Bids		
E. OPENING AND EVALUATION OF BIDS		
22. Opening of Bids by the Procuring agency		
22. Opening of Bids by the Procuring agency		
24. Preliminary Examination.		
25. Evaluation and Comparison of Bids.		
26. Contacting the Procuring agency.		
F. AWARD OF CONTRACT		
I AWARD OF CONTRACT		,
27. Post-qualification	1	
27. Post-qualification	1	7
27. Post-qualification	1 <sup>7</sup>	7
27. Post-qualification	1' 1' 18	7 8
27. Post-qualification	1' 1' 18 18	7 8 8
27. Post-qualification	1'181818	7 8 8 8

### **Instructions to Bidders**

### A. Introduction

# 1. Source of Funds

- 1.1 The Procuring agency has received provincial government funds towards the utilization for School Specific Buget 2015-16 under World Bank's Sindh Education Reform Project (SERP-II) it is intended that the proceeds of these funds will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the department will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

### 2. Eligible Bidders

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

of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

# 3. Eligible Goods and Services

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

# 4. Cost of Bidding

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

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

# 5. Content of Bidding Documents

- 5.1 the bidding documents include:
  - (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the

Performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the 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, or a statement of deviations and to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### 15. Bid Security

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

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

or

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

### 16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

### 17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

#### D. Submission of Bids

### 18. Sealing and Marking of Bids

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

### 19. Deadline for Submission of Bids

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

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

### 20. Late Bids

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

### E. Opening and Evaluation of Bids

### 22. Opening of Bids by the Procuring agency

- 22.1 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.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

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

# **Bids**

23. Clarification of 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought. offered, or permitted.

### 24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

### Comparison of **Bids**

- 25. Evaluation and 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
  - 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
    - incidental costs (a)
    - delivery schedule offered in the bid; (b)
    - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
    - the cost of components, mandatory spare parts, and service;
    - the availability Procuring agency of spare parts and aftersales services for the equipment offered in the bid:
    - the projected operating and maintenance costs during the (f) life of the equipment;
    - the performance and productivity of the equipment offered; (g)
    - other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
  - 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
    - Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

### (b) Delivery schedule.

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

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Schedule of Requirements.

or

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

or

(ii) The SCC stipulates the payment schedule offered by

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

- (e) Performance and productivity of the equipment.
  - (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized additional operating costs over the life of the plant, using the methodology specified in the Sheet or in the Technical Specifications.

or

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

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

#### Alternative

### 25.4 Merit Point System:

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

- 26. Contacting the Procuring agency
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes

to bring additional information to the notice of the Procuring agency, it

should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### F. Award of Contract

### 27. Postqualification

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

### 28. Award Criteria

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

determined to be qualified to perform the contract satisfactorily.

- 29.Procuring
  agency's Right
  to Vary
  Quantities at
  Time of Award
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and the Procuring agency.
- 33 Performance Security
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

# 34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the agency of the benefits of free and open competition;
    - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
    - (c) will declare a firm ineligible, either indefinitely 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 fraudulent practices in competing for, or in executing, a Government-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II. General Conditions of Contract

### **Table of Clauses**

1. Definitions	
2. Application	
3. Country of Origin	
4. Technical Specification.	
5. Use of Contract Documents and Information; Inspection and Audit by the overnment	23
6. Patent Rights	
7. Performance Security	
8. Inspections and Tests	
9. Packing.	
10. Delivery and Documents	
11. Insurance	
12. Transpor-tation	
13. Incidental Services.	
14. Warranty	
15. Payment	
16. Prices	
17. CHANGE ORDERS.	
18. Contract Amendments	
19. Assignment.	
20. Subcontracts	
21. Delays in the Supplier's Performance	29
22. Liquidated Damages	
23. Termination for Default	
24. Force Majeure.	
25. Termination for Insolvency.	
26. Termination for Convenience	
27. Resolution of Disputes.	
28. Governing Language.	
29. Applicable Law	
30. Notices.	
31. Taxes and Duties	

### **General Conditions of Contract**

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

not superseded by provisions of other parts of the Contract.

# 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and 'further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the 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 employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

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

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

### 9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into 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 Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

### 13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) 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
- (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.
- 13.2 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:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material by the Procuring agency's specifications) or from omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the \$upplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

### 16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

### 17. Prices

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

### 18. Change Orders

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

made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

### 19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the agency's prior written consent.

  Procuring

#### 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.
- 21.2 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 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

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

### Damages

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

### 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
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

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

### 25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 26. Termination for Insolvency

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

# 27. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the

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

 (a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

# 28. Resolution of Disputes

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

### 29. Governing Language

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

### 30. Applicable Law

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

### 31. Notices

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

### 32. Taxes and Duties

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

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	PART TWO (PRO	OCUREMENT SPECIF	IC PROVISIONS)	
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### **Evaluation Criteria For School Specific Buget 2015-16**

Sr#	Evaluation Parameters		Total	Brief
	Company / Firm / Individual Information		Marks	
	Required Field	Marks		
	* No of Years in Business	10		02 marks for each year in business (Max 10)
	* Annual Turnover in Millions	15		0.75 marks per million turnover (Max 15)
1	* NTN Registration Certificate	10	45	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.
	Financial Capabilities			
	Income Tax Annual Returns of 5 Years	10		02 marks on production of each year Tax paid Returns (Max 10)
3	Audited Financial Statements of 5 years	5	25	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

Section I. Invitation for Bids

5						w
Phone:	×.	No: GGHS Sukkur	S/GIRLS /SSB/- date		/2016, 5 <b>/201</b> 6.	36
Fax:	GOVE	OFFICE OF	THE HEADM RLS HIGH SCH SUKKUR		OHRA	,
Email: Website:	Notice	Inviting Bi	d/Tender			
The Sealed tenders are in Budget 2015-16 as per si						ecific
Package Description	Quantity & Specifications	Bid Submission Date & time	Technical Bid opening date & Time	Financial Bi opening date time	id	
In-Class material items	Refer to Bidding Documents	04/06/2016 11:00 AM	04/06/2016 11:30 AM	06/6/2016 1:00 PM		
The Bidding documents application, upon payme separately through bank Bids should be submitted date and time of bid subschool at the same addre Bid Security of 2% of the form of Pay Order/Bank Bids must be delivered to opened in presence of bid Bids will be rejected in c. (i) Conditional and tel	ont of non-refundated draft / pay order of draft / pay order of draft the office of mission. Received as on the bid open the bid price must be Draft from any School to the address belief ders' representations of following.	drawn in favor of undersigned, and bids shall be of ing date and time accompanied heduled Bank in the own on or befores who choose	of undersigned from the of undersigned from the of undersigned from the presence as mentioned as the presence as mentioned as the presence of undersigned from the original presence of th	ousand) for each on the address below, on or ocurement Coabove.  roposal in sea igned.  6 at 11:00 ar	each docus s given be before the mittee of led envelo	iment clow. ne last of this

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. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice can also be downloaded from the

DDO / HEADMISTRESS Government Girls High | School Kandhra

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

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

(iv) Bids of black listed firms.

SPPRA website: www.pprasindh.gov.pk

Address: Near Police Station Kandhra

All applicable Government Taxes shall apply.

Phone: \_\_\_\_\_Email: \_\_\_\_\_

Section II. Bid Data Sheet

#### **Bid Data Sheet**

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

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

	Introduction
ITB 1.1	Director of Schools Education (Secondary) Sukkur Region Sukkur
ITB 1.1	Name of Contract/ Project.
	Procurement of School [Inclass Material & Furniture & Fixture] Items for Secondary & Higher Secondary Schools of District Sukkur, Region Sukkur
ITB 4.1	Head Master / Head Mistress / Principal Govt. Boys / Girls High/ Higher Sec. School District Sukkur, Education & Literacy Department, Government of \$indh.
ITB 8.1	Language of the bid. English

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

	Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements as per criteria mentioned.	
ITB 14.3 (b)	N/A	
ITB 15.1	Amount of bid security.	-
	2% of Total Bid Price.	
ITB 16.1	Bid validity period.	
	60 (Sixty) Days	
ITB 17.1	Number of copies. One Original along with one photocopy.	
ITB 18.2 (a)	The Head Master / Head Mistress - Govt. Boys / Gi Higher Sec. School	District
	Sukkur	[Office
	address	_1,
ITB 18.2 (b)	IFB title and number.	
ITB 19.1	Deadline for bid submission is [Date at 11:00 a	m
ITB 22.1	,, p	A.M on n NIT

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

	Or
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation,
	or
Option (iii)	adjustment expressed as a percentage
ITB 25.4 (c) (ii)	Deviation in payment schedule. N/A
ITB 25.4 (d)	Cost of spare parts.
	N/A
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.
	N/A
ITB 25.4 (f)	Operating and maintenance costs.
	Factors for calculation of the life cycle cost:  (i) number of years for life cycle [it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]; N/A  (ii) operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements]; N/A  (iii) maintenance costs [e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs]; N/A and  (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to value. N/A  or  Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents.  [The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]
ITB 25.4 (g)	Performance and productivity of equipment.
	10% of the award contract price.
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical
	Specifications.
ITB 25.4 Alternative	Specify the evaluation factors. As mentioned evaluation criteria
	Contract Award
ITB 29.1	Percentage for quantity increase or decrease.
	15 %.

**Section III. Special Conditions of Contract** 

## **Table of Clauses**

1. Definitions (GCC Clause 1)	11
2. COUNTRY OF ORIGIN (GCC CLAUSE 3)	11
3. Performance Security (GCC Clause 7)	11
4. Inspections and Tests (GCC Clause 8)	12
5. Packing (GCC Clause 9)	12
6. Delivery and Documents (GCC Clause 10)	
7. Insurance (GCC Clause 11)	
8. Incidental Services (GCC Clause 13)	13
9. Warranty (GCC Clause 15)	13
10. Payment (GCC Clause 16)	14
11. Prices (GCC Clause 17)	15
12. LIQUIDATED DAMAGES (GCC CLAUSE 23)	15
13. RESOLUTION OF DISPUTES (GCC CLAUSE 28).	15
14. GOVERNING LANGUAGE (GCC CLAUSE 29)	15
15. Notices (GCC Clause 31)	15

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

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

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

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

GCC 1.1 (g)—The Procuring agency is:

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

GCC 1.1 (i)—The Supplier is:

#### Sample Provision

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

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

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

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

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

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

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

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

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

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

#### Sample provision

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

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

#### Sample provision (DDP terms)

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

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount:
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, 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 sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

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

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

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

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

#### Sample provision

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

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

or

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

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

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

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

#### Sample provision

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

#### Payment for Goods supplied:

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

- (i) Advance Payment: There is no provision for any advance payments to suppliers under School Specific Budget of Campus Schools procurement.
- (ii) On Shipment: There is no provision for payments on shipment under School Specific Budget of Campus Schools 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 of Campus Schools funds to the Education Department.

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

#### Sample provision

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

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

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

GCC 23.1—Applicable rate:

Maximum deduction:

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

N/A

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

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

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

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

GCC 29.1—The Governing Language shall be:

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

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

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

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

—Supplier's address for notice purposes:

Section IV. Schedule of Requirements

#### **Schedule of Requirements**

#### Delivery schedule and specifications:

The supplies shall be delivered by the vendor as the per the instructions of Head Master Government Boys High School Aliwahan], [Region Sukkur District Sukkur and School Procurement Committee for the same school. The items should be delivered in "single school-wise" package 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	GOVERNMENT BOYS HIGH SCHOOL ALIWAHAN	2015-16	Within 15 days from the date of Contract.

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Sr.No.	Description of Item	Estimated Quantity	Total No. of Boxes /items to be delivered (School-wise) as per schedule	Destination	Delivery schedule
01	White Board	22	As per contract / supply order.		
02	Soft Board	12	Do	Govt. Comprehensi ve Higher Sec. School Sukkur	Within 15
03	Wall Clock Digital	30	Do		days from the
04	Map All Kinds of Charts Pena Flex	20	Do		Contract
05	All Subject Charts Pena Flex	200	Do		
06	Duster	100			
07	Chalk Cartoon	04			
08	World Globe	06			
09	Marker Removable	40 Dzn			,
10	Pena Flex Screen With Stand	02			

11	Projector	01		
12	Projector Screen	01		2
13	Ceiling Fans	10		
14	Echo Sound System	4		

Section V. Technical Specifications



## GOVERNMENT BOYS HIGH SCHOOL ALIWAHAN

# Technical Specifications <u>List for Purchase of In-Class Material</u> Under School Specific Budget Year 2015-16

S.No	DESCRIPTION	SPECIFICATION OFFERED	ACCOUNTING UNIT			
In-Cass Material						
01	White Board	**************************************				
02	Soft Board					
03	Wall Clock Digital					
04	Map All Kinds of Charts Pena Flex					
05	All Subject Charts Pena Flex					
06	Duster	8				
07	Chalk Cartoon					
08	World Globe					
09	Marker Removable					
10	Pena Flex Screen With Stand					
11	Projector					
12	Projector Screen					
13	Ceiling Fans					
14	Echo Sound System					

#### **REQUIRED SPECIFICATION OF ITEMS UNDER SSB 2014-15**

475-Inclass Material and Supplies			
S.NO	NAME OF ITEM WITH SPECIFICATION.		
1	475-Mathematical board Size 4 x 3 ft made of Chipboard 3/4 " Edges sealed with PVC Lipping International Standard, Wall Hanging Hooks		
2	475-Abacus (small) 1 to 100 PVC Balls different Colors, Wooden Frame (China/ Equavalent)		
3	475-Abacus (medium) 1 to 100 Balls different Colors made of Iron Frame in Rectangular Size 18 x 24" & Balls Rods made of Iron		
4	475-Abacus (large) 1 to 100 Balls different Colors made of Iron Frame in Rectangular Size 24 x 30" & Balls Rods made of Iron		
5	475-Map stand (small) Frame made of Iron Size		
6	475-Map stand (medium)		
8	475-Soft board (small)Size: 3 X 4 ft, made of Soft board and hardboard 18mm thick with U Shape Channel aluminum angle frame with hanging hook & Blazer Cloth		
9	475-Soft board (medium) Size: 4 X 6 ft, made of Soft board and hardboard 18mm thick with U Shape Channel aluminum angle frame with hanging hook & Blazer Cloth		
11	475-Number Blocks PVC Blocks 1 to 100 size 2 x 2" each block Local Made		
12	475-English alphabets chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks		

13	475-Urdu alphabet chart Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks
14	475-Puzzles Standard size made of Plastic/ Rubber (local made)
15	475-Globe Made of Plastic, size 3 x 3" with Stand
16	475-Globe Made of Plastic, size 6 x 6" with Stand
17	475-Compass Needle Size 1/2" made of Plastic
18	475-Life cycle charts Made of Panaflex size 24 x 30" with 2 Wooden Rod with hanging Hooks
19	475-Flash cards animals Best Quality Standard size(4*6)printed on card lamimted packet in box
20	475-Flash cards birds Best Quality Standard size
21	475-Flash card sea animals Best Quality Standard size
22	475-Flash cards insects Best Quality Standard size
23	475-White Board Size: 4 X 6 ft, made of MDF 16mm thick with U Shape Channel aluminum angle frame with hanging hook
24	475-Stand Board with clips sheet Board Size 18 x 24" with Iron Stand in Regtangular Pipe
25	475-Pena flex screen with stand 60 x 60" with Tripod Stand imported (Local Quality)

27	475-Brush for Drawing (Stable Fair) Set of 12 Brush 0 to 10 no.(Local Quality)	
28	475-Water Colour 12 Colors	
29	475-Drawing Board Made of Wood size 14 x 18" with Rubber Sheet	
30	475-Drawing Paper Ream 80gm, A2 (420*594)Local Quality	
31	475-Drawing frames with other material 2x2. ½	
32	475-Colour Mixing Plate Plastic Big Size (Local Quality)	
33	475-Drawing Sheet 20x30 (Local Quality)	
34	475-Tracing Paper Pocket	
35	475-Remover Duster Wood Piece with Carpet Size 2 x 6"	
36	475-Piece of Cloth (In Meters) Local Quality	
37	475-Oil Colour Set of 12 Colors Box in Medium Size(Local Brand)	
38	475-Oil Colour (Three Basic Quarters) Local Brand	
39	475-Powder Colour Bottle medium-Local Brand	

40	475-Colorful papers Chart Paper Size 20 x 30" A2
41	475-Land Skip Charts (Pena Flex) 20 x 30"( Local Quality)
44	475-Pair of Scissor Size 9" & 12" in Each Pair made of steel with Plastic Cover
45	475-World Globe Full Size 16 x 16" in Plastic with Rolling Stand
46	475-Province Map made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
47	475-Country Map made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
48	475-World Map made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
50	475-Wall Clock (Digital) 10 x 12" Operated in AA Batteries(Toshiba OR Equivalent)
52	475-Marker Removable (White Board Marker/Board Marker) Standard Size
53	475-Florescent Colour
54	475-District Map made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
55	475-Taluka Map made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
56	475-Projector Screen Screen Size 60 x 60" Panaflex with Tripod Stand Imported

57	475-ABC Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
58	475-Sindhi Alphabet Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
59	475-Colors Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
60	475-Animals Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
61	475-Birds Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
62	475-Body Parts Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
63	475-Fruit Chart Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
64	475-Vegetable Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
65	475-Table Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
66	475-Geometrical Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
67	475-Shapes Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
68	475-Transport Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
69	475-National Heroes Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks

70	475-Brief History Photo Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
71	475-Sindhi Spelling Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
72	475-Phonic Spelling Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
73	475-Numeracy Vocabulary Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
74	475-Short Vowel Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
75	475-Long Vowel Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
76	475-Counting Rhymes Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
77	475-Cursive Writing Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
78	475-Punctuation Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
79	475-English Skill Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
80	475-Grammar and Punctuation Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
81	475-Verb and Punctuation Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
82	475-Life Skill Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks

83	475-Mental Math Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
84	475-Metric Unit and Measurement made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
85	475-Multiplication Division Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
86	475-Fraction Decimal Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
87	475-Geometry Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
88	475-Multiplication Square Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
89	475-2D Shapes Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
90	475-3D Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
91	475-Fraction Decimals% Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
92	475-Geometry Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
93	475-Calories Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
94	475-Earth History Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
95	475-Every Day Science Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks

96	475-Fruit Chart let Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
97	475-Height Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
98	475-Human Body Health Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
99	475-Skeletal @Muscular Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
100	475-Digestive System Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
101	475-Nervous System Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
102	475-Respiratory System Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
103	475-Cardio Vascular System Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
104	475-Insect Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
105	475-Vegetable Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
106	475-Fruit Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
107	475-Space Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks
108	475-The Planet Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks

109	475-Earth Moon Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
110	475-Volume Factors Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
111	475-Building a Healthy Boy Balancing Feed and Exercise Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
112	475-Part of Cell Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
113	475-Periodic Table of the Element Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
114	475-10 Ways To Be A Good Student Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
115	475-Symbol of Math Chart made of Panaflex Size 20 x 30" with two Wooden Rod and Hanging Hooks		
116	475-Others		
117	White Chalks:Pack of 12 small boxes,each of 20 sticks		
118	Iron Slate:(Thick iron state,22 Guage)(10*8)		

Section VI. Sample Forms

# Sample Forms

	BID FORM AND PRICE SCHEDULES.	
2.	BID SECURITY FORM	 28
3.	CONTRACT FORM	 29
4.	Performance Security Form	 31
5.	BANK GUARANTEE FOR ADVANCE PAYMENT.	 32
6.	Manufacturer's Authorization Form	 33
7.	List for Purchase of School Furniture & Fixture	
ite	ms	

## 1. Bid Form and Price Schedules

To,

[Name and address of School Procuring the items]	
Respected Sir/Madam	
Having examined the Bidding Documents, the receipt of which is he acknowledged, we, the undersigned, offer to supply and deliver <u>School Furnituretc.</u> specified in and in conformity with the said Bidding Documents for the set <u>[Total Bid amount in words and figures]</u> or such other sums as may be ascended accordance with the Schedule of Prices attached herewith and made part of this bid	e & Fixture um of Rs. ertained in
We undertake, if our Bid is accepted, to deliver the goods in accordance delivery schedule specified in the Schedule of Requirements.	e with the
If our Bid is accepted, we will obtain an unconditional guarantee of a bank equivalent to 5% of the Contract Price for the due performance of the Contract, i prescribed by the Procuring agency.	
We agree to abide by this Bid for a period of 120 days from the date fix opening under Clause 22 of the Instructions to Bidders, and it shall remain binding and may be accepted at any time before the expiration of that period.	The second secon
Until a formal Contract is prepared and executed, this Bid, together with you acceptance thereof and your notification of award, shall constitute a binding between us.	
We understand that you are not bound to accept the lowest or any bid you may Commissions or gratuities, if any, paid or to be paid by us to agents relating to the to contract execution if we are awarded the contract, are listed below:	
Name and address of bidder Amount and Currency Purpose of Commi gratuity	ssion or
	1

(if none, state "none")			
Dated this	day of		
[signature]			
[in the capacity of]			
Duly authorized to sign	Bid for and on behalf of	•	

# Price Schedule in Pak. Rupees

Name of Bidder			IFB Number			Page	Page of	
1	2	3	4	5	6	7	8	
S.No	Description	Country of origin	Estimated Quantity	Unit price DDP named place		TOTAL DDP per Item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required	
1	White Board	Pakistan	22					
2	Soft Board	Pakistan	12					
3	Wall Clock Digital	Pakistan	30					
4	Map All Kinds of Charts Pena Flex	Pakistan	20					
5	All Subject Charts Pena Flex	Pakistan	200					
6	Duster	Pakistan	100					
7	Chalk Cartoon	Pakistan	4					
8	World Globe	Pakistan	6					
9	Marker Removable	Pakistan Pakistan	40 Dzn					
10	Pena Flex Screen With Stand	*	2					
11	Projector	Pakistan	1					
12	Projector Screen	Pakistan	- 1					
13	Ceiling Fans	Pakistan	10					
14	Echo Sound System	Country of origin	5					

Signature of Bidder \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

# 2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated for the supply of Inclass Material & School Furniture & Fixture Items (under SSB 2015-16) (hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto DSE (hereinafter called "the Procuring agency") in the sum of for which payment well to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this
THE CONDITIONS of this obligation are:
<ol> <li>If the Bidder withdraws its Bid during the period of bid validity specified by the on the Bid Form; or</li> </ol>
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
<ul> <li>(a) fails or refuses to execute the Contract Form, if required; or</li> <li>(b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;</li> </ul>
we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.
[signature of the bank]

## 3. Form of Contract

This Contract (hereinafter called the "Contract") is made on this 20th day of August 2014 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 [Furniture & Fixture Items / In Class Material / Library and Laboratory / Sport 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 hereinafter 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 form Government of the Sindh or any administrative subdivision or agency thereof or any other entity owned or

controlled by it (Government of the Sindh) through any corrupt business practice.

6. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Sindh under any law, Contract or other instrument, be void able at the Option of Government of the Sindh.

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

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

Name and Designation	Date and Signature
HEADMISTRESS GOVERNMENT GIRLS HIGH SCHOOL KANDHRA	
If applicable Mr. Mrs DDO - Head Master / Mistress Govt. Boys/ Girls High School [Address]	

For and on behalf of Supplier's Name

Authorised Personnel Name & Designation Supplier's Name and Stamp

# 4. Performance Security Form

To: [name of Procuring agency]	
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in of Contract No. [reference number of the contract] dated	
AND WHEREAS it has been stipulated by you in the said Contract that the Sup furnish you with a bank guarantee by a reputable bank for the sum specified security for compliance with the Supplier's performance obligations in accordance Contract.	therein as
AND WHEREAS we have agreed to give the Supplier a guarantee:	
Therefore we hereby affirm that we are Guarantors and responsible to you, on bel Supplier, up to a total of [amount of the guarantee in words and figures], and we underta you, upon your first written demand declaring the Supplier to be in default Contract and without cavil or argument, any sum or sums within the limits of [amountee] as aforesaid, without your needing to prove or to show grounds or reasons demand or the sum specified therein.  This guarantee is valid until theday of	ike to pay under the unt of guar-
[name of bank or financial institution]	
[address]	-
[date]	

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

# 5. Bank Guarantee for Advance Payment N/A

To: [name of Procuring agency]	
[name of Contract]	
Gentlemen and/or Ladies:	
In accordance with the payment provision included in the Special Conditions of Contract which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].	ce he
We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally are irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part are without its first claim to the Supplier, in the amount not exceeding [amount of guarantee figures and words].	he nd
We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from an liability under this guarantee, and we hereby waive notice of any such change, addition, a modification.	oe 1y
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].	nt
Yours truly,	
Signature and seal of the Guarantors	
[name of bank or financial institution]	
[address]	
[date]	

# 6. Manufacturer's Authorization Form N/A

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

To: [name of the Procuring agency]

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

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

We hereby extend our full guarantee and warranty as per Clause 15 of the 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]

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.



# Financial Proposal Tender

# GOVERNMENT GIRLS HIGH SCHOOL KANDHRA DISTRICT SUKKUR

List for purchase of schools In - Class Room Material Items Under SSB for the year 2015-16

Sr No:	Name Of Items	Estimated Qty	Unit Price	Total Price
01	White Board	22		
02	Soft Board	12		
03	Wall Clock Digital	30		
04	Map All Kinds of Charts Pena Flex	20		
05	All Subject Charts Pena Flex	200		
06	Duster	100		
07	Chalk Cartoon	04		
08	World Globe	06		
09	Marker Removable	40 Dzn		
10	Pena Flex Screen With Stand	02		
11	Projector	01		
12	Projector Screen	01		
13	Ceiling Fans	10		
14	Echo Sound System	5		