

**BIDDING DOCUMENTS FOR PROCUREMENT FROM
SCHOOL SPECIFIC BUDGET & ONE TIME GRANT
(RATE CONTRACT TENDER)**

A09601-Plant & Equipments (SSB & OTG)



***SCHOOLS EDUCATION DEPARTMENT
DISTRICT SUJAWAL***



**OFFICE OF THE DISTRICT EDUCATION OFFICER ELEMENTARY /
SECONDARY & HIGHER SECONDARY (SUJAWAL) (Sindh)**

No: DEO/E.S.H.S/SUJ/-(ADMN) OF 2016-17, Dated 12 /04 /2017

Email: imrafique74@gmail.com

Mobile No: 0300-3440439

To

The Managing Director,
SPPRA, Government of Sindh, Karachi

Subject **REQUEST FOR HOISTING OF TENDER NOTICE**

Find enclosed herewith NITs (Tender Notice), Procurement committee, Redressal Committee Procurement Plan and Standard of Bidding documents Technical and Financial Proposal.

You are therefore kindly requested for hoisting of Tender Notice on SPPRA Website, Government of Sindh and Oblige.

DISTRICT EDUCATION OFFICER
ELEMENTARY SECONDARY HIGHER
SECONDARY / CHAIRMAN
PROCUREMENT COMMITTEE
DISTRICT SUJAWAL

C.C to

1. P.S to Secretary, Education & Literacy Department, Government of Sindh Karachi
2. P.S to C.P.M RSU Karachi
3. P.S to Director, Schools Education Elementary, Secondary Higher Secondary, Hyderabad, Region Hyderabad
4. Member of Procurement Committee



**OFFICE OF THE DISTRICT EDUCATION OFFICER ELEMENTARY /
SECONDARY & HIGHER SECONDARY (SUJAWAL) (Sindh)**

No: DEO/E.S.H.S/SUJ/-(ADMN) OF 2016-17, Dated 12 / 04 / 2017

Email: imrafique74@gmail.com

Mobile No: 0300-3440439

To

The Director,
Information and Advertisement
Sindh, Karachi.

Subject **REQUEST FOR PUBLICATION OF TENDER NOTICE**

Find enclosed herewith 05 five copies of NITs (Tender Notice), for publication in 03 three leading daily Newspapers i.e English, Urdu and Sindhi, the Charges advertisement will be paid by the Director, Schools Education, Elementary, Secondary and Higher Secondary, Hyderabad, Region Hyderabad, Letter Copy is enclosed with this.

You are therefore kindly requested for publication of Tender Notice and Oblige.

DISTRICT EDUCATION OFFICER
ELEMENTARY SECONDARY HIGHER
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**OFFICE OF THE DISTRICT EDUCATION OFFICER ELEMENTARY /
SECONDARY & HIGHER SECONDARY (SUJAWAL) (Sindh)**

No: DEO/E.S.H.S/SUJ/-(ADMN) OF 2016-17, Dated 12 / 04 / 2017

Email: imrafique74@gmail.com

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TENDER NOTICE

The Chairman Procurement Committee, District Education Officer (Elementary Secondary & Higher Secondary Sujawal), invites sealed tenders for Installing Solar Panel Complete for whole year 2016-17, ended on 30th June 2017. However orders shall be placed by the Schools institutions as per their specific Budget. List is provided in the bidding document, as per single stage two envelop Procurement process of SPPRA rules:-.

The last date and Time

Sr. No	Description of Tender	Quantity/ Specification	Last Date and Time for Bid Submission	opening time of Technical Bid	opening time of Financial Bid
01	SSB & OTG Solar Panel Complet	Refer Bidding Document	02.05.2017 11:00 AM	02.05.2017 12:00 Noon	05.05.2017 03:00 PM

Bidding document can be obtained on submission of a written application, upon payment of non-refundable fee of **Rs. 1000/= (One Thousand Only)** of each bidding documents through Bank Draft/ Pay order in favor of District Education Officer Elementary Secondary & Higher Secondary Sujawal, from below order on 9:00 am to 4:00 pm, after the publication of notice inviting till closing thereof.

Bid should be submitted at the office of District Education Officer Elementary Secondary & Higher Secondary Sujawal, on or before the last date and time of Bid of submission. Received bids shall be opened at the same address on the Bid date & time as mentioned above.

Bid Security of 2% of the Bid price must be accompanied by Financial proposal seal envelop pay order from any Bank in favor of District Education Officer Elementary Secondary & Higher Secondary Sujawal.

Bids will be rejected if following conditions do not meet:

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

The procuring agency reserves the rights to accept or reject any tender or to enhance the quantity. The cost of additional quantities of items shall not exceed 15% of the Original Contract amount, quantity subject to the relevant provision of SPPRA Rules 2010. No bids shall be entertained after the last bid submission date and time as mentioned above. The Tender Notice can be also be downloaded from the SPPRA website: www.spprasindh.gov.pk

All applicable Government Taxes shall apply.

DISTRICT EDUCATION OFFICER
ELEMENTARY SECONDARY HIGHER
SECONDARY / CHAIRMAN
PROCUREMENT COMMITTEE
DISTRICT SUJAWAL



**OFFICE OF THE DISTRICT EDUCATION OFFICER ELEMENTARY /
SECONDARY & HIGHER SECONDARY (SUJAWAL) (Sindh)**

No: DEO/E.S.H.S/SUJ/- (ADMN) OF 2016-17, Dated / / 2017

Email: imrafique74@gmail.com

Mobile No: 0300-3440439

BIDDING DOCUMENTS FOR INSTALLATION OF COMPLETE SOLAR PANEL,
FROM ONE TIME GRANT AND SCHOOL SPECIFIC BUDGET
(RATE CONTRACT BASIS)

Cost of Tender Documents	Rs:- 1000/= One Thousand only Non-refundable
Tender Selling Date	17 th April to 1 st May 2017
Tender Submission Date and Time	2 nd May 2017 @ 11-00 am
Tender Submission Place	District Education Officer, Elementary / Secondary & Higher Secondary Sujawal, @ Govt. (B) High School Sujawal
Tender Opening Date and Time	2 ND May 2017 @ 12-00 Noon
Tender Opening Place	District Education Officer, Elementary / Secondary & Higher Secondary Sujawal, @ Govt. (B) High School Sujawal.

01- INSTRUCTIONS FOR PREPARATION OF BID

- 01.01 Bidder are required to comply with all the clauses mention in the Terms and conditions of the bid documents and any deviation will forexpel bid them from competing in the Tender.
- 01.02 The quoted rates should be in Pak Rupees. **Bid shall be valid for 60 days** from the date of opening of bid. The bid shall be inclusive of the all applicable duties and taxes/ transportations etc, and all other expenses on free delivery to consignee's and at the school institutions as enclosed list throughout District.
- 01.03 Quoted price shall be in figures and words both, if discrepancies between two, prices quoted in words shall prevail
- 01.04 The bidders shall sign a rate contract for whole year 2016-2017, **ended on 30th June 2017**. However order shall be placed by the school/ institutions as per their specific budget and policy of Education Department, Government of Sindh Karachi.
- 01.05 The Tender shall be submitted with all documents and sealed envelopes. Envelops must contain tender inquiry No. on the top. The name of bidder should be affixed on the face of the envelope on the left side. The bidder should prepare the tender in form of Technical and Financial proposals separately in accordance with rule 46 (2) SPPRA rule 2010, amended 2013. The envelope should be marked Technical Proposals and Financial Proposals in Bold and legible letters to avoid confusion. Envelops should be sealed and addressed to the Chairman District Procurement Committee, District Jamshoro and submitted in tender box on the scheduled date and time
- 01.06 Any alteration / correction must be initiated and each page is to be signed and stamp at the bottom

- 01.07 The Schedule is prepared with the generic name however the bidder may also mention the brand name against the generic name
- 01.08 I items have to be quoted duly filled stamped and signed by the authorized bidder

Note: - No tender will be accepted after closing of the Tender Box, what so ever reason may be.

02- Technical proposal should have the following documents

- 02-01 Original tender receipt
- 02-02 Photocopy of pay Order / demand draft of earnest money in which should not be readable otherwise the bid ignored.
- 02-03 NTN / Income Certificate
- 02-04 Professional Tax Certificate
- 02-05 GST Registration Certificate, if applicable
- 02-06 SRB Sindh Revenue Board
- 02-07 Bidder should submit documentary evidence that can perform over all business of more than / equal to Rs:-50.00 Million, which is mandatory requirement otherwise bid will be rejected

03-Financial proposals should have the following documents

- 03-01 Original pay order / Bank draft of earnest money
- 03-02 Original copy bid offer with quoted price
- 03-03 Only those items financially offer will be announced / considered which are technically qualified by the formulary committee. If any firm was to give the separate item wise financial bid, they are advice to give separate item wise sealed envelope (s) of every item and should mention the name item and tender Sr. No. on the front in the bold and legible letter to avoid the confusion. Else the financial proposal envelops will be opened on qualified items basis and it will not be challenged by the suppliers / contractors to open the financial proposals of the Dis-qualified items.
- 03-04 In case the rates of two or more bidders found equal, all will be accepted on equal sharing basis.

04 TERMS AND CONDITIONS OF CONTRACT

- 04-01 The Successful bidder shall submitted 5% of contract amount as performance security in shape of Call deposit or in payment order.
- 04-02 The Successful bidder shall sign the **District Level Rate Contract agreement** with the Department of Education on Judicial Stamp paper of Rs: - 100/- as per approved format and may get supply orders from all education institution of District Sujawal.
- 04-03 The Rate Contractor, shall affix 0.30% stamp duty. The Income Tax GST or any other payable tax shall be deducted from the bills of Contractors / suppliers
- 04-04 If the contractor / supplier requires Tax exemption facility regarding non deduction of advance income tax,the exemption certificate issued by the concerned authority must be attached and on C.I.F basis a copy of entry and Tax paid Challan copy should be attached with the bill
- 04-05 The Supplies shall be in commercial pack delivered at the school institutions throughout District Sujawal by the authorized

representative of the Firm at the risk and cost of the suppliers. Any breakage or shortage of the stock will be recovered from the supplier

05- DELIVERY

05-01 The required stores or required in 30 calendar days

06- LIQUIDATED DAMAGES

06-01 The Liquidated / Damage in the event of completion beyond the given schedule, shall be 0.1% each day of delay from the targeted period

07- REDRESSAL

07-01 Redressal of grievances and settlement of dispute will be as per SSPRA Rule 2010, amended 2013

08- UNDERTAKING ON RS:-100/- ON JUDICIAL STAMP PAPER

- 08.1 I / we read / understand the specified in the tender inquiry and undertake:-
- 08.02 That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item I / we have supplied during the contract period
- 08.03 That I / we agree whether our tender for total out tender accepted for total/ partial or enhanced quantity for all or any single item
- 08.04 I / we also agree to supply and accept the said item at the rate for the supply of Contracted within the stipulated period shown in the contract
- 08.05 I / we understand and ensure for the supply of quality goods. I / we also agree to supply of 100% additional quantity without any additional charges, If the supplies / part of the supplies declared sub standard
- 08.06 I / we undertake that if any of the information submitted in accordance to this Tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk
- 08.07 I / we undertake to deposit the goods testing fees per item to the District Level Committee, the said fees will be deposited directly to POL/CDL, if the assignment given to the said committee
- 08.09 I / we undertake that / I / we will replace the goods
- 08.10 I / we undertake that I / w have never been black listed
- 08.11 I / we also agree supply the 100% additional quantity without any additional charges
- 08.12 The Bidder also to provide the Technical specification and broacher of the Each Item
- 08.13 The DDO / Bidder after passing out the bills, the payment is reserved in shape of pay order or bank draft, till the delivery is over.

TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE

I / we M/s _____

is hereby confirmed that we have carefully read all terms and conditions of the tender and also agreed to abide SPPRA-2010 amended 2013 for the procurements of Furniture & Fixture / Goods etc. during the validity of the tender

Signature of Vendor _____

Name of Authorized Person _____

Designation _____

Seal and Address _____

Telephone No. _____ Fax No. _____ Email Address _____

Witness

01. Name in Full _____ Signature _____

02. Name in Full _____ Signature _____

Bid Data Sheet

The following specification for the goods to be procured shall complement, supplementary amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions here in shall prevail over those in ITB.

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

Introduction	
01 1.1	DISTRICT Education OFFICER Elementary Secondary Sujawal
01	Name of Contract/ Project. Installation of [Solar Panel Complete solution] at Secondary schools of District Sujawal under SSB & One Time Grant [HYDERABAD] Region.
03	Language of the bid. English

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

Preparation and Submission of sBids	
06	Qualification requirements as per criteria mentioned.
07	Amount of bid security. 2%of Total Bid Price.
08	Bid validity period. 60(Sixty) Days
09	Number of copies. One Original along with one photocopy.
10	IFB title and number procurement of Goods and furniture & Fixture.
11	Dead line for bid submission is [2ND MAY 2017 at 11:00 am
12	Time, date, and place for bid opening is 12-:00 Noon on[2ND MAY 2017 , at The Office of the District Education Elementary Secondary Higher Secondary Sujawal [Region HYDERABAD Region Phone No.:[03003440439]

Bid Evaluation	
13- a	Criteria for bid evaluation. As per criteria attached.
13- b	Or Adjustment expressed in an amount in the currency of Bid evaluation
13-c	Or Adjustment expressed is a percentage
14	Deviation in payment schedule. N/A
15	Cost of spare parts. N/A
16	spare parts and after sales services facilities in the procuring Agency's country N/A
17	<p>Operating and maintenance costs.</p> <p>Factors for calculation of the life cycle cost:</p> <p>(i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]</i>; N/A</p> <p>(ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements]</i>; N/A</p> <p>(iii) maintenance costs <i>[e.g spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs]</i>; N/A and</p> <p>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. N/A</p> <p>or</p> <p>Reference to the methodology specified in the Technical Specifications or else wherein the bidding documents. <i>[The contractually liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p>
18	<p>Performance and productivity of equipment.</p> <p>15% of the award contract price</p>
19	<p>Delivery Schedule with 30 Days after award contract and District Procurement Committee / District Sujawal, Constitute, District Inspection and Technical Committee Relevant Parameter in accordance with option selected. Adjustment as a percentage</p>
20	Details on the evaluation method or reference to the Technical Specifications.
21	Specify the evaluation factors. As mentioned evaluation criteria
Contract Award	
22	Percentage of increase or decrease 15 % Bid Value.

**EVOLUTION CRITERIA FOR PROCUREMENT FURNITURE FIXTURE &
SCHOOL GOODS (UNDER SSB AND ONE TIME GRANT FOR
THE YEAR 2016-17**

The Technical Bids Shall be Evaluated on the basis of following Parameters				
Sr#	Evaluation Parameters		Total Marks	Brief
	Company / Firm / Individual Information	Marks		
01	• No. of years in Business	10	45	02 Marks for each year in business Max (10)
	• Annual Turnover in Million	15		0.75 Marks per Million turnover Max (15)
	• NTN Registration Certificate	10		10 Marks firm have NTN Certificate
	• Sales Tax Registration Certificate	10		10 Marks firm with register and Sale Tax
02	Technical Proposal Specification and Brochures	10	10	10 Marks if firm provide complete details specification and brochures provide supplied item which are quoted
Financial Capabilities				
03	Income Tax Annual Return 3 Years	09	25	3 Marks production of each year Income Tax return Max (09)
	Audited Financial Statement 3 Years	06		2 Marks production of Financial Audit Statement each year Max (06)
	Monthly Sale Tax Summary of last 10 Months	10		1 Marks production of each month Sale Tax return Max (10)
	Relevant Fields Experience			20
Note: firm must get 75% Marks in Technical Evaluation for qualifying as per above mention Criteria				

SPECIMEN FOR AUTHORIZATION LETTER BY MANUFACTURER / IMPORTER FOR THEIR
DISTRIBUTOR

I / we M/s _____ hereby
authorize M/s _____ Address
_____ as our authorized Distributor, Education Department,
District Sujawal,

We give undertaking that if there is any sub-standard spurious, counterfeit, misbranded or
contaminated and short supply of item (s) by our Distributor, we will be responsible for the
same, we also undertake that we have read and understood the terms and conditions of the
tender enquiry

Signature of Manufacturer / Importer _____

Name and Designation _____

Address _____

Note: - All the above said instruction must be read carefully for compliance: else the offer
will be ignored

Department reserves the right to ask and verify any document from the participants related
with manufacturer / importer of item, to assess the quality

OFFICE OF THE DISTRICT EDUCATION OFFICER, ELEMENTARY SECONDARY HIGHER SECONDARY, SUJAWAL								
STANDARD BIDDING DOCUMENTS								
PROCUREMENT PLAN (NON – DEVELOPMENT)								
S#	Name of Work & Break Up	Allocated Funds and Break for Different Locations / Sites	Items to be Executed	Method of Procurement	Anticipat ed Actual Date of Advertisem ent	Anticipated Actual Date of Start	Anticipated / Actual Date of Completion	Remarks
1	Installation of Solar Panel (Complete)	3,739,750	List attached	Tender	Apr-17	Apr-17	20.06.2017	

DISTRICT EDUCATION OFFICER
 ELEMENTARY SECONDARY HIGHER
 SECONDARY / CHAIRMAN
 PROCUREMENT COMMITTEE
 DISTRICT SUJAWAL

OFFICE OF THE DISTRICT EDUCATION OFFICER
ELEMENTARY SECONDARY & HIGHER SECONDARY
SUJAWAL

**Procurement / Installation of Solar Panel System from School Specific
Budget & One Time Grant – 2017**

S. No.	Description and Specification	Quantity
1	Panel (300 volt)	73
2	Innovator (02 KV)	7
3	Battery (200 AMP)	14
4	Controller (50 AMP)	7
5	Stand	87
6	Terminal	28
7	Rowel Bolt	56

LIST OF SCHOOLS FOR THE INSTALLATION OF SOLAR PANEL
(COMPLETE SYSTEM)

1	GBHS Sujawal		
2	GBHS Dawood Parhiyar		
3	GBHS Chhuretani		
4	GBHS Chhachh Jehan Khan		
5	GBHS Khizerabad		
6	GBHS Begna		
7	GBHS Essa Bikak		

**BIDDING DOCUMENTS FOR PROCUREMENT FROM
SCHOOL SPECIFIC BUDGET AND ONE TIME GRANT**

(RATE CONTRACT TENER)

FINANCIAL PROPOSAL

A09601-Plant & Equipments (SSB & OTG)



SCHOOLS EDUCATION DEPARTMENT

DISTRICT SUJAWAL

Section VI. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

<i>1. BID FORM AND PRICE SCHEDULES</i>	23
<i>2. BID SECURITY FORM</i>	26
<i>3. CONTRACT FORM</i>	27
<i>4. PERFORMANCE SECURITY FORM</i>	28
<i>5. BANK GUARANTEE FOR ADVANCE PAYMENT</i>	29
<i>6. MANUFACTURER'S AUTHORIZATION FORM</i>	30

1. Bid Form and Price Schedules

Date: _____
IFB N^o: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Part Two - Section VII. Eligibility for the Provision of Goods, Works
and Services in Bank Financed Procurement

Dated this _____ day of _____ 19____.

[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 of _____ .

1	2	3	4	5	6	7
Item	Description	Country of origin	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 ³

Signature of Bidder _____

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

³ Must be included if required under ITB 11.2

2. Bid Security Form

Whereas *[name of the Bidder]* (Hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of (hereinafter called “the *[name and/or description of the goods]* 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 *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are:

Part Two - Section VII. Eligibility for the Provision of Goods, Works
and Services in Bank Financed Procurement

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

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

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

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between [*name of Procuring Agency*] of [*country of Procuring agency*] (hereinafter called “the Procuring agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as 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; and
 - (f) the Procuring agency’s Notification of Award.
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 the 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 the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of procuring agency]*

[Name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

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

To: *[name of the Procuring agency]*

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

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

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

[Signature for and on behalf of Manufacturer]

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.



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
KARACHI, DATED 20-10-2016

NOTIFICATION

NO.SO(G-III)/SSB/CRC/RSU/2016-17: In pursuance of Rule-31 of the Sindh Public Procurement Rules,2010 (Amended 2013) and in accordance with Guidelines for Procurement of goods & furniture under School Specific Budget, School Consolidation and Reform Support Unit, a Complaint Redressal Committee comprising of following officers is constituted as under to resolve complaints of aggrieved bidders with following TORs:-

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

ToRs

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

NO.SO(G-III)/SSB/CRC/RSU/2016-17:

SECRETARY TO GOVT. OF SINDH
KARACHI, DATED 20-10-2016

Copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi / District Accounts Office, concerned with request to nominate officer for above mentioned committee.
2. The Chairman/ Members of the committee
3. The Chief Program Manager, Reform Support Unit, Education & Literacy Department, Govt. of Sindh
4. The Commissioner.....Division
5. The District Education Officer (Primary), (ES & HS) (All)
6. The Deputy Commissioner (All)
7. Members of the Committee
8. The PS to Secretary Education & Literacy Department, Government of Sindh.
9. Taluka Education Officer (Primary), (ES & HS) (All)
10. Master File
11. Official Website




(QASIM AKBAR NIZAMI)
SECTION OFFICER (G-III)