



GOVERNMENT OF SINDH SCHOOL EDUCATION & LITERACY DEPARTMENT

NOTICE INVITING TENDERS

PROCUREMENT OF LOCALLY MANUFACTURED VEHICLES ON LEASE OR FINANCE BASIS

Introduction

The School Education & Literacy Department (SELD), Government of Sindh intends to hire the services of a Banking/ Non-Banking Finance Companies (NBFC), which will facilitate in procurement of locally manufactured vehicles with following specifications on lease/ finance basis for SELD'S field monitoring staff i.e. District Education Officers (DEOs) and Taluka Education Officers (TEOs) during the current financial year 2017-18 in accordance with a transparent and competitive bidding procedure as per SPP Rules, 2010 (Amended 2017):

Sr.	Vehicle Type	Model	Quantity	Lease/ Finance Period	Down Payment	Quantity Variation	Ancillary Services
I.	1000 CC locally manufactured vehicles	Suzuki Cultus VXR or equivalent	50 to 65	60 months	10% of total cost (manufacturer's price)	±15%	Vehicles insurance and tracking system
II.	800 CC locally manufactured vehicles	Suzuki Mehran VXR or equivalent	400 to 500				

In this connection, SELD invites **sealed bids under Single Stage – Two Envelope Procedure** from firms fulfilling the eligibility/ evaluation criteria laid down below, for supply of vehicles along with ancillary services in accordance with specifications mentioned above.

Eligibility/

Evaluation

- I. Valid registration with tax authorities (FBR and SRB);
- II. Average annual financial turnover of Pak Rs. 1500 Million in last three years;
- III. Minimum five (5) years' experience under Banking or NBFC relating to provision of lease or finance services
- IV. Valid commercial banking license issued by State Bank of Pakistan (in case of only Commercial Bank, Islamic Commercial Bank, and Micro Finance Bank); or valid license issued by SECP (in case of NBFC)
- V. Completion of minimum two (2) assignments of similar nature, whereby the bidder has supplied at least 50 vehicles under lease finance basis to any public/ private institute(s) in Pakistan
- VI. Photocopy of bid security pay order (*without showing amount on cheque*) along with Technical Proposal
- VII. List of current litigations with the clients and nature of such litigations (if any)
- VIII. Affidavit that the firm has never been blacklisted by any public or private organization

Note: Prospective firms must provide **valid evidences** against each above criteria. The SELD reserves rights to cross-verify any document(s), if deemed necessary, in order to ensure reliability of information provided by the bidder. Documents received without concrete evidence(s) will be marked as technically dis-qualified.

Bid Documents (availability, submission, and opening schedule)

Interested firms can access further information

along with terms and conditions about this procurement through downloading bidding documents from websites of SPPRA (www.pprasindh.gov.pk) or SELD (www.sindheducation.gov.pk) or RSU (www.rsu-sindh.gov.pk). Bidding documents can also be obtained from the office of Section Officer (G-I), SELD with effect from 27th July, 2017 to 11th August, 2017 (9 a.m. to 2 p.m.) against pay order of Rs. 1000/- (non-refundable) in favor of Section Officer (G-I), School Education & Literacy Department. In case, bidding documents are downloaded from website, then at the time of bid submission, the pay order (non-refundable) must be enclosed along with the bid.

All bids must be submitted in one best option under Rule-46(2) – Single Stage Two Envelope Procedure – specified under SPP Rules, 2010. Envelope shall contain **Technical Proposal and Financial Proposal separately**. Financial proposal must contain original copy of pay order/ demand draft i.e. 1% bid security (refundable) of total bid cost in favor of Section Officer (G-I), School Education & Literacy Department. Any bid found without bid security of less than 1% of total bid cost shall be rejected during or after technical evaluation.

All bids along with requisite documents shall reach in the sealed envelope marked as 'Supply of vehicles under lease-finance basis' to the below given address not later than **3 p.m. on Friday, 11th August, 2017**. Sealed envelope(s) will be opened on the same date at 4 p.m. by the SE&LD's Procurement Committee as per SPP Rules, 2010.

The procuring agency may reject any bid subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal as mandated under Rule-25(i) of SPP Rules, 2010 (Amended 2017).

For further details and queries, please refer to:

Consultant/ Procurement Manager,
School Education & Literacy Department
Tel. No.: 021 99213483
Cell No.: 0300 3334567 or 0300 8988036
E-mail: pssedgos@gmail.com
Website: www.sindheducation.gov.pk

Section Officer (G-I)
School Education & Literacy Department
1st Floor, Tughlaq House, Kamal Atta Turk Road,
Sindh Secretariat, Karachi – Pakistan
Tel. # 021 99213483

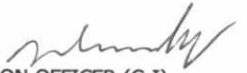
ANNUAL PROCUREMENT PLAN

(WORKS, GOODS & SERVICES)

Financial Year 2017-18

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/ Non-ADP)	Proposed procurement method	Timing of procurements				Remarks
								1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	
01.	Procurement of locally manufacture vehicles on lease or finance basis.	558	-	-	PKR 251.678 Million*	ADP	Open Competitive Bidding – Single Stage Two Envelope Procedure	✓				-

*Funds allocated cover vehicles cost of interest, insurance, and tracking system only.


SECTION OFFICER (G-I)
SCHOOL EDUCATION & LIUTERACY DEPARTMENT
GOVERNMENT OF SINDH



GOVERNMENT OF SINDH
SCHOOL EDUCATION DEPARTMENT
Karachi, date the 11-04-2017

NOTIFICATION

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17: In supersession of this department's Notification of even number dated 20-02-2017 and in pursuance of Rule – 7 of the Sindh Public Procurement Rules, 2010 (Amended 2013) a Departmental Procurement Committee comprising of following Officers for procurement of Science, General Equipments, Furniture, Fixture, ECE material for various Educational Institutes / Offices / Line Departments working under Administrative Control of School Education Department to be procured under ADP / Regular Budget / SNE of School Education Department is constituted as under:-

1.	Additional Secretary (GA) School Education Department	Chairman
2.	Senior Program Manager (SID) SERP – II, School Education Department	Member
3.	Representative of Forest Department Not below BPS - 17	Member
4.	Representative of Industries Department Not below BPS - 17	Member
5.	Section Officer (S – I) School Education Department	Member / Secretary

ToRs

- Preparing bidding document;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010 (Amended 2013);
- Making recommendations for the award of contract to the competent authority;
- The Procurement Committee can co-opt any member for ensuring transparency and quality of goods; and
- Perform any other function ancillary and incidental to the above.

- ABDUL AZIZ UQAILI -
SECRETARY TO GOVT. OF SINDH

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17:

Karachi, date the 11-04-2017

A copy is forwarded for information & necessary action to:-

1. All Member of the Committee.
2. The P.S to Secretary, School Education Department.
3. Office Order File


SECTION OFFICER (G – I)



GOVERNMENT OF SINDH
SCHOOL EDUCATION DEPARTMENT
Karachi, date the 02-05-2017

NOTIFICATION

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17: In partial modification of this department's Notification of even number dated 11-04-2017, Additional Secretary (School – I), School Education Department is hereby nominated as Chairman of the Departmental Procurement Committee instead of Additional Secretary (GA), School Education Department.

- ABDUL AZIZ UQAILI -
SECRETARY TO GOVT. OF SINDH

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17:

Karachi, date the 02-05-2017

A copy is forwarded for information & necessary action to:-

1. Managing Director, SPPRA, Government of Sindh, Karachi.
2. All Member of the Committee.
3. The P.S to Secretary, School Education Department.
4. Office Order File

SECTION OFFICER (G - I)

*Submitted for lead
Person & approval Ms.
7/2/15*

Secy.
→



GOVERNMENT OF SINDH
SCHOOL EDUCATION DEPARTMENT
Karachi, date the 26-05-2017

NOTIFICATION

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17: In partial modification of this department's Notification of even number dated 11-04-2017, Section Officer (G – I), School Education Department is hereby nominated as Member / Secretary of the Departmental Procurement Committee instead of Section Officer (S – I), School Education Department.

- ABDUL AZIZ UQAILI -
SECRETARY TO GOVT. OF SINDH

NO.SO(G-I) EDU/E&A/PRO-ADP/SNE /16-17:

Karachi, date the 26-05-2017

A copy is forwarded for information & necessary action to:-

1. Managing Director, SPPRA, Government of Sindh, Karachi.
2. All Member of the Committee.
3. The P.S to Secretary, School Education Department.
4. Office Order File


SECTION OFFICER (G – I)



GOVERNMENT OF SINDH
SCHOOL EDUCATION DEPARTMENT
Karachi, date the 10th April, 2017

NOTIFICATION

NO.SO(G-I) EDU/E&A/PRO-ADP/REDRESSAL/16-17: In supersession of this department's Notification of even number dated 20-2-2017 and in pursuance of Rule – 31 of the Sindh Public Procurement Rules, 2010 (Amended 2013) a Departmental Complaint Redressal Committee comprising of following Officers is constituted as under to resolved complaint's of aggrieved bidders:-

- | | |
|--|--------------------|
| 1. Secretary
School Education Department | Chairman |
| 2. Representative of Accountant General. Sindh | Member |
| 3. Representative of Head of procuring Agency
(Professional from relevant field concerning) | Member |
| 4. Superintending Engineer (Education Works) Circle
Hyderabad School Education Department | Member |
| 5. Section Officer (S-II)
School Education Department | Member / Secretary |

ToRs

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

-ABDUL AZIZ UQAILI -
SECRETARY EDUCATION TO GOVT. OF SINDH

NO.SO(G-I) EDU/E&A/PRO-ADP/ REDRESSAL /16-17:

Karachi, date the 10th April, 2017

A copy is forwarded for information & necessary action to:-

1. All Members of the Committee.
2. The P.S to Secretary, School Education Department.
3. Office Order File


SECTION OFFICER (G-I)

NO.PS/SELD/PROCUREMENT/2017/01
NATIONAL COMPETITIVE BIDDING
(SINGLE STAGE – TWO ENVELOPE PROCEDURE)



**BIDDING
DOCUMENTS**

**PROCUREMENT OF LOCALLY MANUFACTURED VEHICLES
ON LEASE OR FINANCE BASIS**



**SCHOOL EDUCATION & LITERACY DEPARTMENT
1ST FLOOR, TUGHLAQ HOUSE, KAMAL ATTA TURK ROAD,
SINDH SECRETARIAT, KARACHI.**

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Part – I

Notice Inviting Tenders

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SR	VEHICLE TYPE	MODEL	QUANTIT Y	LEASE/ FINANCE PERIOD	DOWN PAYMENT	ANCILLARY SERVICES
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II.	800 CC locally manufactured vehicles	Suzuki Mehran VXR or equivalent	400 to 500			

2. In this connection, SELD is soliciting sealed bids under Single Stage – Two Envelope Procedure from firms fulfilling the eligibility/ evaluation criteria laid down below, for supply of vehicles along with ancillary services in accordance with specifications mentioned above.

3. Eligibility Criteria

- » Valid registration with tax authorities (FBR and SRB);
- » Average annual financial turnover of Pak Rs. 1500 Million in last three years;
- » Minimum five (5) years' experience under Banking or NBFC relating to provision of lease or finance services;
- » Valid commercial banking license issued by State Bank of Pakistan (in case of only Commercial Bank, Islamic Commercial Bank, and Micro Finance Bank); or valid license issued by SECP (in case of NBFC);
- » Photocopy of bid security pay order (without showing amount on cheque) along with Technical Proposal;
- » List of current litigations with the clients and nature of such litigations (if any);
- » Affidavit that the firm has never been blacklisted by any public or private organization

NOTE: Prospective firms must provide valid evidences against each above criteria. The SELD reserves rights to cross-verify any document(s), if deemed necessary, in order to ensure reliability of information provided by the bidder. Documents received without concrete evidence(s) will be marked as technically dis-qualified.

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5. All bids must be submitted in one bid envelope under Rule-46(2) – Single Stage Two Envelope Procedure – specified under SPP Rules, 2010. The envelope shall contain Technical Proposal and Financial Proposal separately. Financial proposal must contain original copy of pay order/ demand draft i.e. 1% bid security (refundable) of total bid cost in favor of Section Officer (G-I), School Education & Literacy Department. Any bid found without bid security of more than 1% of total bid cost shall be rejected during or after technical evaluation.

6. All bids along with requisite documents shall reach in the sealed envelope marked as 'Supply of vehicles under lease-finance basis' to the below given address not later than 3 p.m. on Friday, 11th August, 2017. Sealed envelope(s) will be opened on the same date at 4 p.m. by the SE&LD's Procurement Committee as per SPP Rules, 2010.

7. The procuring agency may reject any bid subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal as mandated under Rule-25(i) of SPP Rules, 2010 (Amended 2017).

**SECTION OFFICER (G-I)
SCHOOL EDUCATION & LITERACY DEPARTMENT**

Part - II

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 (P.A.) 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 equipment, machinery, 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" mean 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 of delivery 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. **Conformance** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. **Use of Contract Documents and Information; Inspection and Audit by the Government** 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors

appointed by the procuring agency, if so required.

- 6. Patent Rights** 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, 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 seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b. a cashier's or certified check
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspection 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. Packaging

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/ lease period; hence insurance coverage is seller's responsibility.

- 12. Transportation** 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d. 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 is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the

Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon 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 Pakistani 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. Contract Assignments | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent. |
| 21. Subcontracts | <p>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.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p> |
| 22. Delays in the Supplier's Performance | <p>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.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>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.</p> |
| 23. Liquidated Damages | 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24. |
| 24. Termination for | 24.1 The Procuring agency, without prejudice to any other remedy |

Default

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 Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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 laws of the Procuring agency's country, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. |
| | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 32. Taxes and Duties | 32.1 | Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency. |

Part - III

Bid Data Sheet

The following specific data for supply of vehicles along with ancillary services as per specification and details mentioned in NIT 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.

Introduction		
ITB 1.1	Name of procuring agency of Government of Sindh	School Education & Literacy Department, Government of Sindh
ITB 1.1	Procuring agency's address, telephone, telex, and facsimile numbers.	1 st Floor, Tughlaq House, Kamal Atta Turk Road, Sindh Secretariat, Karachi. Telephone 92 21 99213483 E-mail pssedgos@gmail.com Website www.sindheducation.gov.pk
ITB 2.1	Language of the bid	English
Bid Price and Currency		
ITB 4	Bid prices	Pakistani Rupees - Fixed inclusive of all applicable taxes and supply, installation, and commissioning charges
Preparation and Submission of Bids		
ITB 7	Qualification requirements	<ul style="list-style-type: none">✓ Valid registration with tax authorities (FBR and SRB);✓ Average annual financial turnover of Pak Rs. 1500 Million in last three years;✓ Minimum five (5) years' experience under Banking or NBFC relating to provision of lease or finance services;✓ Valid commercial banking license issued by State Bank of Pakistan (in case of only Commercial Bank, Islamic Commercial Bank, and Micro Finance Bank); or valid license issued by SECP (in case of NBFC);✓ Completion of minimum two (2) assignments of similar nature,

		<p>whereby the bidder has supplied at least 50 vehicles under lease finance basis to any public/ private institute(s) in Pakistan;</p> <ul style="list-style-type: none"> ✓ Photocopy of bid security pay order (without showing amount on cheque) along with Technical Proposal; ✓ List of current litigations with the clients and nature of such litigations (if any); ✓ Affidavit that the firm has never been blacklisted by any public or private organization.
ITB 9	Amount of bid security	1% of total bid quoted
ITB 10.1	Bid validity period	90 days
ITB 11.1	Number of copies	One (1) original
ITB 18.2	Address for bid submission	Committee Room of School Education & Literacy Department, 1 st Floor, Kamal Atta Turk Road, Sindh Secretariat, Karachi.
ITB 12.1	Deadline for bid submission	11 th August, 2017 @ 3 p.m.
ITB 13.1	Time, date and place for bid opening	11 th August, 2017 @ 4 p.m. at Committee Room of School Education & Literacy Department, 1 st Floor, Kamal Atta Turk Road, Sindh Secretariat, Karachi.
Bid Evaluation		
ITB 19.1	Criteria for bid evaluation	Lowest evaluated bid (IRR) or lowest interest rate (fixed)
Additional Requirements		
<ul style="list-style-type: none"> ✓ Soft copy of Technical Proposal (in CD) along with all supported documents as mentioned under eligibility/ evaluation criteria (without mentioning amount of bid) 		

Part - IV

Instruction to Bidders

- 1. Scope** 1.1 **PREPARATION OF BIDS**
- Scope of work will cover supply of locally manufactured new cars on lease or finance basis along with vehicle insurance and tracking system during the current financial year 2017-18.
- Lease or financing means that the best evaluated bidder shall be paid a monthly payment by the P.A. through direct deduction of employee/ beneficiary salary till the completion of lease or finance period, which may range from 36 to 60 months depending upon the eligibility (remaining service period of beneficiary/ employee with the employer/ P.A.). In case of death of beneficiary/ employee, entire remaining amount will be borne by the insurance company (under third party accidental coverage) without any financial implication to the deceased family.
- Payments for ancillary services like vehicle insurance coverage, tracking system and fixed interest rate expenses will be borne/ paid by the P.A. through utilizing its allocated/ approved public funds.
- Insurance coverage means comprehensive insurance coverage of vehicles with rated insurance companies, i.e. third party accidental coverage that will also cover death benefit for the 1st party (employee/ beneficiary).
- 2. Language of bid** 2.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency, shall be written in the English language
- 3. Documents Comprising the Bid** 3.1 The bid prepared by the Bidder shall comprise the following components:
- price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - bid security furnished in accordance with ITB Clause 8.
- 4. Bid Prices** 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 4.2 The prices shall be quoted on delivery to consignee's end

			inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
		4.3	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
		4.4	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
5.	Bid Form	5.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
6.	Bid Currencies		Prices Shall be quoted in Pak Rupees.
7.	Documents Establishing Bidder's Eligibility and Qualification	7.1	The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. <ul style="list-style-type: none"> a. that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce/ supply, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan; b. that the bidder has the financial, technical, and production capability necessary to perform the contract; c. that the bidder meets the qualification criteria listed in the Bid Data Sheet.
8.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	8.1	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a. a detailed description of the essential technical and performance characteristics of the goods; b. 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; till stated otherwise in Technical Specifications or Bid Data Sheet. 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.

9. Bid Security

9.1 The bid security is required to protect the P.A. against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:

- a. at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable bank;
- b. be submitted in its original form; copies will not be accepted;
- c. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity

9.2 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity or
- b. in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance or
 - ii. to furnish performance security

10. Period of Validity of Bids

10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the procuring agency. A bid valid for a shorter period shall be rejected by the procuring agency as non-responsive.

10.2 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 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.

- 11. Format and Signing of Bid**
- 11.1 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.
- 11.2 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 unamend printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

- 12. Sealing and Marking of Bids**
- 12.1 The bidder shall seal the original bid. The envelope shall be addressed to the P.A. at the address given in the Bid Data Sheet with statement "Supply of vehicles under lease or finance basis" "do not open before 11.08.2017 till 4 pm."
- 12.2 If the outer envelope is not sealed and marked as required, the procuring agency shall assume no responsibility for the bid's replacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in the Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. In such 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.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for the submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.
- 15. Modification and**
- 15.1 The Bidder may modify or withdraw its bid after the bid's

Withdrawal of Bids

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.

15.2 No bid may be modified after the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

OPENING & EVALUATION OF BIDS

16. Opening of Bids by the Procuring Agency

16.1 The Procuring agency shall 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/attendance sheet evidencing their attendance.

16.2 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.

17. Clarification of Bids

17.1 During evaluation of the bids, the P.A. 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.

18. Preliminary Examination

18.1 The Procuring agency shall 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.

18.2 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 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.

18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one

- which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 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.
- 19. Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges incurred till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contracting the Procuring Agency**
- 20.1 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 announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
- 21. Post-Qualification**
- AWARD OF CONTRACT**
- 21.1 In the absence of prequalification, the Procuring agency may determine in its satisfaction whether that selected Bidder has submitted the lowest evaluated responsive bid is capable to perform the contract satisfactorily.
- 21.2 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 clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 A negative 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 Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 22. Award of**
- 22.1 The Procuring agency will award the contract to the

	Contract	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.
23. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids	23.1	Subject to relevant provisions of SPP Rules 2010, 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.
	23.2	Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall post the evaluation report on Authority's website, and inform all the bidders three days prior to notify the award of contract.
24. Notification of Award	24.1	Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing that its bid has been accepted.
	24.2	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will notify each unsuccessful Bidder and will discharge the bid security.
25. Signing Contract	25.1	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.
26. Performance Security	26.1	Within seven (7) days, or any other period specified in Bid Documents, 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.
	26.2	Failure of the successful Bidder to comply with the requirements of ITB Clause 25 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
27. Corrupt Fraudulent Practices	27.1	The Government of Sindh requires that procuring agency's (including its officers/employees of donor agencies' loans), as well as bidders/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, 2000 and Rules made thereunder:

- a. **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
 - (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- b. **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for in the Rules.

Part - V

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.

- | | | |
|---|----------|---|
| 1. Definitions
(GCC Clause 1) | GCC-1(g) | The Procuring Agency is: School Education & Literacy Department, Government of Sindh. |
| 2. Performance Security
(GCC Clause 4) | GCC-4 | The amount of performance security, as a percentage of the Contract Price, shall be: 1%. |
| 3. Inspection and Tests
(GCC Clause 5) | | Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance. |
| 4. Delivery and Documents
(GCC Clause 7) | GCC-10 | Supplier shall supply the goods under contract within 45 days after signing the contract (or agreement with representative employee) and shall submit the following:
i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
ii. Packing List identifying the contents of Supply;
iii. Delivery note.
iv. Warranty and guarantee certificate; |
| 5. Warranty
(GCC Clause 12) | | The goods supplied under this contract shall bear a written warranty (with free parts & labor) from the date of acceptance. Upon expiration of warranty, Supplier at its option may enter into a service level agreement upon expiry of the warranty in accordance with terms embodied in Schedule A hereto. |
| 6. Payment
(GCC Clause 13) | | Total contract price shall be paid in 10% as security deposit and thereafter in installments (annuity) after delivery of the products at the delivery site and successful testing/ acceptance certificates duly signed by Supplier and Representative/nominee of the P.A. |

**7. Liquidated Damages
(GCC Clause 18)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may exercise termination of the contract.

**8. Resolution of Disputes
(GCC Clause-21)**

In the event of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in Rules - 31, 32 and 34 of the SPP Rules, 2010 (Amended 2017).

**9. Applicable Law
(GCC Clause 23)**

Contract shall be interpreted in accordance with SPP Rules.

PART – VI

SCHEDULE OF REQUIREMENTS

Sr.	Vehicle/ Engine Type	Model	Manufacturer's Cost per unit (In Pak Rs.)	Quantity	Total Cost (In Pak Rs.)
01.	1000 CC locally manufactured vehicles	Suzuki Cultus VXR or equivalent		50	
02.	800 CC locally manufactured vehicles	Suzuki Mehran VXR or equivalent		400	

PROVIDE BELOW MENTIONED DETAILS (PER UNIT COST)

Sr.	Description	1000 CC locally manufactured vehicle Suzuki Cultus VXR or equivalent 60 months	800 CC locally manufactured vehicle Suzuki Mehran VXR or equivalent 60 months
01.	Processing fee		
02.	Monthly installment on annuity basis (Principal amount + Interest Rate)		
03.	Applicable/ fixed interest rate		
04.	Insurance coverage cost (as referred under scope of contract mentioned at page-17)		
05.	Tracking system cost		
Total			

PROVIDE AMORTIZATION/ PAYMENT SCHEDULE PER UNIT (MONTH WISE)

1000 CC locally manufactured vehicle Suzuki Cultus VXR or equivalent (60 MONTHS)				
PERIOD	PAYMENT	INTEREST	PRINCIPAL	BALANCE
0				
1.				
2.				
.				
60.				

800 CC locally manufactured vehicle Suzuki Mehran VXR or equivalent (60 MONTHS)				
PERIOD	PAYMENT	INTEREST	PRINCIPAL	BALANCE
0				
1.				
2.				
.				
60.				

Part - VII

Sample Forms

Form-I

Letter of Acceptance

Date: _____

To,

The Section Officer (G-1),
School Education & Literacy Department,
Government of Sindh,
Karachi.

Dear sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items 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 one (1) percent of the contract price or for the due performance of the contract, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day _____ of 2017.

[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 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price	6 Total	7 Remarks (if any)
Grand Total						

Signature of bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices delivered at P.A. office should include the price of incidental services. No separate payment shall be made for the incidental services.

Previous Relevant Experience of Supply of Items under Contract

Sr. No.	Assignment Description	Name of Contract Details of Client	Cost	Start Date	End Date	Remarks

Contract Form

This agreement made the _____ day of _____, 2017 between *School Education & Literacy Department, Government of Sindh* (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 supply of vehicles viz., 1000 CC and 800 CC and has accepted a bid by the supplier for supply of those goods 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 *Form 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 signatures and year first above written.

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

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

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 _____, 2017 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 _____ bank for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, for 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 delay, any sum or sums within the limits of [amount of guarantee] as aforesaid, without being bound to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the _____ day of _____ 2017.

Signature of the Guarantors

Manufacturer's Authorization Certificate

To: *[name of procuring agency]*

WHEREAS *[name of 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 sign the Contract with you against *NI 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 12 of the General Conditions of Contract for the goods offered by the above firm against this Invitation for Bids.

[signature for and on behalf of manufacturer]

[signature of manufacturer]

Note: This letter of authority should be signed by a person competent to sign on behalf of the manufacturer and should be countersigned by the manufacturer or the power of attorney to bind the manufacturer. It should be placed on the letterhead of the manufacturer and should be placed on the letterhead of the manufacturer and should be countersigned by the manufacturer or the power of attorney to bind the manufacturer. It should be placed on the letterhead of the manufacturer and should be countersigned by the manufacturer or the power of attorney to bind the manufacturer.