



**SINDH EDUCATION FOUNDATION
GOVT. OF SINDH
(HEAD OFFICE)**

SEF (Plot. No. 21/A, Block No.7& 8 Overseas Cooperative Housing Society,
Ameer Khusro Road) Karachi. 021-34169182 & 184



SEF/NP/17-18/21

**TENDER FOR HIRING OF CIVIL CONTRACTOR FOR
RENOVATION WORK AT REGIONAL OFFICE, KARACHI.**

The Procuring Agency, **SINDH EDUCATION FOUNDATION KARACHI**, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the **C-5 category** for Renovation work at **REGIONAL OFFICE, (Bungalow NO. 18-F, Block-6 PECHS Sharah-E-Faisal), KARACHI**, which will be completed in **30 calendar days**.

Bidding document containing requirements and conditions with a prescribed Performa can be obtained from Procurement Department From **2nd October, 2017**, Sindh Education Foundation, on a payment of Rs.1000/- In case the bidding documents are downloaded from SPPRA/ SEF Web site, on the time of submitting of bidding documents. Pay order of tender documents fees (Rs.1000/-) must be enclosed (pay order only in the name of "SINDH EDUCATION FOUNDATION").

All bids should be submitted in single package containing one envelope under Single stage – One envelope procedure specified in SPPRA rule no. 46 (1). Each envelope shall contain separately the TECHNICAL PROPOSAL & the FINANCIAL PROPOSAL along with a pay order of 3% of the total bid cost as a Bid Security (refundable) in the name of SINDH EDUCATION FOUNDATION. No tender will be accepted without Bid Security & such tender(s) will be rejected at the spot. The envelope must be on the name of Acting Deputy Director, Procurement-SEF.

Bid submission date is October 23, 2017 by 3.00 PM sharp. Bid would be opened in presence of bidders during the same day at 3.30 P.M.

Bids shall be opened at the office of SEF, Plot # 21-A, Block-7 & 8, O.C.H.S, Ameer Khusro Road, Karachi on the time & date given above in the presence of Purchase Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 amended 2013 and may cancelled the bidding process at any time prior of acceptance of bid or proposal as per rule 25 (1) said rules.

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-Sd-
Deputy Director Procurement



SINDH EDUCATION FOUNDATION

GOVT. OF SINDH

(HEAD OFFICE)

SEF (Plot. No. 21/A, Block No.7& 8 Overseas Cooperative Housing Society,
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TENDER NOTICE (s) FOR SINDH EDUCATION FOUNDATION, KARACHI

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Strong background firms are required to provide a best proposal, they are allowed to participate as per below mentioned schedule:

DESCRIPTION OF JOB	TENDER REFERENCE NO.	TENDER FEES	BID SECURITY	TENDER DOCUMENTS	AVAILABILITY OF TENDER DOCUMENTS	LAST DATE OF SUBMISSION	TENDER OPENING DATE
Cleaning/Washing Services for SEF Head Office (Building 1&2) & Regional office Karachi	SEF/NP/17-18/18	Rs. 1,000/- (non-refundable)	3% of total bid cost of initial first year in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:15 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 03:30 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.
Rent Basis SEF Office at Khairpur	SEF/NP/17-18/20	Rs. 500/- (non-refundable)	Rs. 3,000/- in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:45 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 04:00 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.

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Bidding documents containing terms and conditions with a prescribed Performa can be obtained from Procurement Department, Sindh Education Foundation **Karachi**, against pay order of amount as mentioned above tender fees in favor of "SINDH EDUCATION FOUNDATION" and in case of download bidding documents from SPPRA or SEF website, at the time of submitting of bid, the pay order of tender fees must be enclosed along with the bid in favor of "SINDH EDUCATION FOUNDATION".

All bids should be submitted in single package containing one envelope each under Single stage – One envelope procedure specified in SPPRA rules, 2010. Envelope shall contain the TECHNICAL & FINANCIAL PROPOSAL duly attached with Bid Security (**refundable**) pay order of the total bid cost as mentioned above in the column of bid security. Pay order must be in the name of **SINDH EDUCATION FOUNDATION**. No bid will be accepted without Bid Security & such bid(s) will be rejected at the spot.

Bids shall be opened at the **HEAD OFFICE OF SEF PLOT NO.21, BLOCK-7/8, OVERSEAS HOUSING, AMEER KHUSRO ROAD KARACHI, PAKISTAN**. On the time & date given above in the presence of Purchase Committee or Tender Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present. The envelop must be on the name of Acting Deputy Director, Procurement-SEF.

SEF has reserves the rights to accept or reject any or the whole tender as per relevant provisions of SPPRA rules 2010.

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S/d

Deputy Director (Procurement)



سندھ ایجوکیشن فاؤنڈیشن، حکومت سندھ

(ہیڈ آفس)

SEF (پلاٹ نمبر 21/A، بلاک نمبر 7 اور 8، اور سیز کوآپریٹو ہاؤسنگ سوسائٹی، امیر خسرو روڈ، کراچی فون: 021-34169182 & 184

سینئر نوٹسز برائے سندھ ایجوکیشن فاؤنڈیشن، کراچی

SPPRA رولز 2010 کے تحت پروکیورمنٹ ڈپارٹمنٹ، سندھ ایجوکیشن فاؤنڈیشن کے نام سر بمبر پیشکشیں مطلوب ہیں۔ لازم ہے کہ ممکنہ پیشکش دہندہ پر لازم ہے کہ دو ملین روپے سالانہ کے ٹرن اوور کے ساتھ کلینک/ڈاٹنگ سروسز کے شعبہ میں کم از کم 05 سالہ تجربے کا حامل ہو۔ کلینک/ڈاٹنگ سروسز کیلئے کامیاب پیشکش دہندہ کو 01 برس کی مدت کیلئے تفویض کیا جائیگا جس میں کارکردگی اور فنڈز کی دستیابی کی شرط پر مزید دو (02) برسوں کی توسیع کی جاسکے گی۔ مشروط پس منظر کی حامل فرما اپنی بہترین پروپوزیشن کریں۔ انہیں درج ذیل شیڈول کے مطابق شرکت کی اجازت ہے۔

جانب کی تفصیل	سینئر نوٹسز	پیسوری	سینئر	سینئر	سینئر	سینئر
کلینک/ڈاٹنگ سروسز برائے SEF ہیڈ آفس (جلد نمبر 1 اور 2) اور پبلک آفس کراچی	SEF/NP/17-18/18	1000/- روپے (قابل واپسی)	پیشکش کی کل لاگت کی 3% برائے ابتدائی پچھلے سال حق سندھ ایجوکیشن فاؤنڈیشن	مکمل تفصیلات و تصریحات ہنگ دستاویزات میں دستیاب ہیں	12 اکتوبر 2017ء تا 17 اکتوبر 2017ء صبح 09:30 بجے تا شام 04:30 بجے (صرف ایام کار)	18 اکتوبر 2017ء تا 18 اکتوبر 2017ء صبح 03:30 بجے تک/تھیں/امن و امان کی صورت حال/ناخوشگوار حالات کی صورت میں جمع کرانے کی آخری تاریخ انہی اوقات میں اگلا ایام کار ہوگی
کرائے کی بنیاد پر SEF آفس بمقام خیر پور	SEF/NP/17-18/20	500/- روپے (قابل واپسی)	3000/- روپے حق سندھ ایجوکیشن فاؤنڈیشن	مکمل تفصیلات و تصریحات ہنگ دستاویزات میں دستیاب ہیں	12 اکتوبر 2017ء تا 17 اکتوبر 2017ء صبح 09:30 بجے تا شام 04:30 بجے (صرف ایام کار)	18 اکتوبر 2017ء تا 18 اکتوبر 2017ء صبح 04:00 بجے تک/تھیں/امن و امان کی صورت حال/ناخوشگوار حالات کی صورت میں جمع کرانے کی آخری تاریخ انہی اوقات میں اگلا ایام کار ہوگی

دلچسپی رکھنے والے سینڈرز/کنٹریکٹرز سے التماس ہے کہ وہ اپنے بہترین اور حتمی نرخ پیش کریں کیونکہ قواعد کے تحت اس نرخ پیش کئے جانے کے بعد ان میں رد و بدل کی قطعی گنجائش نہیں۔

شرائط و ضوابط پر مشتمل ہنگ دستاویزات ہمراہ مقررہ پرو فارما پر پروکیورمنٹ ڈپارٹمنٹ، سندھ ایجوکیشن فاؤنڈیشن کراچی سے مذکورہ بالا سینڈرز فیس کے پے آرڈر بحق "سندھ ایجوکیشن فاؤنڈیشن" کے عوض حاصل کی جاسکتی ہیں اور ہنگ دستاویزات SEF یا SPPRA کی ویب سائٹس سے ڈاؤن لوڈ کئے جانے کی صورت میں پیشکش جمع کراتے وقت پیشکش کے ہمراہ سینڈرز فیس کا پے آرڈر بحق "سندھ ایجوکیشن فاؤنڈیشن" منسلک کیا جانا لازمی ہے۔

تمام پیشکشیں SPPRA رولز 2010 کے ایک مرحلہ۔ ایک لٹافہ طریق کار کے تحت ایک لٹافہ پر مشتمل ایک بیکنج میں جمع کرائی جائیں۔ لٹافہ ٹیکنیکل اور فنانسل پروپوزلز جسکے پیشکش کی کل لاگت کی مذکورہ بالا پیسوری کے کالم میں مذکورہ پیسوری (قابل واپسی) کا پے آرڈر منسلک ہونا چاہئے۔ لازم ہے کہ پے آرڈر بنام "سندھ ایجوکیشن فاؤنڈیشن" ہو۔ پیسوری کے بغیر کوئی پیشکش قبول نہیں کی جائیگی اور ایسی پیشکش (پیشکشیں) موقع پر ہی مسترد کردی جائیگی۔

پیشکشیں SEF کے ہیڈ آفس واقع پلاٹ نمبر 21، بلاک 7 اور 8، اور سیز کوآپریٹو ہاؤسنگ، امیر خسرو روڈ، کراچی، پاکستان میں مندرجہ بالا وقت اور تاریخ پر پریزیمینٹ یا ٹینڈر کمیشن، SEF، حکومت سندھ، کراچی اور موقع پر موجودگی کے خواہاں مجاز افراد/فرز کے سامنے کھولی جائیگی۔ لٹافے پر سر نام کی جگہ ایکٹنگ ڈپٹی ڈائریکٹر، پروکیورمنٹ، SEF تحریر ہونا چاہئے۔

SEF، SPPRA رولز 2010 کے متعلقہ مندرجات کی رو سے کوئی یا تمام پیشکشیں قبول یا مسترد کرنے کا حق محفوظ رکھتی ہے۔

پروکیورنگ ایجنسی SPP رولز 2010 کے متعلقہ مندرجات سے مشروط کوئی بھی پیشکش مسترد کر سکتی ہے اور مذکورہ رولز کے رول (1) 25 کی رو سے کسی پیشکش یا پروپوزل کی قبولیت سے قبل کسی بھی وقت ہنگ پر وٹس منسوخ کر سکتی ہے۔

اشہارہ پبلڈ سندھ ایجوکیشن فاؤنڈیشن اور SPPRA حکومت سندھ کی ویب سائٹس یعنی www.pprasindh.gov.pk اور www.sef.org.pk بالترتیب پر بھی دستیاب ہے۔

ڈپٹی ڈائریکٹر (پروکیورمنٹ)



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Deputy Director (Procurement)

INF/KRY/4044/17



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Deputy Director (Procurement)

INF/KRY/4044/17

DAWN SATURDAY SEPTEMBER 30, 2017

Saturday

September 30, 2017

Muharram 9, 1439 A.H.

The News International, Saturday, September 30, 2017



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GOVERNMENT OF SINDH**

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SEF/NP/17-18/21

TENDER FOR HIRING OF CIVIL CONTRACTOR FOR RENOVATION WORK AT REGIONAL OFFICE, KARACHI.

The Procuring Agency, **SINDH EDUCATION FOUNDATION KARACHI**, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the **C-5 category** for Renovation work at **REGIONAL OFFICE, (Bungalow No. 18-F, Block-6, PECHS, Sharah-e-Faisal), Karachi**, which will be completed in 30 calendar days.

Bidding document containing requirements and conditions with a prescribed Performa can be obtained from Procurement Department from **2nd October, 2017**, Sindh Education Foundation, on a payment of Rs. 1000/- In case the bidding documents are downloaded from SPPRA / SEF Website, on the time of submitting the bidding documents. Pay Order of tender documents fees (Rs. 1000/-) must be enclosed (pay order only in the name of "SINDH EDUCATION FOUNDATION").

All bids should be submitted in single package containing one envelope under Single Stage - One envelope procedure specified in SPPRA rule no. 46(1). Each envelope shall contain separately the **TECHNICAL PROPOSAL** & the **FINANCIAL PROPOSAL** along with a pay order of 3% of the total bid cost as a Bid Security (refundable) in the name of SINDH EDUCATION FOUNDATION. No tender will be accepted without Bid Security and such tender(s) will be rejected at the spot. The envelope must be on the name of Acting Deputy Director, Procurement-SEF.

Bid submission date is October 23, 2017 by 3.00 PM sharp. Bid would be opened in presence of bidders during the same day at 3.30 PM.

Bids shall be opened at the office of SEF, Plot # 21-A, Block-7 & 8, O.C.H.S, Ameer Khusro Road, Karachi on the time & date given above in the presence of Purchase Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons / Firms who wish to be present.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 amended 2013 and may cancel the bidding process at any time prior of acceptance of bid or proposal as per rule 25 (1) said rules.

This advertisement is also available on the websites of Sindh Education Foundation & SPPRA Govt. of Sindh i.e. www.sef.org.pk & www.pprasindh.gov.pk respectively.

Deputy Director (Procurement)

INF/KRY/404317



Date: 20-09-17

Ref: SEF/315/17

OFFICE ORDER

In modification of SEF Notification # SEF/1052/16-17 dated 12-04-2017, the Purchase Committee's has been revised in pursuance of new induction of member nominated by General Administration & Coordination Department vide letter no. SOG(SGA&CD)-18-103/2010 dated 19th September, 2017.

- Director General Administration and Coordination (**Chairman of Committee**).
- Deputy Director, FRFFM SEF (**Secretary/ Member**).
- Section Officer (O&M-I), Services, (General Administration & Coordination Department Government of Sindh) (**Member Purchase Committee**).
- Acting Deputy Director, Procurement SEF (**Co-opted Member**).

The Committee's TORs under SPPRA Rules no.8 are as under:

- Prepare Bidding Documents;
- Carrying Out Technical as well Financial Evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 SPPRA 2010 amended 2013;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

For world Bank Project:

- The committee will also carry out procurement of the World Bank assisted PPRS program under World Bank (WB) Guidelines of Goods, Non-Consultancy & Works.

**Ms. Naheed S. Durrani
Managing Director,
Sindh Education Foundation**

Copy to:

1. The Secretary, Education & Literacy Department, Govt. of Sindh.
2. The Secretary, SGA&CD Government of Sindh
3. P.S to M.D-SEF.
4. All Committee Members.

**Assistant Director (Procurement)
Sindh Education Foundation**

Dated: 20, September, 2017



**GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION &
COORDINATION DEPARTMENT**

Attention: Mr. Rafiqe Mustafa

NOTIFICATION

NO:SO(C-IV)SGA&CD/3-7/10: The Government of Sindh is pleased to constitute a "Complaint Redressal Committee" under Rule 31 of SPP Rules 2010 (Amended 2013) Sindh Education Foundation, Government of Sindh, with the following composition and TORs;

1.	Managing Director, Sindh Education Foundation, Government of Sindh.	Chairperson
2.	Representative of Accountant General Sindh.	Member/Secretary
3.	Independent Representative of relevant field.	Member

Terms of Reference:

- To address / redress the complaint(s) / grievances of the aggrieved bidders in line with the relevant provisions of Rule 31 of SPP Rules 2010 (Amended 2013).

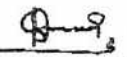
CHIEF SECRETARY SINDH

NO:SO(C-IV)SGA&CD/3-7/10:

Karachi, dated the 30th December, 2015.

Copy is forwarded for information & necessary action to:-

- Additional Chief Secretary (All), Government of Sindh, Karachi.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Secretary, Education & Literacy Department, Government of Sindh.
- Managing Director, Sindh Education Foundation, Government of Sindh.
- Accountant General Sindh, Karachi.
- Managing Director, Sindh Public Procurement Regulatory Authority, Govt. of Sindh.
- Deputy Secretary (Staff) to Chief Secretary.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.


 30/12/2015
(SYED SAADAT ALI)
SECTION OFFICER (C-IV)



**SINDH EDUCATION FOUNDATION
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(HEAD OFFICE)**

SEF (Plot. No. 21/A, Block No.7 & 8 Overseas Cooperative Housing Society,
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SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING

DOCUMENT FOR

**PROCUREMENT OF WORKS
(HIRING OF CIVIL CONTRACTOR FOR
RENOVATION WORK AT REGIONAL
OFFICE, KARACHI)
SEF/NP/17-18/21**

(For Contracts (Small) amounting between Rs.2.5 million to
Rs.50 million)

SINDH EDUCATION FOUNDATION



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INSTRUCTIONS TO PROCURING AGENCIES



INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents and evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalize this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids



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- (ii) Bidding Data
- (iii) Schedules to Bid(Samples)
- (iv) Schedule of Prices(Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The –Notice Inviting Tender is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify Para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidder's sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In



case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.



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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.



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INVITATION FOR BIDS



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Invitation for Bids (IFB)

SEF/NP/17-18/21

**TENDER FOR HIRING OF CIVIL CONTRACTOR FOR
RENOVATION WORK AT REGIONAL OFFICE, KARACHI.**

The Procuring Agency, **SINDH EDUCATION FOUNDATION KARACHI**, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the **C-5 category** for Renovation work at **REGIONAL OFFICE, (Bungalow NO. 18-F, Block-6 PECHS Sharah-E-Faisal), KARACHI**, which will be completed in **30 calendar days**.

Bidding document containing requirements and conditions with a prescribed Performa can be obtained from Procurement Department From **2nd October, 2017**, Sindh Education Foundation, on a payment of Rs.1000/- . In case the bidding documents are downloaded from SPPRA/ SEF Web site, on the time of submitting of bidding documents. Pay order of tender documents fees (Rs.1000/-) must be enclosed (pay order only in the name of "SINDH EDUCATION FOUNDATION").

All bids should be submitted in single package containing one envelope under Single stage – One envelope procedure specified in SPPRA rule no. 46 (1). Each envelope shall contain separately the TECHNICAL PROPOSAL & the FINANCIAL PROPOSAL along with a pay order of 3% of the total bid cost as a Bid Security (refundable) in the name of SINDH EDUCATION FOUNDATION. No tender will be accepted without Bid Security & such tender(s) will be rejected at the spot. The envelope must be on the name of Acting Deputy Director, Procurement-SEF.

Bid submission date is October 23, 2017 by 3.00 PM sharp. Bid would be opened in presence of bidders during the same day at 3.30 P.M.

Bids shall be opened at the office of SEF, Plot # 21-A, Block-7 & 8, O.C.H.S, Ameer Khusro Road, Karachi on the time & date given above in the presence of Purchase Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 amended 2013 and may cancelled the bidding process at any time prior of acceptance of bid or proposal as per rule 25 (1) said rules.

This advertisement is also available on the websites of Sindh Education Foundation & SPPRA Govt. of Sindh i.e. www.sef.org.pk & www.pprasindh.gov.pk respectively.

-Sd-
Deputy Director Procurement



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- [Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.*]

- (i) Company's profile;
- (ii) works of similar nature and size for each performed in last 3/5years;
- (iii) construction equipment's;
- (iv) qualification and experience of technical personnel and key site management;
- (v) Financial statement of last 3years;
Information regarding litigations and abandoned works (if any)



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**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.



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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds.

1.1 Scope of Bid.

The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as –the Works!).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.2 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following: -
- (i) Company's profile;
 - (ii) works of similar nature and size for each performed in last 3/5years;
 - (iii) construction equipment's;
 - (iv) qualification and experience of technical personnel and key site management;



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- (v) Financial statement of last 3years;
Information regarding litigations and abandoned works (if any).

IB.3 Cost of Bidding

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

A. BIDDINGDOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to
Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs. 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii)Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address



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indicated in the Bidding Data.

- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the dead line for submission of Bids.

B. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB.14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the



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Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder 's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulate din Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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



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references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and nonrestrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule37*).
- 132 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 133 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 134 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule37).
- 135 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule38).



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- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY as appropriate. In the event of discrepancy between them, the original shall prevail.

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

C. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at headdress/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) In addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.



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- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

D. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price



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shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency,

Provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) Adoption/rectification where off would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.



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- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bidding.
- (iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q);
- (i) **-Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly



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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;

(v) **“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 under the Rules.

E. AWARD OF CONTRACT

IB.18. Post Qualification

181 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

182 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

191 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

192 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any



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bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

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

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



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BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency

SINDH EDUCATION FOUNDATION, KARACHI

Brief Description of Works

"REGIONAL OFFICE, KARACHI"

REGIONAL OFFICE, (Bungalow NO. 18-F, Block-6 PECHS Sharah-E-Faisal), KARACHI

5.1 (a) Procuring Agency's address:

Head Office of the Sindh Education Foundation, Karachi (As per NIT)

House No. 21-A, Block 7/8, Overseas Cooperative Society,
Ameer Khusro Road, Karachi.

(b) Engineer's address:

Arch. Mr. Farooq Azam Fareed

House No. 21-A, Block 7/8, Overseas Cooperative Society,
Ameer Khusro Road, Karachi.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak.Rupees.

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S. No.	IMPORTANT PRE-QUALIFICATION / ASSESSMENT POINTS
	Technical Bid Maximum Score <u>Comprises following criteria of marking</u>
1	(i) company profile; (ii) works of similar nature and size for each performed in last 5 years; (iii) construction equipment's; (iv) qualification and experience of technical personnel and key site management; (v) financial statement of last 3 years;
2	Financial capacity: (must have turnover of Rs 25 Million); Evidence required Bank Statement 12 months, duly stamp by the concerned Bank/ Bank Certificate from concerned bank. Technical capacity:(mention the appropriate category of registration with PEC and qualification and experience of the staff); Construction Capacity: (mention the names and number of equipment's required for the work).
3	Litigations on Affidavit @ 50/- rupees stamp/Bond paper that the firm has never been blacklisted.
4	Have registration with relevant Tax & Sale Tax Departments of the Govt. of Pakistan or Govt. of Sindh. Following evidence documents are MUST required: <ul style="list-style-type: none">• Copy of Sales/ Services tax Registration Certificate required.• Copy of National Tax Registration Certificate required.• Copy of the Tax Exemption Certificate (if any).

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security**

3% of the total bid cost as a Bid Security.

14.1 **Period of Bid Validity**

90 Days

14.4 **Number of Copies of the Bid to be submitted:**

One original plus 2 (Two) copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission**

Head Office of the Sindh Education Foundation, Karachi (As per NIT)



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House No. 21-A, Block 7/8, Overseas Cooperative Society,
AmeerKhusro Road, Karachi.

15.1 Deadline for Submission of Bids

Time: 3:00 pm Date: October 23, 2017

16.1 Venue, Time, and Date of Bid Opening

Venue: SEF Head Office

Time: 3:30 pm Date: October 23, 2017

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract/Priceadjustment;
- (iii) Completion period offered is within specifiedlimits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirementsand
- (vi) Bids are generally in order,etc.

*Procuring agency can adopt either of two options. (*Select either of them*)

- (a) **Fixed Price contract:** In these contracts, no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.



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FORM OF BID AND SCHEDULES TO BID



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**FORM OF BID
(LETTER OF OFFER)**

Bid ReferenceNo. _____

REMODELING OF REGIONAL OFFICE, KARACHI.

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.
_____For the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____
_____And being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____(Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____
_____Drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security



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Referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



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[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Sub contractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]



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SCHEDULE – A TO BID

SCHEDULE OF PRICES

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| 1. | Preamble to Schedule of Prices..... | 24 |
| 2. | Schedule of Prices..... | 26 |
| | * (a) Summary of Bid Prices | |
| | * (b) Detailed Schedule of Prices /Bill of Quantities(BOQ) | |

** [To be prepared by the Engineer/Procuring Agency]*



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SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International⁴ Unites (S.I Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where



SCHEDULE - A TO BID

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**(Procuring Agency may modify as appropriate)*

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

- 5.1 Break-up of Bid Prices
The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.
The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 5.2 Total Bid Price
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Daywork

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.



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SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

S.NO	DESCRIPTION	QTY	UNIT	RATE	TOTAL
PART A (ELECTRIC WORK)					
1	Wiring for light, fan or call bell point with 1.5 mm ² single core, PVC insulated wire copper conductor wire, partly in 20 mm (3/4" dia) PVC recessed conduit & partly in PVC duct fitted on surface, including 1mm- single core PVC insulated wire as ECC as required.	9	Point		
2	Wiring for plug point with 1.5 mm ² single core, PVC insulated wire copper conductor wire in 20 mm (3/4" dia) PVC recessed conduit including 1 mm ² single core PVC insulated wire as ECC as required.	4	Point		
3	Providing and fixing 13 Amps polycarbonate flame retardant 3-Pin switch socket unit with fancy gang plate fixed on die fabricated, powder coated metal board recessed in wall or column including as per requirement of site and connection as required. (clipsal make)	5	Point		
4	Providing and fixing 1 Hp motor pump	2	Nos		
5	Providing and lying 7/44 for main	10	Mtr		
6	Supply And Fixing of 2.5mm (2-7/29) All Kinds of existing or given conduct/ cable duct as required.	30	Mtr		
TOTAL					
PART B (CIVIL WORK)					
1	Excavation in rock,dressed to designed section.space grades and profile, space excavated material disposed off within 100 feet.lift upto 5 feet Medium hard rock requiring occasional % 0 cft blasting.	400	P.Cft		

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-2	Cement Concrete Plain including placing compacting finishing and curing, complete (including screening and washing at stone aggregate without shuttering. 1:4:8	2000	Cft		
3	Providing and laying 60 mm thick factory made cement concrete inter locking paver block of M -30 grade made by block making machine with strong vibratory compaction and of approved size and design/ shape laid in required colour and pattern over and including 50 mm thick compacted bed of courses and, filling the joints with coarses and etc. all complete as per the direction of Engineer-in- charge. It. No. 16.68, Page No. 251 of.DSR 2007.	2000	Sft		
4	Reinforced cement concete work including all labour and material except the cost cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also including all kind of forms moulds lifting shuttring curing rendering and finishing the exposed surface including screening and washing of shingle S.I 6 (a) Ch 4.	350	Cft		
5	fabrication of mild steel reinforcement for cement concrte including cutting, binding,laying in position making joint and fastening including cost of binding wire (also include removal of using toll bars) S.N 8 (b) Ch-4	8	Cwt		
6	Providing and laying 1:6 cement concrete solid block mansonry wall 6inch and below and thickness set in 1:6 cement mortar in ground floor super structure including raking out joints and curing etc S.no 24 Ch 4	200	Cft		
7	Repair of existing Asbestos sheets Roof as per drawing and instruction of consultant	198	Sft		
8	Providing and applying Wheather shield or equivalent paint (3 coats) of approved make and shade over rough surface. Complete in all respect as per instructions of the Architect / Engineer-in-Charge.ICI ,DULUX or approved equivalent.(upto any height in any floor)	1350	Sft		

9	Cement Concrete Plain including placing compacting finishing and curing, complete (including screening and washing at stone aggregate without shuttering. 1 :2:4 S.I Item no 19 (c) P-10	1000	Sft		
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10	Desmentling Plain CC Blocks Masonry At Any Height As Per Instruction of Engr/Consultant	50	Cft		
11	Repair of Existing Gate	60	Sft		
12	Providing And Fixing Main Gate of MS sheet with andgle iron frame complete in all respects as per direction of consultants.	120	Sft		
Total					
RT C (PLUMBERING WORK)					
1	Construction of Main Hole	4	Nos		
2	Providing And Lying 6" Drainage Line included fitting like bend,socket & elbow etc complete in all respect as per direction of consultant	150	Rft		
Total					

Note:

- Completion period 30 calendar days.
- Detailed schedule of work to be submitted and approved in advance.
- No running bills, full and final payment after completion of works, with usual retention amount.



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-2	Cement Concrete Plain including placing compacting finishing and curing, complete (including screening and washing at stone aggregate without shuttering. 1:4:8			
3	Providing and laying 60 mm thick factory made cement concrete inter locking paver block of M -30 grade made by block making machine with strong vibratory compaction and of approved size and design/ shape laid in required colour and pattern over and including 50 mm thick compacted bed of courses and, filling the joints with coarses and etc. all complete as per the direction of Engineer-in- charge. It. No. 16.68, Page No. 251 of.DSR 2007.			
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7	Repair of existing Asbestos sheets Roof as per drawing and instruction of consultant			
8	Providing and applying Wheather shield or equivalent paint (3 coats) of approved make and shade over rough surface. Complete in all respect as per instructions of the Architect / Engineer-in-Charge.ICI ,DULUX or approved equivalent.(upto any height in any floor)			



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9	Cement Concrete Plain including placing compacting finishing and curing, complete (including screening and washing at stone aggregate without shuttering. 1 :2:4 S.I Item no 19 (c) P-10				
10	Desmentling Plain CC Blocks Masonry At Any Height As Per Instruction of Engr/Consultant				
11	Repair of Existing Gate				
12	Providing And Fixing Main Gate of MS sheet with andgle iron frame complete in all respects as per direction of consultants.				
Total					
RT C (PLUMBERING WORK)					
1	Construction of Main Hole				
2	Providing And Lying 6" Drainage Line included fitting like bend,socket & elbow etc complete in all respect as per direction of consultant				
Total					

Note:

- Completion period 30 calendar days.
- Detailed schedule of work to be submitted and approved in advance.
- No running bills, full and final payment after completion of works, with usual retention amount.



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SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

**(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).*



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SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (attach evidence)
--	--	--

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.



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SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.



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SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works.
The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



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SCHEDULE – F TO BID

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[Name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

.....
[Contractor]



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CONDITIONS OF CONTRACT



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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 Contract means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 Specifications mean the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 Drawings mean the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 Party means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 Day means a calendar day
- 1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but



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Does not include any allowance for profit.

Other Definitions

- 1.1.1 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but do not include Materials or Plant intended to form part of the Works.
- 1.1.2 Country means the Islamic Republic of Pakistan.
- 1.1.3 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.4 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.5 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.6 Plant means the machinery and apparatus intended to form part of the Works.
- 1.1.7 Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.8 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.9 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.10 Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.



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1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permit sets.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses' or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person



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at the time of his appointment.



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3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Sub contracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The



Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and



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- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.



8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.



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10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties,or
- b) where appropriate, at rates in the Contract,or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failingwhich
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate,or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials,used.

10.3 Changes in theQuantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the ProcuringAgency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill ofQuantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any



Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.



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11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.



12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care



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of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 ForceMajeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or



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Remedy effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.



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16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** _____ days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)



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2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** _____

3.2 **Name and address of Engineer's/Procuring Agency's representative**

4.4 **Performance Security:**

Amount _____

Validity _____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's _____

7.2 **Program:**

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of program: _____ *(Bar Chart/CPM/PERT or other)*

7.4 Amount payable due to failure to complete shall be % per day up to a maximum of
(10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.

9.1 **Period for remedying defects**

10.2 (e) **Variation procedures:**

Day work rates _____
_____ (Details)

11.1 **Terms of Payments**

a) **Mobilization Advance**

- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:



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- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then $1/5^{\text{th}}$ of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;



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- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column;—deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) Value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 * (a) Valuation of the Works:

- i) Lump sum price _____ (details), or
- ii) Lump sum price with schedules of rates _____ (details), or
- iii) Lump sum price with bill of quantities _____ (details), or
- iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
- v) Cost reimbursable _____ (details)



11.3 **Percentage of retention*:** *five(5%)*

11.6 **Currency of payment:** Pak.Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

Other cover*:

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____%).

15.3 **Arbitration****

Place of Arbitration: _____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*



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STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).



FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

Address: _____

Name of Principal (Bidder) with

Address: _____

Sum of Security (express in words and
Figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The -Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we find ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the represents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid numbered and dated as above for

_____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,



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The entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

GuaranteeNo. _____
Executedon _____
ExpiryDate _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor)with

address: _____

Penal Sum of Security (express in words and
figures) _____

Letter ofAcceptanceNo. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____
(Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.



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Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the _____
Day of _____ 200_____ between _____ (here in after called the
-Procuring Agency) of the one part and _____ (Hereinafter called the
-Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____
should be executed by the Contractor and has accepted a Bid by the Contractor for the
execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed 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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities(BOQ);
 - (e) The Specifications; and
 - (f) The Drawings
 - (g) B.O.Q must be having extra items taken for condition of theme and interior scheme which can be used for different item as required.
 - (h) All the material and fixture must be approved by architect.
 - (i) Bill should be verified by Architect or its representative.
 - (j) Architect will have all Authority to approve at site.
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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.



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IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



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MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter
Called the Procuring Agency) has entered into a Contract for

_____ (Particulars of Contract), with

_____ (Here in after called the Contractor).

ANDWHERE AS the Procuring Agency has agreed to advance to the Contractor, at the
Contractor's request, an amount of Rs. _____ Rupees
_____) which amount shall be advanced to the Contractor as per
provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to
secure the advance payment for the performance of his obligations under the said Contract.

ANDWHEREAS _____ (Scheduled Bank)
(hereinafter called the Guarantor) at the request of the Contractor and in consideration of the
Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish
the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance
for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment
of any of his obligations for which the advance payment is made, the Guarantor shall be liable
to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final
judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to
the Guarantor, and on such first written demand payment shall be made by the Guarantor of all
sums then due under this Guarantee without any reference to the Contractor and without any



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objection.



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This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



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INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the..... day of.....
-----197--" BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).¹

AND WHEREAS the contractor has applied to the.....
—..... for an advance to him of Rupees -----
(Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said work assigned by the contractor
Fin R. Form. 17. A
on----- and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....
..... (Rs. -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees.....
(Rs. -----) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.



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- (2) That the materials detailed in the said Running Account Bill (B) which have been
Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the said materials detailed in the said Running Account Bill (B) and all other

Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer----- (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the



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Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees - (Rs.....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said work on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer Circle whose decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.



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In witnesses whereof the*----- on behalf of the
Governor of Sindh and the said----- have hereunto set their
respective hands and seals the day and first above written.

Signed, sealed and delivered by* In the presence of Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of Seal

1st Witness 2nd witness



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SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]



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***DRAWINGS**

**(Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

SINDH EDUCATION FOUNDATION

Bidding Documents

For

National Competitive Bidding

Pakistan

TENDER NOTICE FOR RENT BASIS SEF OFFICE

AT KHAIRPUR

Tender Ref # SEF/NP/17-18/20

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Preface

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

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Part One - Section I.
Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

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

any government organization in accordance with sub clause 34.1

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents ,and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

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

rejection of its bid.

- | | | |
|--|-----|---|
| 6. Clarification of Bidding Documents | 6.1 | <p>A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.</p> |
| 7. Amendment of Bidding Documents | 7.1 | <p>At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.</p> |
| | 7.2 | <p>All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p> |
| | 7.3 | <p>In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.</p> |

C. Preparation of Bids

- | | | |
|--|-----|---|
| 8. Language of Bid | 8.1 | <p>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 language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p> |
| 9. Documents Comprising the Bid | 9.1 | <p>The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; (b) documentary evidence established in accordance with ITB |

Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

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

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 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.

11. Bid Prices

11.1 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.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, 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.

Eligibility and

Qualification 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

133 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents
Establishing
Goods'
Eligibility and
Conformity to
Bidding
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 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:

- (a) a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

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

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

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

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

D. Submission of Bids

18. Sealing and Marking of Bids

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

19. Deadline for Submission of Bids

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

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

20. Late Bids

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

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

E. Opening and Evaluation of Bids**22. Opening of Bids by the Procuring agency**

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 223 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 224 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids** 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination** 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 242 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 243 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 244 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) Delivery schedule.

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

or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

- (ii) The SCC stipulates the payment schedule offered by

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

(d) Cost of spare parts.

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- (ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

(e) Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

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

or

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

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

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

Alternative

25.4 Merit Point System:

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

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

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

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

**34. Corrupt or
Fraudulent
Practices**

34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, 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 Procuring agency of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the 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" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

3. Country of Origin

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

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- 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 twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the 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. Inspections and Tests** 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

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

- 83 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.
- 84 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.
- 85 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

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

- 11. Insurance** 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation** 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied 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 Pak. Rupees.

17. Prices

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

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

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

- | | |
|---|---|
| 19. Contract Amendments | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 20. Assignment | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the 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 | 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or |

Damages

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

24. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing 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.

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

SINDH EDUCATION FOUNDATION

Bidding Documents

For

National Competitive Bidding

TENDER NOTICE FOR RENT BASIS SEF OFFICE AT KHAIRPUR

Tender Ref # SEF/NP/17-18/20

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall *not* be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- (a) Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- (f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Part Two

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen days for NCB and forty five days(45) ICB for bid preparation and submission ;

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) and that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

TENDER NOTICE (s) FOR SINSH EDUCATION FOUONDATION, KARACHI

Sealed bids, addressed to the Procurement Department, Sindh Education Foundation, are invited under SPPRA rules, 2010. The potential bidder must have at least 5 years of experience in same field along with turnover of **Rs. 1 million** per annum in Cleaning/Washing Services. The Contract to the successful bidder for Cleaning/ washing Services shall be awarded for 1 year and may extended for next two (2) years on the basis of performance and availability of funds. Strong background firms are required to provide a best proposal, they are allowed to participate as per below mentioned schedule:

DESCRIPTION OF JOB	TENDER REFERENCE NO.	TENDER FEES	BID SECURITY	TENDER DOCUMENTS	AVAILABILITY OF TENDER DOCUMENTS	LAST DATE OF SUBMISSION	TENDER OPENING DATE
Cleaning/Washing Services for SEF Head Office (Building 1&2) & Regional office Karachi	SEF/NP/17-18/18	Rs. 1,000/- (non-refundable)	3% of total bid cost of initial first year in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:15 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 03:30 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.
Rent Basis SEF Office at Khairpur	SEF/NP/17-18/20	Rs. 500/- (non-refundable)	Rs. 3,000/- in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:45 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 04:00 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.

Interested Vendors/Contractors are requested to give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the rules.

Bidding documents containing terms and conditions with a prescribed Performa can be obtained from Procurement Department, Sindh Education Foundation **Karachi**, against pay order of amount as mentioned above tender fees in favor of "SINDH EDUCATION FOUNDATION" and in case of download bidding documents from SPPRA or SEF website, at the time of submitting of bid, the pay order of tender fees must be enclosed along with the bid in favor of "SINDH EDUCATION FOUNDATION".

All bids should be submitted in single package containing one envelope each under Single stage – One envelope procedure specified in SPPRA rules, 2010. Envelope shall contain the TECHNICAL & FINANCIAL PROPOSAL duly attached with Bid Security (**refundable**) pay order of the total bid cost as mentioned above in the column of bid security. Pay order must be in the name of **SINDH EDUCATION FOUNDATION**. No bid will be accepted without Bid Security & such bid(s) will be rejected at the spot.

Bids shall be opened at the **HEAD OFFICE OF SEF PLOT NO.21, BLOCK-7/8, OVERSEASE HOUSING, AMEER KHUSRO ROAD KARACHI, PAKISTAN**. On the time & date given above in the presence of Purchase Committee or Tender Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present. The envelop must be on the name of Acting Deputy Director, Procurement-SEF.

SEF has reserves the rights to accept or reject any or the whole tender as per relevant provisions of SPPRA rules 2010.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 and may cancelled the bidding process at any time prior of acceptance of bid or proposal as per rule 25(1) said rules.

This advertisement is also available on the websites of Sindh Education Foundation & SPPRA Govt. of Sindh i.e. www.sef.org.pk & www.pprasindh.gov.pk respectively.

S/d

Deputy Director (Procurement)

Section II. Bid Data Sheet

Notes on the Bid Data Sheet

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Part One Section I must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

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

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

Introduction	
ITB 1.1	Sindh Education Foundation
ITB 1.1	N/A
ITB 1.1	N/A
ITB 1.1	Rent Basis SEF Office at Khairpur
ITB 4.1	Sindh Education Foundation
ITB 6.1	Ph.# 021-34305753-4, 34305754 Fax: 021-34169182 E-mail: procurement@sef.org.pk , zain.ali@sef.org.pk , Website: www.sef.org.pk
ITB 8.1	Language of the bid. English

Bid Price and Currency	
ITB 11.2	The price quoted shall be <u>PKR</u>
ITB 11.5	The price shall be fixed, or the price shall be adjustable. (N/A)

Preparation and Submission of Bids																													
ITB 13.3 (d)	<p>Qualification/ Requirements</p> <p>Location: Main City (Khairpur), Area 600 Sq. Yard, Room: 10-12, Parking Area for 8 vehicles, with garden, well-finished, Big meeting hall, Availability of gas, water & Electricity.</p> <p>Bidders are required to provide complete detail of the tendered premises on following format.</p> <table border="1"> <thead> <tr> <th>Sr. no</th> <th>SEF Requirement</th> <th>Tendered Premises detail.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Main City (Khairpur)</td> <td></td> </tr> <tr> <td>2</td> <td>Area 600 Sq. Yard</td> <td></td> </tr> <tr> <td>3</td> <td>Room: 10-12</td> <td></td> </tr> <tr> <td>4</td> <td>Parking Area for 8 vehicles</td> <td></td> </tr> <tr> <td>5</td> <td>with garden, well-Finished</td> <td></td> </tr> <tr> <td>6</td> <td>Big meeting hall</td> <td></td> </tr> <tr> <td>7</td> <td>Availability of gas</td> <td></td> </tr> <tr> <td>8</td> <td>water & Electricity</td> <td></td> </tr> </tbody> </table>		Sr. no	SEF Requirement	Tendered Premises detail.	1	Main City (Khairpur)		2	Area 600 Sq. Yard		3	Room: 10-12		4	Parking Area for 8 vehicles		5	with garden, well-Finished		6	Big meeting hall		7	Availability of gas		8	water & Electricity	
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ITB 14.3 (b)	Spare parts required for [number] of years of operation.																												
ITB 15.1	<p>Amount of bid security.</p> <p>Must be a pay order of Rs.3000/= Bid Security of the total bid cost, in the name of SINDH EDUCATION FOUNDATION.</p>																												
ITB 16.1	<p>Bid validity period.</p> <p>Bid validity periods is 90 days, from date of Opening of Bid.</p>																												
ITB 17.1	<p>Number of copies.</p> <p>Original and 01 photocopy of Financial & Technical Proposal.</p>																												
ITB 18.2 (a)	<p>Address for bid submission.</p> <p>Sindh Education Foundation (HO) Plot # 21, Block – 7/8, OCHS Khusro Road, Karachi- Phone: (92-21) 34169141-5, FAX: (92-21)99251652.</p>																												
ITB 18.2 (b)	<p>IFB title and number.</p> <p>Bid for the purchase of TENDER NOTICE FOR RENT BASIS SEF OFFICE AT KHAIRPUR SEF/NP/17-18/20. PLEASE INDICATE THE WORDS ON THE ENVELOPE: TENDER NOTICE FOR RENT BASIS SEF OFFICE AT KHAIRPUR. PLEASE DO NOT OPEN BEFORE 18th October, 2017 at 4:00 pm</p>																												
ITB 19.1	<p>Deadline for bid submission.</p> <p>3:45 pm, 18th October, 2017</p>																												
ITB 22.1	<p>Time, date, and place for bid opening.</p> <p>4:00 pm, 18th October, 2017, Sindh Education Foundation (HO) Plot # 21, Block – 7/8, OCHS Khusro Road, Karachi- Phone: (92-21) 34169141-5, FAX: (92-21)99251652.</p>																												

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation. Least cost of eligible bidder
ITB 25.4 (a)	One option only.
ITB 25.4 (b)	Delivery schedule Relevant parameters in accordance with option selected:

Option (i)	adjustment expressed as a percentage,
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation,
Option (iii)	adjustment expressed as a percentage
	<i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i>
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.
ITB 25.4 (d)	Cost of spare parts. N/A <i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i>
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country. N/A <i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: (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> (ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i> (iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs];</i> and (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) or Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. <i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i>
ITB 25.4 (g)	Performance and productivity of equipment. (N/A) <i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should</i>

	<i>apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i>
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.
ITB 25.4 Alternative	Specify the evaluation factors: Least cost of eligible bidder
Contract Award	
ITB 29.1	Percentage for quantity increase or decrease. Percentage for quantity increase or decrease is 15% of the total tendered quantities. <div>N/A</div>

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- (a) Information that complements provisions of Part one Section II must be incorporated.
- (b) Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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Special Conditions of Contract

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: Sindh Education Foundation

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

GCC 1.1 (i)—The Supplier is: Successful Bidder will be the Land lord

Sample Provision

GCC 1.1 (j)—The Project Site is:

N/A

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1—N/A

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

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

N/A

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: N/A

5. Packing (GCC Clause 9)*Sample provision*

GCC 9.3—The following SCC shall supplement GCC Clause 9.2: N/A

6. Delivery and Documents (GCC Clause 10)

Copy of lay out plan with sublease / registration in the name of

Sample provision (DDP terms)

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

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

7. Insurance (GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

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

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

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are: N/A

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)***Sample provision***

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

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

or

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

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

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: (N/A)

11. Payment (GCC Clause 16)***Sample provision***

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

Payment for Goods supplied:

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

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency. (N/A)
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (N/A)
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency. (N/A)

Payment of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

- (iv) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- (v) Part payment on part supply may be allowed

12. Prices (GCC Clause 17)*Sample provision*

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. (N/A)

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: (N/A)

Maximum deduction: (N/A)

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

14. Resolution of Disputes (GCC Clause 28)

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

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

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes: **Head Office:**
House# 21-A, Block 7/8 Overseas Cooperative Housing Society, Ameer Khusro
Road, Karachi, Ph.# 021-34305753-4, 34305754 Fax: 021-34169182 E-
mail:procurement@sef.org.pk; Website:www.sef.org.pk

—Supplier's address for notice purposes: Address of the successful bidder

Section IV. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from
1	RENT BASIS SEF OFFICE AT KHAIRPUR	Location: Main City (Khairpur), Area 600 Sq. Yard, Room: 10-12, Parking Area for 8 vehicles, with garden, well-finished, Big meeting hall, Availability of gas, water & Electricity.	Hire for Eleventh months tentatively and extendable as conditions of the contract.

Note:

The Renovation work will be carried out as per SEF approved plan.

¹ The Procuring agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section V. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

Technical Specifications

S. No.	Cities/Offices for Rent Basis, SEF	Area Specifications
1	RENT BASIS SEF OFFICE AT KHAIRPUR	Location: Main City (Khairpur), Area 600 Sq. Yard, Room: 10-12, Parking Area for 8 vehicles, with garden, well-finished, Big meeting hall, Availability of gas, water & Electricity.

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

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

1. Bid Form and Price Schedules

Date: _____
IFB N°: _____

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.

Dated this _____ day of _____ 17____.

[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
	RENT BASIS SEF OFFICE AT KHAIRPUR.	Pakistan				
	(As per technical specification mentioned)					
	One month Rent				-	-
	Eleven Month rent				-	-
	Total					

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 *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[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 _____ 17.

THE CONDITIONS of this obligation are:

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 _____ 17____ 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 _____ 17____ 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 _____ 17_____.

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.

Sindh Education Foundation

Bidding Documents

For

National Competitive Bidding

Pakistan

**Cleaning/Washing Services for SEF Head Office (Building
1&2) & Regional office in Karachi**

Tender Ref #: SEF/NP/17-18/18

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- | | | |
|---|-----|---|
| 2. ELIGIBLE BIDDERS | 2.1 | This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 and its Bidding Documents except as provided hereinafter. |
| | 2.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | 2.3 | Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. |
| | 2.4 | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1. |
| 3. ELIGIBLE GOODS & SERVICES | 3.1 | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services. |
| | 3.2 | For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| 4. COST OF BIDDING | 4.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. THE BIDDING DOCUMENTS

- | | | |
|---|-----|---|
| 5. CONTENTS OF BIDDING DOCUMENTS | 5.1 | <p>The bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Bid Data Sheet (c) General Conditions of Contract (GCC) (d) Special Conditions of Contract (SCC) (e) Schedule of Requirements (f) Technical Specifications (g) Bid Form and Price Schedules (h) Bid Security Form (i) Contract Form (j) Performance Security Form (k) Manufacturer's Authorization Form |
|---|-----|---|

	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. CLARIFICATION OF BIDDING DOCUMENTS	6.1	A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. AMENDMENT OF BIDDING DOCUMENTS	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
<u>C. PREPARATION OF BIDS</u>		
8. LANGUAGE OF BIDS	8.1	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 language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. DOCUMENTS COMPRISING THE BID	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15.
10. BID FORM	10.1	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.
11. BID PRICES	11.1	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.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. BID CURRENCIES	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION	13.1	Pursuant to ITB Clause 9, 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.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:</p> <p>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;</p> <p>(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>(c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
14. DOCUMENTS ESTABLISHING GOODS ELIGIBILITY & CONFORMITY TO BIDDING	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

DOCUMENTS

- 14.2** The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3** 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:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4** For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 15. BID SECURITY**
- 15.1** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2** The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3** The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) Irrevocable cashable on-demand Bank call-deposit/Pay Order in the name of Sindh Education Foundation.
- 15.4** Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
- 15.5** Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6** The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of a successful Bidder, if the Bidder fails:
 - (b) (i) to sign the contract in accordance with ITB Clause 32;
or
(ii) to furnish performance security in accordance with ITB Clause 33.
- 16. PERIOD OF VALIDITY OF BIDS**
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17. FORMAT & SIGNING OF BID**
- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- D. SUBMISSION OF BIDS**
- 18. SEALING & MARKING OF BIDS**
- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

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| | 18.3 | The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". |
| | 18.4 | If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening. |
| 19. DEALING FOR SUBMISSION OF BIDS | 19.1 | Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet. |
| | 19.2 | The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| 20. LATE BIDS | 20.1 | Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| 21. MODIFICATION & WITHDRAWAL OF BIDS | 21.1 | The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids. |
| | 21.2 | The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids. |
| | 21.3 | No bid may be modified after the deadline for submission of bids. |
| | 21.4 | No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7. |

E. OPENING & EVALUATION OF BIDS

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| 22. OPENING OF BIDS BY THE PROCURING AGENCY | 22.1 | The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance. |
| | 22.2 | The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. |
| | 22.3 | Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the |

		circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
23. CLARIFICATION OF BIDS	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. PRELIMINARY EXAMINATION	24.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. EVALUATION & COMPARISON OF BIDS	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

- (b) Delivery Schedule:

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

OR

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

OR

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

- (c) Deviation in Payment Schedule:

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an

alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

OR

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

(g) Performance & Productivity of the Equipment/material.

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

OR

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

(h) Procuring Agency will only accept the material subject to the approval of the samples through SEF by the vendor (if required).

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

1. The potential bidder must have at least 5 years of experience in same field (evidence required).
2. Turnover of Rs.3.0 million per annum in **Cleaning/Washing Services** (evidence required).
3. The bidder must also not be black listed for anywhere affidavit required on stamp paper.
4. Registration with relevant tax & sale tax department Govt. of Pakistan (evidence required).

**26. CONTACTING
THE PROCURING
AGENCY**

26.1

Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.2

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

F. AWARD OF CONTRACT

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| 27. POST-QUALIFICATION | 27.1 | In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3. |
| | 27.2 | The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate. |
| | 27.3 | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 28. AWARD CRITERIA | 28.1 | Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. |
| 29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD | 29.1 | The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |
| 30. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS | 30.1 | The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action. |
| 31. NOTIFICATION OF AWARD | 31.1 | Prior to the expiration of the period of the bid validity, the procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. |
| | 31.2 | The notification of award will constitute the formation of the Contract. |
| | 31.3 | Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15. |
| 32. SIGNING OF THE CONTRACT | 32.1 | At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. |
| | 32.2 | Within thirty (30) days of receipt of the Contract Form, the |

successful Bidder shall sign and date the contract and return it to the Procuring agency.

33. PERFORMANCE SECURITY

33.1

Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2

Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. CORRUPT OR FRAUDULENT PRACTICES

34.1

The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2010 and Rules made there under:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, 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 Procuring agency of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2

Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

PART ONE – SECTION – II

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CLAUSES

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GENERAL CONDITIONS OF THE CONTRACT

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| 1. Definitions | 1.1 | <p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.c) "The Goods" means all of the 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" means the General Conditions of Contract contained in this section.f) "SCC" means the Special Conditions of Contract.g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.h) "The Procuring agency's country" is the country named in SCC.i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.j) "The Project Site," where applicable, means the place or places named in SCC.k) "Day" means calendar day. |
| 2. Application | 2.1 | <p>These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> |
| 3. Country of Origin | 3.1 | <p>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.</p> |
| | 3.2 | <p>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.</p> |

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| | 3.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |
| 4. Technical Specifications | 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 & information; Inspection & Audit by the Govt. | 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 twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | 7.3 | The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: |
| | a) | a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or |
| | 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. Inspections & Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. Delivery & Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is 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;
- 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.

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/material, 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 Pak. Rupees.
- 17. Prices**
- 17.1** Prices charged by the Supplier for Goods/material delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1** The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - b) the method of shipment or packing;
 - c) the place of delivery; and/or
 - d) The Services to be provided by the Supplier.
- 18.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 19. Contract Amendments**
- 19.1** Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment**
- 20.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Sub Contracts**
- 21.1** The Supplier shall notify the Procuring agency in writing of all

		subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	<p>The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> 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.

		<p>“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.</p>
	24.2	<p>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.</p>
25. Force Majeure	25.1	<p>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.</p>
	25.2	<p>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.</p>
	25.3	<p>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.</p>
26. Termination for insolvency	26.1	<p>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.</p>
27. Termination for Convenience	27.1	<p>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.</p>
	27.2	<p>The Goods/material 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:</p> <p>a) to have any portion completed and delivered at the Contract terms and prices;</p>

		b)	and/or 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 & 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.

Sindh Education Foundation

Bidding Documents

For

National Competitive Bidding

Pakistan

**Cleaning/Washing Services for SEF Head Office (Building
1&2) & Regional office in Karachi**

Tender Ref #: SEF/NP/17-18/18

Part Two

(Procurement specific provisions)

- Invitation of Bids (IFB),
- Bid Data Sheet (BDS),
- Special Conditions of the Contract (SCC),
- Schedule of requirements,
- Technical Specifications,
- Sample Form,
- Eligibility.

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PART TWO

SECTION – I: INVITATION FOR BIDS

TENDER NOTICE (s) FOR SINSH EDUCATION FOUNDATION, KARACHI

Sealed bids, addressed to the Procurement Department, Sindh Education Foundation, are invited under SPPRA rules, 2010. The potential bidder must have at least 5 years of experience in same field along with turnover of **Rs. 1 million** per annum in **Cleaning/Washing Services**. The Contract to the successful bidder for Cleaning/ washing Services shall be awarded for 1 year and may extended for next two (2) years on the basis of performance and availability of funds.

Strong background firms are required to provide a best proposal, they are allowed to participate as per below mentioned schedule:

DESCRIPTION OF JOB	TENDER REFERENCE NO.	TENDER FEES	BID SECURITY	TENDER DOCUMENTS	AVAILABILITY OF TENDER DOCUMENTS	LAST DATE OF SUBMISSION	TENDER OPENING DATE
Cleaning/Washing Services for SEF Head Office (Building 1&2) & Regional office Karachi	SEF/NP/17-18/18	Rs. 1,000/- (non-refundable)	3% of total bid cost of initial first year in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:15 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 03:30 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.
Rent Basis SEF Office at Khairpur	SEF/NP/17-18/20	Rs. 500/- (non-refundable)	Rs. 3,000/- in favor of Sindh Education Foundation	Exact details & Specifications are available in the bidding documents.	2 nd October, 2017 to 17 th October, 2017 from 09:30 am to 04:30 pm (working days only)	18 th October, 2017 up to 03:45 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing	18 th October, 2017 up to 04:00 pm In case of any holiday/law and order situation/mishaps the last date of submission will be on next working day & above timing.

Interested Vendors/Contractors are requested to give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the rules.

Bidding documents containing terms and conditions with a prescribed Performa can be obtained from Procurement Department, Sindh Education Foundation **Karachi**, against pay order of amount as mentioned above tender fees in favor of "SINDH EDUCATION FOUNDATION" and in case of download bidding documents from SPPRA or SEF website, at the time of submitting of bid, the pay order of tender fees must be enclosed along with the bid in favor of "SINDH EDUCATION FOUNDATION".

All bids should be submitted in single package containing one envelope each under Single stage – One envelope procedure specified in SPPRA rules, 2010. Envelope shall contain the TECHNICAL & FINANCIAL PROPOSAL duly attached with Bid Security (**refundable**) pay order of the total bid cost as mentioned above in the column of bid security. Pay order must be in the name of **SINDH EDUCATION FOUNDATION**. No bid will be accepted without Bid Security & such bid(s) will be rejected at the spot.

Bids shall be opened at the **HEAD OFFICE OF SEF PLOT NO.21, BLOCK-7/8, OVERSEASE HOUSING, AMEER KHUSRO ROAD KARACHI, PAKISTAN**. On the time & date given above in the presence of Purchase Committee or Tender Committee, SEF, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present. The envelop must be on the name of Acting Deputy Director, Procurement-SEF.

SEF has reserves the rights to accept or reject any or the whole tender as per relevant provisions of SPPRA rules 2010.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 and may cancelled the bidding process at any time prior of acceptance of bid or proposal as per rule 25(1) said rules.

This advertisement is also available on the websites of Sindh Education Foundation & SPPRA Govt. of Sindh i.e. www.sef.org.pk & www.pprasindh.gov.pk respectively.

S/d

Deputy Director (Procurement)

Section II. Bid Data Sheet

Bid Data Sheet

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

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

Introduction	
ITB 1.1	Sindh Education Foundation
ITB 1.1	N/A
ITB 1.1	N/A
ITB 1.1	Name of Contract. Hiring of services for Cleaning/Washing Services for SEF Head Office (Building 1&2) & Regional office Karachi.
ITB 4.1	Sindh Education Foundation
ITB 6.1	Ph.# 021-34305753-4, 34305754 Fax: 021-34169182 E-mail: procurement@sef.org.pk , zain.ali@sef.org.pk ; Website: www.sef.org.pk
ITB 8.1	Language of the bid. English only

Bid Price and Currency	
ITB 11.2	The price quoted shall be <u>PKR</u>
ITB 11.5	The price shall be fixed.



**SINDH EDUCATION FOUNDATION
GOVT. OF SINDH**

PLOT NO.21, BLOCK-7/8, OVERSEASE HOUSING, AMEER KHUSRO ROAD
KARACHI, PAKISTAN.

Phone: (92-21) 34169141-5, FAX #: (92-21) 99251652



Preparation and Submission of Bids			
ITB 13.3 (d)	S. No.	IMPORTANT PRE-QUALIFICATION / ASSESSMENT POINTS	YES/ NO
		<u>Comprises following criteria of marking</u>	
	1	5 Year experience in Cleaning/Washing Services field (evidence required). <ul style="list-style-type: none"> At least last 5 copies of Purchase orders / Contract are required. 	
	2	Minimum Turnover is Rs. 01 Million per annum in the same field of Cleaning/Washing Services. For evidence documents require: <ul style="list-style-type: none"> Latest twelve months Bank Statement required. 	
	3	List of litigations with the clients (If any) and nature of Litigations & Affidavit @ 50/- rupees stamp/Bond paper that the firm has never been blacklisted.	
	4	Have registration with relevant Tax & Sale Tax Departments of the Govt. of Pakistan or Govt. of Sindh. Following evidence documents are required: <ul style="list-style-type: none"> Copy of sales/Services tax Registration Certificate required (must) Copy of National Tax Registration Certificate required (must) Copy of Tax Exemption Certificate required (if applicable) 	
	NOTE	The bidders must provide all above-mentioned documents for being eligible for the tender and must fill the checklist in accordance with the attached/ submitted documents.	
ITB 15.1	Amount of bid security. Must be a pay order of 3% Bid Security (refundable) pay order of the total bid cost for the initial first year.		
ITB 16.1	Bid validity period. Bid validity periods is 90 days, whereas price validity should be up to 90 days after bid submission date.		
ITB 17.1	Number of copies (Original and 03 photocopies of Financial & Technical Proposal).		
ITB 18.2 (a)	Sindh Education Foundation (HO) Plot # 21, Block – 7/8, OCHS Khusro Road, Karachi- Phone: (92-21) 34169141-5, FAX: (92-21)99251652.		
ITB 18.2 (b)	IFB title and number. Procurement for Cleaning/Washing Services and SEF/NP/16-17/18		
ITB 19.1	Deadline for bid submission. 18th October 2017 up to 03:00 pm		

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ITB 22.1	Time, date, and place for bid opening. 03:30 pm, 18th October, 2017, Sindh Education Foundation (HO) Plot # 21, Block – 7/8, OCHS Khusro Road, Karachi- Phone: (92-21) 34169141-5, 34169184
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Bid Evaluation	
ITB 25.3	Criteria for bid evaluation. <i>See the criteria listed in ITB Clause 25.2</i>
ITB 25.4 (a)	One option only. (N/A)
ITB 25.4 (b)	Delivery Schedule should be as per the Work/Purchase Order. Relevant parameters in accordance with option selected:
Option (i)	adjustment expressed as a percentage, or
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation, or
Option (iii)	adjustment expressed as a percentage <i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.] (N/A)</i>
ITB 25.4 (c) (ii)	Deviation in payment schedule. (N/A) Annual interest rate.
ITB 25.4 (d)	Cost of spare parts. (N/A) <i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i>
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country. (N/A) <i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>



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ITB 25.4 (f)	<p>Operating and maintenance costs.</p> <p>Factors for calculation of the life cycle cost:</p> <ul style="list-style-type: none"> (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> (ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i> (iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs];</i> and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. <p align="center">(N/A)</p> <p>or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. <i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p>
ITB 25.4 (g)	<p>Performance and productivity of equipment. (N/A)</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should</i></p>
	<p><i>apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p>
ITB 25.4 (h)	<p>Details on the evaluation method or reference to the Technical Specifications. 100 % compliance to technical specifications</p>
ITB 25.4 Alternative	<p>Specify the evaluation factors. (N/A)</p> <p><i>[The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.]</i></p>
Contract Award	
ITB 29.1	<p>Percentage for quantity increase or decrease.</p> <p>Percentage for quantity increase or decrease is 15% of the total tendered quantities.</p>



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Section III. Special Conditions of Contract



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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. Performance Security (GCC Clause 7)

GCC 7.1—the amount of performance security, as a percentage of the Contract Price, shall be 5% of the contract cost OR as per individual purchase order(s) issued.

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

2. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
100% after delivery.

3. Packing (GCC Clause 9)

Safe and Sound

4. Payment (GCC Clause 16)

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

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

- (i) 100% of the Contract Price or the individual Purchase Order price given on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods/material have been delivered and that all contracted services have been performed.

Payment of local currency portion shall be made in [PKRs] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

- (ii) Part payment on part supply may be allowed subject to clearance from procurement departments or delivery of goods as per agreed stages.

5. Prices (GCC Clause 17)

GCC 17.1—Prices shall be inclusive of all government taxes, transportation, 0.3% stamps duty, packaging etc.

6. Liquidated Damages (GCC Clause 23)

GCC 23.1— Maximum deduction: 10% of the ordered cost & minimum 0.5 % per week applicable from the issue



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arising date.

7. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to Managing Director SEF, and his/her decision will be treated as final.

8. Applicable Law (GCC Clause 30)

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

13 Notices (GCC Clause 30)

GCC 301—Purchaser's address for notice purposes:

SEF, Head Office, Plot No. 21, OCHS, Ameer Khusro Road, Karachi.



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Section IV. Schedule of Requirements



SCHEDULE OF REQUIREMENTS

CLEANING/WASHING/JANITORIAL SERVICES

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

S.No	Items Description	Quantity	Delivery Schedule	Delivery Location
1	Cleaning Washing/ Janitorial Services.	1	October, 2017-30 th June, 2018.	SEF – Head office Karachi
2	Cleaning Washing/ Janitorial Services.	1	1 st July, 2018-30 th June, 2019.	SEF – Head office Karachi
3	Cleaning Washing/ Janitorial Services.	1	1 st July, 2019-9 th May, 2020.	SEF – Head office Karachi



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Section V. Technical Specifications



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TECHNICAL SPECIFICATIONS

CLEANING/WASHING SERVICES OF SEF HEAD OFFICE

TERMS OF REFERENCE- OFFICE CLEANING/WASHING/JANITORIAL SERVICES

SEF Head office (Building1, 2) & Regional office in Karachi should be covered in this service, the required services should cover the following works to be carried out under the **tender**:

Daily Routines:

- Dusting of Doors, Furniture & Fixture (tables, Chairs, Windows, doors, mirrors etc),
- Seat & Mirror wash (Soak-wet),
- Cleaning/moping of Floors with Surf/Finaile,
- Cleaning/moping of roofs,
- Cleaning/moping of Stairs (Soak-wet),
- Cleaning/moping of washrooms,
- Cleaning/moping of Water Body, Aquarium and water pole/pond,
- Cleaning/Dusting of equipment's,
- Air Freshener (Two Times)

Quarterly Routines:

- Water tank cleaning (Ground + Roof top) **on quarterly basis**, (Including all kind of chemicals for cleaning)
- Fumigated/Chemical cleaning of office (Include all kinds of pesticides & Insecticides), on quarterly basis or/& as per requirement.

Obligation/Note for the potential vendor:

- All kinds of cleaning material/stuff (insecticides/pesticides/hand wash, dustbin's plastic bags, etc.) shall be provided by the contractor/vendor as per requirement.
- 10 in no. workers for 3 offices from 2:00 pm to 09:00 pm daily
- 7 days a week working.



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Section VI. Sample Forms



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SAMPLE FORMS

- 1) Bid Form & Price Schedule
- 2) Bid Security Form
- 3) Contract Form
- 4) Performance Security Form
- 5) Manufacturer's/Supplier's Authorization Form
- 6) Integrity Form



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1. Bid Form and Price Schedules

Date:.....
IFB No:

To:

MANAGING DIRECTOR,
SINDH EDUCATION FOUNDATION,
Amir Khusro Road,
House No. 21-A Block 7/8 OCHS
Karachi.

Dear Sir / Madam:

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 *[the specific & the required Cleaning/Washing 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 5% (five percent) of the tendered cost or **Rs _____** 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.

Dated this _____ day of _____ 2015.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of



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Price Schedule in Pak. Rupees

Name of Bidder IFB Number Page of

To be filled in Annex-A attached herewith

(Amount in PKRs)

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP/EXW named place	Total DDP/EXW per item	Unit price of Delivered duty paid (DDP) / (EXW) to final destination plus price of other incidental services if required ³
01	Cleaning Washing/ Janitorial Services (October, 2017-30 th June, 2018.)					
02	Cleaning Washing/ Janitorial Services (1 st July, 2018-30 th June, 2019.)					
03	Cleaning Washing/ Janitorial Services (1 st July, 2019-9 th May, 2020)					

GRAND TOTAL (Inclusive of all kinds of taxes, transportation & other service charges)	
---	--

Grand Total amount in Words: Rupees.....



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CERTIFICATE

We, have been prepared above bid with understanding and the unit prices quoted above are inclusive of Income Tax, Sales Tax & other taxes & levies, if any. We also certify that the unit rates quoted above are valid up to 31 December, 2015 & that no price escalation will be claimed for the valid time period & that any increase/implementation/imposition in tax(es) by Govt. of Pakistan will not be charged to the procuring agency separately. We, the bidder should be responsible to pay the applicable & contemporary taxes by the Govt. of Pakistan without any variation in unit rates quoted above for the FY 2015-16.

It is to declare that we, have examined and have no reservations to this bidding document.

In case, We, M/s become successful bidder in this tender, we accept that the procuring agency (SEF) is not liable to give purchase orders of the all items and/or the quantity mentioned above against each item.

.....
Seal & Signature of Bidder

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
Must be included if required under ITB 11.2



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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 *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[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 _____ 2017

THE CONDITIONS of this obligation are:

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]



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3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ 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)



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4. Performance Security Form

To:

MANAGING DIRECTOR,
SINDH EDUCATION FOUNDATION,
Amir Khusro Road,
House No. 21-A Block 7/8 OCHS
Karachi.

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 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 _____ 2017.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[Date]



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5. Manufacturers/Supplier's Authorization Form

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

To:

MANAGING DIRECTOR,
SINDH EDUCATION FOUNDATION,
Amir Khusro Road,
House No. 21-A Block 7/8 OCHS
Karachi.

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.



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(INTEGRITY PACT)

FOR CONTRACTS WORTH RS.1.5 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (Govt. of Sindh) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Govt. of Sindh) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[Name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

.....
[Contractor]

