



REFORM SUPPORT UNIT



SCHOOL EDUCATION & LITERACY DEPARTMENT
GOVERNMENT OF SINDH

Notice Inviting Tender

Date: 5th October, 2017

NIT No: PROC /RSU/GS/2017

Title: Hiring of firm for Disbursement of Girls Stipend to all over Sindh Province

1. Girls Stipend Distribution is one of the major reform intervention of School Education and Literacy Department, Government of Sindh. Reform Support Unit, School Education and Literacy Department, Government of Sindh invites sealed bids from eligible bidders for disbursement of stipend to around 325,000 girls student of (class VI to X) all over the Sindh province under single stage two envelope bidding process in pursuance of SPP Rules 2010 amended 2017.
2. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of Reform Support Unit, School Education Department, Government of Sindh- at below mentioned address.
3. Interested bidders may obtain bidding documents on the submission of a written application and payment of a nonrefundable fee of PKR 1000/- in shape of pay order/bank draft in favour of Chief Program Manager RSU or can be downloaded from the Website www.sindheducation.gov.pk and also from SPPRA website www.pprasindh.gov.pk. Firms who download the document from Websites and wish to participate in the bid, will be required to submit the tender fee at the time of bid submission otherwise the bid will be considered non responsive.
4. Bids must be delivered to the below mentioned address on or before 12.00 Noon on Monday, 30th October, 2017. Bids will be opened in the presence of bidders' representatives who choose to attend at 12.30 Noon on the same day at the office of Reform Support Unit, School Education and Literacy Department, Government of Sindh- 47/E-1, Street#48, PECHS, Block-6, Shakra-e-Faisal-Karachi.
5. The bidders are requested to give their best and final prices as no negotiations are expected.
6. In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue.

Procurement and Contract Management Specialist
Reform Support Unit
47-E/1, 48th Street, Block-6 PECHS, Karachi
Tel: +92-21-34320252



Government of Sindh
School Education & Literacy Department
Karachi, dated, the 11th July 2017

NOTIFICATION

Notification NO.SO(G-DRSU/SE&LD/PCR/2017. In pursuance of Rule-7 of the Sindh Public Procurement Rules, 2010 (amended 2017), a Procurement Committee is hereby notified for Reform Support Unit RSU, School Education & Literacy Department for the purchase of all nature of Goods and non goods consulting service including hiring of Security Services, comprising following officers:-

S.No.	Procurement Committee	Placement in committee
1.	Program Manager RSU, SE&LD, GoS	Chairman
2.	Program Officer (Finance), RSU, School Education Department, GoS	Member/Secretary
3.	A representative from Industries Department, GoS, (not below than BS-17)	Member

*The committee may Co-opt any other member in case needed.

Terms of Reference:

- (1) Preparing bidding documents;
- (2) Carrying out technical as well as financial evaluation of the bids;
- (3) Preparing Evaluation Report as provided in SPPRA Rule 45;
- (4) Making recommendations for the award of contract to the chief Program Manager RSU; and
- (5) Perform any other function ancillary and incidental to the above

-SECRETARY TO GOVERNMENT OF SINDH-

Notification NO.SO(G-I)RSU/SE&LD/PCR/2017.

Karachi, dated the 11th July, 2017

A copy is forwarded for information and necessary action to:

1. The Secretary Industries Department, Government of Sindh requesting to nominate an officer for this committee as member.
2. The Chief Program Manager-Reform Support Unit, School Education Department.
3. The PS to Minister, Education & Literacy Department, Government of Sindh.
4. The PS to Secretary School Education & Literacy Department, Government of Sindh.
5. All members.
6. Master File.
7. Official Website.



SINDH EDUCATION &
LITERACY DEPARTMENT




SECTION OFFICER (G-I)



(52) 72

GOVERNMENT OF SINDH
EDUCATION AND LITERACY DEPARTMENT
Karachi, dated: 21st July, 2016

NOTIFICATION

NO.SO(G-III)/E&L/RC/RSU/2016: In pursuance of Rule-31 of Sindh Public Procurement Rules 2010 amended 2013, a **Complaint Redressal Committee** comprising of following Officers is constituted as under for Goods and Consulting Services:-

- | | |
|---|----------|
| 1. Special Secretary-1, Education & Literacy Department,
Government of Sindh: | Chairman |
| 2. Representative of AG Sindh
(not below the rank of BS-18) | Member |
| 3. Mrs Aziz Fatima
Secretary -Council of Physics Education (as representative from Civil Society)
/ nominee of some other member from civil society | Member |

ToRs:

- To hear and dispose the complaints received against procurement of goods / Consulting Services procured under SPPRA Rules 2010 amended in 2013
- To recommended the steps to redress the complaint
- Any other allied matter.

SECRETARY TO GOVERNMENT OF SINDH

NO.SO(G-III)/E&L/RC/RSU/2016:

Karachi, dated: 21st July, 2016

Copy for information and further action to:

1. Accountant General -Sindh with the request to nominate an Officer not below the rank of BS-18 for above committee.
2. All Members (Concerned).
3. PS to Secretary, Education and Literacy Department, Government of Sindh.
4. Office Order File.
5. Official Website.


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



SINDH EDUCATION &
LITERACY DEPARTMENT



**Sindh Public Procurement Regulatory
Authority**

Bidding Documents

For

National Competitive Bidding

Pakistan

**Procurement of Non
Consulting Services
for Disbursement of
Girls' Stipend all over
the Sindh**

PART ONE (FIXED)

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

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- 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
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security 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

- 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.

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.

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

- 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.

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

(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]

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

Part One - Section II.
General Conditions of Contract

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

- 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

- 11. Insurance** 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation** 12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
- 14. Spare Parts** 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

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 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.

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.

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Invitation for Bids

Date: 7th October, 2017

NIT No: PROC /RSU/GS/2017

1. The Reform Support Unit, School Education Department, Government of Sindh has received an allocation from the Public Fund in Pak rupees towards the cost of Girls Stipend. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Disbursement of Girls Stipend.
2. The Reform Support Unit, School Education Department, Government of Sindh now invites sealed bids from eligible bidders for the disbursement of stipend to around 325,000 girls student all over the Sindh province under single stage two envelope bidding process in pursuance of SPP Rules 2010 amended 2017.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of Reform Support Unit, School Education Department, Government of Sindh- at below mentioned address.
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee of PKR 1000/- in shape of pay order/bank draft in favour of Chief Program Manager RSU
5. Bids must be delivered to the above office on or before 12.00 Noon on 2nd November 2017. Bids will be opened in the presence of bidders' representatives who choose to attend at 12.30 Noon on the same day at the office of Reform Support Unit, School Education Department, Government of Sindh- 47/E-1, Street#48, PECHS, Block-6, Shakra-e-Faisal-Karachi.
6. The bidders are requested to give their best and final prices as no negotiations are expected.

Procurement and Contract Management Specialist
Reform Support Unit, School Education Department,
Government of Sindh-
47/E-1, Street#48, PECHS, Block-6, Shakra-e-Faisal-Karachi.

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	Reform Support Unit, School Education Department, Government of Sindh.
ITB 1.1	N.A
ITB 1.1	Disbursement of stipend to around 325,000 girl's student all over the Sindh province.
ITB 1.1	Disbursement of Girls' Stipend all over the Sindh
ITB 4.1	Reform Support Unit, School Education Department, Government of Sindh.
ITB 6.1	47/E-1, Street#48, PECHS, Block-6, Shahrah-e-Faisal-Karachi.
ITB 8.1	English
Bid Price and Currency	
ITB 11.2	The price quoted shall be PKR.
ITB 11.5	The price shall be fixed,

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.

Special Conditions of Contract

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

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

GCC 1.1 (i)—The Supplier is:

Sample Provision

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

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 05%.

[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.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[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:

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:

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:

—Supplier's address for notice purposes:

- vi. Provision of location mapping of branches, franchise and retailers details (mentioning their valid Cell No. landline No. Postal Address and email ID, District and City wise) to PA prior to the contract signing.
- vii. Availability of Online reporting portal is essential. This feature is mandatory to establish by firm within 20 days of signed contract. In case of failure, within the given period, liquidity charges will apply as per contract terms.
- viii. Submission of reports during and after completion of disbursement and cash out of funds by the service provider is mandatory.
- ix. Customer services on helpline number which will be operative 24/7. Firm will disseminate helpline details and program awareness sessions among masses via wide publicity/events.
- x. The firm will be required to develop a mutually agreed mechanism with field officers of RSU for sensitization/distribution/dissemination of TIDs/ATMs/Pin Mailers.
- xi. If situation arise where the beneficiaries couldn't cash out /stipend out through any form of disbursement process despite of multiple/alternative attempts, such said parked amount shall be returned back in to that exclusive disbursement bank account on the request of PA. No charges shall be paid to the service provider, on any uncollected/non cash out transaction by the beneficiaries.
- xii. Provision of dedicated staff by service provider for liaison/coordination/reporting with PA.
- xiii. Service Provider shall formulate and present different types of customized reports for PA management in addition to financial & performance based reports including tranche wise and AY year wise reports.
- xiv. The firm will complete the disbursement (receiving of data from PA and disbursement to student) within 15 days from the date of receiving of data from PA, in case of failure the, liquidity charges will apply as per contract term.
- xv. Provision of an efficient complaint management system for PA and also setting up desk at District level for facilitation of complainers.
- xvi. Providing periodic (at least twice a week) cash out reports carried out via Bio metric, SMS, ATM cards and Pin mailers (whichever is applicable) to RSU.
- xvii. Payment of stipend disbursement and cash out by beneficiary service charges will be made by the PA, to the Service Provider within 45 days after the completion of cash out transaction and receipt of valid invoice from the service provider.
- xviii. All relevant data of beneficiaries including names, CNIC numbers, mobile phone numbers, and amounts to be disbursed to each beneficiary; and any other information as deemed necessary will be provided by PA and the firm and/or his agents/retailors shall not use such details/info for any other purposes without the permission of PA. In case of any violation found, relevant applicable legal action will be taken against the service provider.

MODES OF PAYMENT

1. Disbursement and cash out via Biometric /SMS

SERVICE PROVIDER shall provide a transaction ID and pass code, in respect of each beneficiary, in any of the following modes as instructed by the PA

- Directly to the beneficiaries by sending SMS on their mobile numbers provided by the PA. Or
- Provide to RSU for its onward sharing with the beneficiaries. In this case, RSU (RSU) shall be solely responsible for the confidentiality and secrecy of the Transaction ID & Pass code. In case LSU/field formations distribute such TIDs at each school/HM, service provider has to bear such schools visit and related costs (as indicated above in this ToR).

In case of the failure of cash out by beneficiaries through Bio metric based disbursements, the beneficiary will be converted into any other disbursement mode i.e. SMS/ATM/Pin Mailer, without any additional charges.

SMS will be sent to the beneficiary multiple times, till amount is cashed out. In case the beneficiary fails to cash out, the transaction will be reversed and will be sent to the beneficiary again through any other mode of payment as decided and instructed by PA without any additional amount.

OBLIGATIONS FOR SERVICE PROVIDER:

Following are the roles and obligations for Service Provider

1. SERVICE PROVIDER is bound to ensure disbursement of each phase is completed within 15 days from the date of receiving data from PA.
2. SERVICE PROVIDER is bound to avoid any duplication of transaction per person /per transaction (except in bio metric and SMS mode), like it does not exceed single transaction cap/Limit as Rs: 2500/-, and Rs: 3500/- under no circumstances, In case of detection of any duplication or excess of cap amount, SERVICE PROVIDER is bound to report all such cases to PA (Authorized Signatories of PA Account with SERVICE PROVIDER) and is bound to refund such amount immediately to PA designated account without applying any service charges.
3. SERVICE PROVIDER is bound to refund all amount left on or before contract expiry in PA account to be opened for Girls Stipend Disbursement. This refund amount /Final settlement amount shall include if any penalty amount applicable on SERVICE PROVIDER against their failure to meet deadlines of disbursements. This refund amount shall be in the form of a Bank Pay order in the name of "Finance Department Government of Sindh" Exact title for refund shall be shared later on with Service provider.
4. PA account to be opened with SERVICE PROVIDER shall be restricted to disbursement of Girls Stipend only, and account shall not be used for any other purposes. It will be Checkless account
5. SERVICE PROVIDER is bound to provide PA, complete transaction report periodically (Twice a week) and the report should be comprehensive, while covering phase wise total number of transactions disbursed /executed, total number of collections /receipts by end-users/Girls (Parents/Guardians), and finally it should give a detail of transactions executed by each of the SERVICE PROVIDER outlet. In case any kind of misappropriation reported against any retailer, SERVICE PROVIDER is bound to compensate/refund the amount within 20 working days of detection /reporting of any such fraud case by their disbursing outlet(s)
6. Retailer will be bound to provide copy of Payment receipt and copy of CNIC of Parent/Guardian for cashed out beneficiaries (if and where required). This will be done only in case of investigation of any transaction for fraudulent activity.
7. SERVICE PROVIDER is bound to provide an efficient Complaint Management/Facilitation system at Tehsil level to SERVICE PROVIDER and at District level through LSUs through coordination with GS section at PA office. A dedicated helpline must be provided by SERVICE PROVIDER to end Users/Beneficiaries for quick resolution of Complaints.
8. SERVICE PROVIDER is bound to submit outlet specific as well as Academic year specific reports with PA.
9. All the liquidity damages/charges, will be deducted from the subsequent invoices of the service provider.

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

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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 _____ 19____.

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]

4. Performance Security Form

To: *[name of Procuring agency]*

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

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

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

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

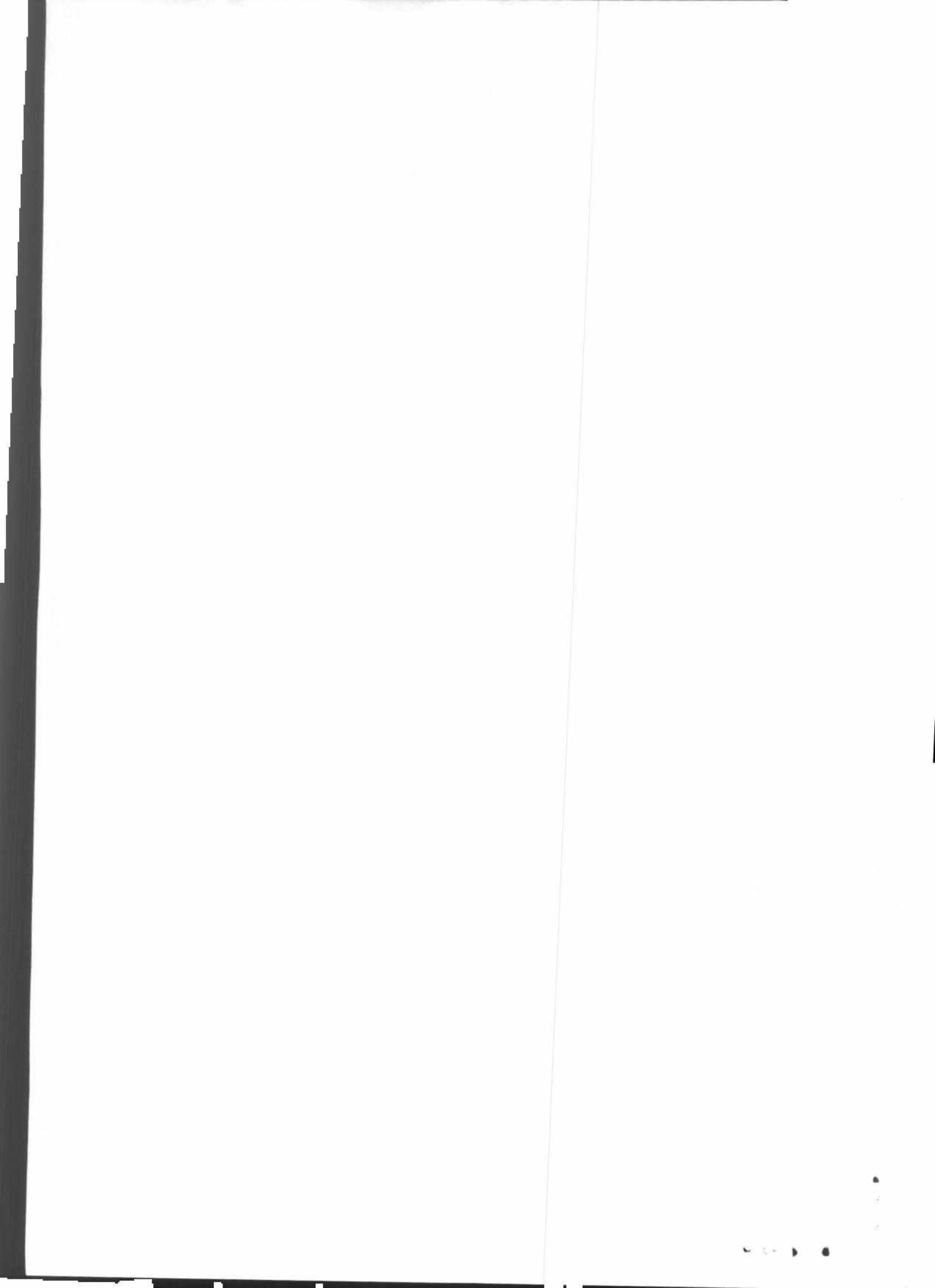
This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



ANNUAL PROCUREMENT PLAN

(WORK, GOODS & SERVICES)

Financial year 2017-18

SR No :	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Conduction of Standardized Achievement Test (SAT-VI)	N/A	N/A	PKR 200 Million	PKR 200 Million	Non ADP	QCBS		V			
2	Girls's Stipend Disbursement	N/A	N/A	PKR 15 Million	PKR 15 Million	Non ADP	NCB		V			

Approved and signed




Chief Progrma Manager
Reform Support Unit
School Education Department,
Government of Sindh