Bid Form and Price Schedules

Date: IFB No: PP&R/Store Article/17-18]

To: office of the Director of Poultry Production & Research Sindh, Karachi.

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 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, 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 Propose of Commission of gratuity

(if none, state “none”

We understand that you are not bound to accept the lowest or any bid you may receive. Part Two – Section VII. Eligibility for the Provision of Goods, Works 24 and Services in Bank Financed Procurement Dated this day of ` 20 .

[signature] [in the capacity]

Duly authorized to sign Bid for and on behalf of

**PERFORMANCE SECURITY FORM**

To:

Office of the Director

Poultry Production & Research

Sindh, Karachi.

WHEREAS [name of supplier] (here in after called “the supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated 20 to supply [description of goods and services] (here in after called “the Contract”).

AND WHEREAS it has been stipulated by you in that said contract that the supplier shall furnish you with a bank guarantee by 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 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]

**Contract form**

THIS AGREEMENT made the day fo 20 between [office of the Director Poultry Production & Research Sindh, Karachi of [Sindh, Pakistan] (here in after called the Procuring Agency} of the one part and [name of supplier \_] of [city and country or supplier] (here in after 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 word an figures] (here in after called “The Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. in this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

2. the following documents shall be demanded 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 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 here in after mentioned, the supplier hereby covenants with the Procuring Agency to provide the goods and services and 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 sums as may become payable under the provision 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)

**Bid Security Form**

Whereas [name of the bidder] (herein after called “The Bidder”) has submitted its bid dated (date of submission of bid) for the supply of (name and / or description of the goods) (herein after 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] (herein after called “The Bank”), are bound unto [office of the Director Poultry Production & Research Sindh, Karachi] (herein after 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 20 .

THE CONDITIONS of this obligation are:

1. If the Bidder with draws 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 of 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 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 at the above date.

[Signature of the Bank]

**Manufacturer’s Authorized Form**

To:

Office of the Director

Poultry Production & Research

Sindh, Karachi.

WHEREAS [name of the Manufacturer’s] who are established and reputable manufacturers of the [name and /or description of the Goods] having factories at [address of factory] hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. PP&R/Store Article/17-18] for the above good manufactured by us.

We hereby extend our full guarantee and warranty 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 letter head 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.

**Bank Guarantee for Advance Payment**

To:

Office of the Director

Poultry Production & Research

Sindh, Karachi.

[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 provide for advance payment, [name and address of Supplier] (here in after 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 there under or of any of the Contract documents which may be made between the Procuring Agency and the supplier, shall in any way releases 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]