



**SINGLE STAGE – ONE ENVELOPE PROCEDURE
AS PER RULE 46 (1) OF SPPR, 2010**

**PROCUREMENT OF FURNITURE & FIXTURES FOR EARLY CHILDHOOD
CARE AND EDUCATION (ECCE) CLASSROOMS AT SUJAWAL DISTRICT OF
THE SINDH PROVINCE.**

IFB REFERENCE NO.: RSU-SE&LD/UNICEF/SESP/RWP/F&F/NCB (02)/2024

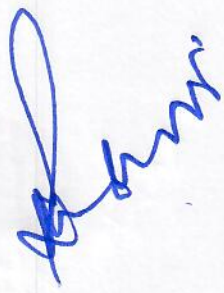


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I. INSTRUCTIONS TO BIDDERS. (ITB)	
A. INTRODUCTION	
1. SOURCE OF FUNDS	<p>1.1. The Procuring agency has allocated funds / received / applied for loan / grant / federal / provincial / local government funds from the source(s) indicated in the bid data sheet 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.</p> <p>1.2. Payment by the Fund will be made by procuring agency from UNICEF funds or 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.</p>
2. ELIGIBLE BIDDERS	<p>2.1. This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents / Importers / Bidders / Distributors.</p> <p>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.</p> <p>2.3. Government-owned enterprises 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 Federal Govt. or Provincial Govt.</p> <p>2.4. Bidder intend to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) or Consortium shall not be eligible, unless otherwise specified in the Bid Data Sheet.</p> <p>2.5. Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with sub clause 35.1.</p>

3. ELIGIBLE GOODS	3.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "Goods" includes any Goods that are the subject of this Invitation for Bids and the term "Services" shall include related services such as transportation, insurance etc. The "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 through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
B. THE BIDDING PROCEDURE	
4. SINGLE STAGE – ONE ENVELOPE PROCEDURE	<p>4.1. Bids shall be accepted under the single stage - one envelope procedure defined in the SPP Rules 2010 at Clause 46(1).</p> <p>4.2. The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.</p> <p>4.3. The Bids shall be evaluated in accordance with the evaluation / qualification criteria specified in these bidding documents besides any other factor deemed to be relevant by the procuring agency subject to provision of Rule 44 of SPP Rules 2010;</p>
C. THE BIDDING DOCUMENTS	
5. CONTENTS OF BIDDING DOCUMENTS	<p>5.1. The Bidding Documents:</p> <p>In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:</p> <ul style="list-style-type: none"> (i) Instructions to Bidders (ITB); (ii) General Conditions of Contract (GCC); (iii) Special Conditions of Contract (SCC); (iv) Schedule of Requirements; (v) Technical Specifications; (vi) Contract Form; (vii) Manufacturer's Authorization Form; (viii) Performance Guarantee Form; (ix) Bid Form; and

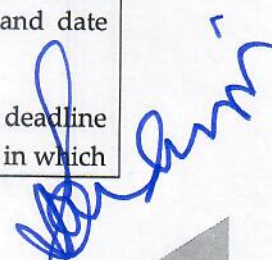
	<p>(x) Price Schedules</p> <p>5.2. In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.</p> <p>5.3. The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.</p>
<p>6. AMENDMENT / CLARIFICATION OF BIDDING DOCUMENTS</p>	<p>6.1. An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in accordance with the Rule 23(1) of SPP Rules, 2010.</p> <p>6.2. At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.</p> <p>6.3. All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, which will be binding on them.</p> <p>6.4. In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.</p>
<p>D. PREPARATION OF BIDS</p>	
<p>7. LANGUAGE OF BID</p>	<p>7.1. Preparation of Bids</p> <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 in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.</p>
<p>8. DOCUMENTS COMPRISING THE BID</p>	<p>8.1. The bid prepared by the Bidder shall comprise the following:</p> <p>(a) Bid Form;</p> <p>(b) Price Schedule;</p>

	<p>(c) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;</p> <p>(d) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services as defined in clause-3 and conform to the bidding documents; and</p> <p>(e) Bid Security.</p>
<p>9. BID PRICES</p>	<p>9.1. The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.</p> <p>9.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.</p> <p>9.3. The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.</p> <p>9.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.</p> <p>9.5. Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:</p> <p>(a) Price Schedule for Goods offered from within the Procuring Agency's country:</p> <ul style="list-style-type: none"> (i) Detailed Specification of Stores (ii) Model / Cat No. (iii) Name of Manufacturer. (iv) Country of Origin (v) Quantity of Stores (vi) Unit (vii) the unit price of the goods quoted on delivered duty paid (DDP) basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;

	<p>(viii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and</p> <p>(ix) the total price for the item.</p> <p>9.6. Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.</p> <p>9.7. If it was proved during the contract period that bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the bidder.</p>
10. BID CURRENCIES	10.1. Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION	<p>11.1. 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 Bidder'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 evaluation & qualification criteria of bidding document.</p>
12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND	12.1. Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding

<p>CONFORMITY TO BIDDING DOCUMENTS</p>	<p>documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>12.2. 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.</p> <p>12.3. 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:</p> <p>(a) A detailed description of the essential technical and performance characteristics of the goods; and</p> <p>(b) 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.</p> <p>12.4. For purposes of the commentary to be furnished pursuant to ITB Clause 12.3 (b) 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.</p>
<p>13. BID SECURITY</p>	<p>13.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.</p> <p>13.2. The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.</p> <p>13.3. The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;</p>

	<p>13.4. The Bid Security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity; or</p> <p>(b) in the case of a successful Bidder, the Bidder fails:</p> <p>(i) to sign the Contract; or</p> <p>(ii) to complete the supplies in accordance with the General Conditions of Contract.</p>
14. BID VALIDITY	<p>14.1. Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.</p> <p>14.2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.</p>
15. ALTERNATIVE BIDS	<p>15.1. Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p>
E. SUBMISSION OF BIDS	
16. SEALING AND MARKING OF BIDS	<p>16.1. 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.</p> <p>16.2. The envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and</p> <p>(c) bear the Procuring Agency's name and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.</p> <p>16.3. If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.</p>
17. DEADLINE FOR SUBMISSION OF BIDS	<p>17.1. Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.</p> <p>17.2. The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which</p>

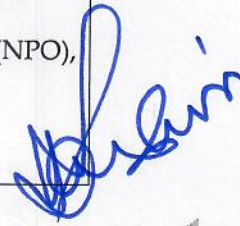


	case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
18. LATE BID	18.1. Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.
19. WITHDRAWAL OF BIDS	19.1. The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.
F. OPENING AND EVALUATION OF BIDS	
20. OPENING OF BIDS BY THE PROCURING AGENCY	<p>20.1. 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.</p> <p>20.2. 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 18.</p> <p>20.3. Bids 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.</p>
21. CLARIFICATION OF BIDS	21.1. 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.
22. PRELIMINARY EXAMINATION	<p>22.1. 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.</p> <p>22.2. 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.</p>

	<p>22.3. 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.</p> <p>22.4. Prior to the detailed evaluation, pursuant to ITB Clause 23 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, Applicable Law, and Taxes and Duties, 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.</p> <p>22.5. 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.</p>
<p>23. EVALUATION AND COMPARISON OF BIDS</p>	<p>23.1. The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.</p> <p>23.2. The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) basis inclusive of prevailing duties/taxes/levies (excluding GST) and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>23.3. The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:</p> <p>(a) Incidental costs</p> <p>Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.</p> <p>(b) Delivery schedule offered in the bid</p> <p>The goods covered under this invitation are required to be delivered /shipped within an acceptable range of weeks specified in the Schedule of Requirement.</p> <p>(c) Deviations in payment schedule from that specified in the Special Conditions of Contract</p>

	<p>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.</p> <p>23.4. For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).</p>																																				
<p>24. QUALIFICATION & EVALUATION CRITERIA</p>	<p>24.1. Qualification Criteria</p> <table border="1" data-bbox="507 860 1337 1924"> <thead> <tr> <th data-bbox="507 860 587 913">SR#</th> <th data-bbox="587 860 1104 913">QUALIFICATION CRITERIA</th> <th data-bbox="1104 860 1337 913">REQUIREMENT</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 913 587 1016">1.</td> <td data-bbox="587 913 1104 1016">Copy of CNIC of signatory of the Bid Forms</td> <td data-bbox="1104 913 1337 1016">Mandatory</td> </tr> <tr> <td data-bbox="507 1016 587 1120">2.</td> <td data-bbox="587 1016 1104 1120">Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped.</td> <td data-bbox="1104 1016 1337 1120">Mandatory</td> </tr> <tr> <td data-bbox="507 1120 587 1223">3.</td> <td data-bbox="587 1120 1104 1223">Bid Security of required amount and in prescribed shape.</td> <td data-bbox="1104 1120 1337 1223">Mandatory</td> </tr> <tr> <td data-bbox="507 1223 587 1326">4.</td> <td data-bbox="587 1223 1104 1326">Bid Form on Bidder's Letterhead duly signed and stamped.</td> <td data-bbox="1104 1223 1337 1326">Mandatory</td> </tr> <tr> <td data-bbox="507 1326 587 1429">5.</td> <td data-bbox="587 1326 1104 1429">Price Schedule(s) on Bidder's Letterhead duly signed and stamped.</td> <td data-bbox="1104 1326 1337 1429">Mandatory</td> </tr> <tr> <td data-bbox="507 1429 587 1532">6.</td> <td data-bbox="587 1429 1104 1532">Bidding Documents (Duly filled, Signed & Stamped by Bidder)</td> <td data-bbox="1104 1429 1337 1532">Mandatory</td> </tr> <tr> <td data-bbox="507 1532 587 1572">7.</td> <td data-bbox="587 1532 1104 1572">Compliance to Bid Validity Period</td> <td data-bbox="1104 1532 1337 1572">Mandatory</td> </tr> <tr> <td data-bbox="507 1572 587 1630">8.</td> <td data-bbox="587 1572 1104 1630">Compliance to the Delivery Schedule</td> <td data-bbox="1104 1572 1337 1630">Mandatory</td> </tr> <tr> <td data-bbox="507 1630 587 1688">9.</td> <td data-bbox="587 1630 1104 1688">Compliance to the Payment Terms</td> <td data-bbox="1104 1630 1337 1688">Mandatory</td> </tr> <tr> <td data-bbox="507 1688 587 1832">10.</td> <td data-bbox="587 1688 1104 1832">Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website</td> <td data-bbox="1104 1688 1337 1832">Mandatory</td> </tr> <tr> <td data-bbox="507 1832 587 1924">11.</td> <td data-bbox="587 1832 1104 1924">Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website</td> <td data-bbox="1104 1832 1337 1924">Mandatory</td> </tr> </tbody> </table>	SR#	QUALIFICATION CRITERIA	REQUIREMENT	1.	Copy of CNIC of signatory of the Bid Forms	Mandatory	2.	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped.	Mandatory	3.	Bid Security of required amount and in prescribed shape.	Mandatory	4.	Bid Form on Bidder's Letterhead duly signed and stamped.	Mandatory	5.	Price Schedule(s) on Bidder's Letterhead duly signed and stamped.	Mandatory	6.	Bidding Documents (Duly filled, Signed & Stamped by Bidder)	Mandatory	7.	Compliance to Bid Validity Period	Mandatory	8.	Compliance to the Delivery Schedule	Mandatory	9.	Compliance to the Payment Terms	Mandatory	10.	Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website	Mandatory	11.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website	Mandatory
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12.	<p>Affidavit on stamp paper of Rs. 200/- to the effect that: The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. Any director or owner of the bidding company is not awarded any punishment from any Court of Law.</p> <p>Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.</p>	Mandatory
13.	<p>Warranty Certificate from Bidder for Wooden Furniture being Termite-free for at-least 1 year from the date of delivery.</p>	Mandatory
14.	<p>Past Experience / Performance:</p> <p>Bidder must had completed minimum three (03) Contracts / Projects / Purchase orders / Supply orders valuing PKR 02 million or above for supplying the Furniture/Fixture to any Public Sector Organization during last 3 years. (Documentary evidence in shape of Purchase Order / Contract Award and Satisfactory Completion Certificate must be attached).</p>	Mandatory
15.	<p>Bidder's average Annual Turnover of last three (03) financial years must be PRs. 03 million or above.</p> <p>(Income Tax Returns for last 3 years must be attached as supporting documents)</p>	Mandatory
16.	<p>Company Profile</p>	Mandatory
<p>NOTE:</p> <p>The Procuring Agency (RSU-SE&LD) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.</p> <p>24.2. Evaluation Criteria</p>		



	<p>I. <u>Technical Evaluation of Bids</u></p> <p>(a) The bids disqualified / not responsive to the Mandatory Qualification Criteria provided in ITB Clause 24.1 shall not be eligible for further Technical or Financial Evaluation.</p> <p>(b) Joint Venture / Consortium Bids, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Blacklisted firms shall be treated as rejected / non-responsive.</p> <p>(c) The bids shall be evaluated and compared on a complete Group / Lot / Package Basis only (Section VII-Technical Specifications). Bids for partial / limited item(s) shall not be considered and rejected.</p> <p>(d) Evaluation shall be based on the record / documentary evidence submitted by the bidder.</p> <p>(e) Bids should be fully responsive to the technical specifications of the goods.</p> <p>(f) Goods shall be evaluated as per the sample furnished or demo provided by the bidder for physical verification / technical evaluation.</p> <p>II. <u>Financial Evaluation of Bids:</u></p> <p>(a) Financial bids of the technically responsive / qualified bidders shall be considered only.</p> <p>(b) Bids not accompanied by the Bid Security of required amount and form shall be rejected.</p> <p>(c) Purchaser shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.</p> <p>(d) The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.</p>
<p>25. CONTACTING THE PROCURING AGENCY</p>	<p>25.1. No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.</p> <p>25.2. Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its</p>

	disqualification from participation in the Procuring Agency's future bids.
26. REJECTION OF BIDS	26.1. Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.
27. RE-BIDDING	27.1. If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the prevailing Rules.
28. ANNOUNCEMENT OF EVALUATION REPORT	28.1. The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least three days prior to the award of procurement contract.
G. AWARD OF CONTRACT	
29. ACCEPTANCE OF BID AND AWARD CRITERIA	29.1. The bidder with lowest evaluated bid under clause 22, 23 & 24, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.
30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES	30.1. The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
31. LIMITATIONS ON NEGOTIATIONS	31.1. The Procuring Agency reserves the right to hold negotiation of delivery schedule or completion schedule for all the items or any item. 31.2. Negotiations will not be used to change substantially: <ul style="list-style-type: none"> (i) the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods; (ii) the terms and conditions of the Contract and; (iii) anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.
32. NOTIFICATION OF AWARD	32.1. Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.
33. SIGNING OF CONTRACT	33.1. While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the

	<p>bidding documents, incorporating all points of agreement between the Parties.</p> <p>33.2. Within thirty (30) days of receipt of the Contract Form, the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period up to five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.</p>
<p>34. PERFORMANCE SECURITY</p>	<p>34.1. The successful Bidder shall furnish Performance Security. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.</p> <p>34.2. Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as 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 at the risk and cost of the former.</p>
<p>35. CORRUPT OR FRAUDULENT PRACTICES</p>	<p>35.1.</p> <p>(a) the Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:</p> <p>(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</p> <p>(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 noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;</p>

	<p>(b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.</p>
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II. GENERAL CONDITIONS OF CONTRACT (GCC)	
1. DEFINITIONS	<p>1.1. In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>(b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) "Goods" means all of the commodities, raw material, furniture, fixture, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.</p> <p>(d) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, fixations, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.</p> <p>(e) "GCC" means the General Conditions of Contract contained in this section.</p> <p>(f) "SCC" means the Special Conditions of Contract.</p> <p>(g) "The Procuring Agency" means the Reform Support Unit, School Education and Literacy Department (RSU-SE&LD), Government of Sindh, Karachi.</p> <p>(h) "The Bidder" means the individual or firm supplying the goods under this Contract.</p> <p>(i) "Day" means official working day excluding national holidays.</p>
2. APPLICATION	<p>2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.</p>
3. TECHNICAL SPECIFICATIONS / STANDARDS	<p>3.1 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.</p>

<p>4. USE OF CONTRACT DOCUMENTS AND INFORMATION</p>	<p>4.1 The Bidder 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 Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.</p> <p>4.2 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.</p> <p>4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.</p>
<p>5. PATENT RIGHTS</p>	<p>5.1 The Bidder 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 country.</p>
<p>6. ENSURING STORAGE ARRANGEMENTS</p>	<p>6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.</p>
<p>7. INSPECTIONS AND TESTS</p>	<p>7.1 The Procuring agency or its representative(s) 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.</p> <p>7.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, 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.</p> <p>7.3 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</p>

	<p>necessary to meet specification requirements free of cost to the Procuring agency.</p> <p>7.4 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.</p> <p>7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
8. DELIVERY AND DOCUMENTS	8.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.
9. INSURANCE	9.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
10. TRANSPORTATION	<p>10.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.</p> <p>10.2 The goods shall be supplied at the consignee's end (Reform Support Unit, School Education & Literacy Department, Government of Sindh) as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.</p>
11. INCIDENTAL SERVICES	11.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.
12. WARRANTY / GUARANTEE	<p>12.1 The term period of warranty / guarantee means the period of twelve (12) months or in accordance with extended warranty period from the date on which the Stores have been put into operation and demonstrated to the schools' staff. In any case this period shall not exceed six months beyond the warranty expiration period from the date of taking-over of goods.</p> <p>12.2 During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of</p>

	<p>the goods upon receiving written notice from the Procuring Agency; the notice shall indicate in what respect the goods are faulty.</p> <p>12.3 The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation / fixation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the Procuring agency's premises.</p> <p>12.4 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.</p>
13. PAYMENT	13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.
14. ASSIGNMENT	14.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
15. DELAYS IN THE BIDDER'S PERFORMANCE	<p>15.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Agreement.</p> <p>15.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.</p> <p>15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.</p>
16. PENALTIES / LIQUIDATED DAMAGES	16.1 Subject to GCC Clause 18, 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 17.
17. TERMINATION FOR DEFAULT	<p>17.1 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:</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 15; 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. <p>For the purpose of this clause:</p> <p>“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> <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> <p>17.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, 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>
18. FORCE MAJEURE	<p>18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, 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>

	<p>18.2 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.</p> <p>18.3 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.</p>
<p>19. TERMINATION FOR INSOLVENCY</p>	<p>19.1 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.</p>
<p>20. TERMINATION FOR CONVENIENCE</p>	<p>20.1 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.</p> <p>20.2 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:</p> <ul style="list-style-type: none"> (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.
<p>21. RESOLUTION OF DISPUTES</p>	<p>21.1 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.</p> <p>21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been</p>

	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.
22. GOVERNING LANGUAGE	22.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, 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.
23. APPLICABLE LAW	23.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country (Islamic Republic of Pakistan), unless otherwise specified in SCC.
24. NOTICES	24.1 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. 24.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.
25. TAXES AND DUTIES	25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency in case of Delivered Duty Paid (DDP) basis (Excluding GST).



III. INVITATION FOR BIDS (IFB)

PROCUREMENT OF FURNITURE & FIXTURES FOR EARLY CHILDHOOD CARE AND EDUCATION (ECCE) CLASSROOMS AT SUJAWAL DISTRICT OF THE SINDH PROVINCE.

RSU-SE&LD/UNICEF/SESP/RWP/F&F/NCB (02)/2024

Dated: 29th July 2024

Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), Government of Sindh invites the following sealed bid for Procurement of Furniture & Fixtures for Early Childhood Care and Education (ECCE) Classrooms at Sujawal District of the Sindh Province, for the financial year 2024-2025 on Cost and Freight (CNF) basis and/or Delivered Duty Paid (DDP) Basis (Excluding GST), from the Manufacturers or authorized Agents / Distributors of Manufacturers available on List of Active Taxpayers" of FBR for Income Tax & Sales Tax.

Bid's Description	Procurement of Furniture & Fixtures for Early Childhood Care and Education (ECCE) Classrooms at Sujawal District of the Sindh Province.
IFB Number	RSU-SE&LD/UNICEF/SESP/RWP/F&F/NCB (02)/2024
Procurement Procedure	Single Stage–One Envelope Procedure, as specified under Rule-15(b) read with Rule-46(1) of the SPP Rules, 2010 (Amended to date)
Bid Document Fee	Rs. 1,000/- (Rupees One Thousand only) Non-Refundable
Bid Security	Two percent (2%) of the total bid value.
Deadline for submission of bids	Friday 16 th August, 2024 up to 4:00 PM.
Bid Opening Date & Time	Friday 16 th August, 2024 up to 4:30 PM.

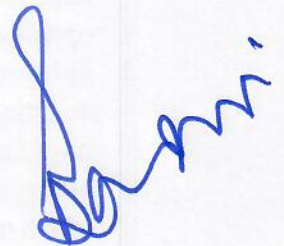
1. Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 1,000/- being bid fee in favor of Reform Support Unit, UNICEF Funds during office hours. No bid document shall be sold on the date of opening of bid.
2. Bid Notice and bidding documents are also available on the website of Reform Support Unit at <https://rsu-sindh.gov.pk/downloads/tenders.php> or from the SPPRA/PPMS website at <https://ppms.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>, in this situation, bidder is required to enclose Pay Order / Demand Draft of bid fee (Rs. 1000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates, otherwise bid will not be entertained.
3. Interested eligible Bidders may obtain further information from Reform Support Unit-SE&LD, Banglow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh and inspect the bidding documents from 09:00 Hrs. to 16:00 Hrs. Monday to Friday, exclusive holidays.

Reform Support Unit-SE&LD, Govt. of Sindh * www.rsu-sindh.gov.pk

4. RSU-SE&LD may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on both websites, RSU-SE&LD will not be responsible of any confusion or misunderstanding in this regard.
5. Bids must be accompanied by a bid security from a reputed bank whether local or international. The amount of Bid Security required is 2 % of the total bid amount in form of pay order / demand draft in favor of Reform Support Unit, UNICEF Funds.
6. Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), Government of Sindh reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended to date).
7. **Address for Purchasing of bidding documents, submission and opening of bids:**
SESP Section,
Reform Support Unit,
School Education & Literacy Department,
Government of Sindh.
Bungalow No. 47/E-1, Street No. 48th, PECHS Block-6, Shahrah-e-Faisal, Karachi
Phone No: +92 21 33517962
Email: junaidcpmrsu@gmail.com

(JUNAID HAMEED SAMO)

Chief Program Manager
Reform Support Unit,
School Education & Literacy Department (RSU-SE&LD),
Government of Sindh.



IV. 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). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB CLAUSE NOS.	CLAUSES	DESCRIPTION
A. INTRODUCTION		
ITB 1.1	Name of Procuring Agency	Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), Government of Sindh.
ITB 1.1	Name of Project	Sindh Education Sector and Rolling Workplan-2019-24
ITB 1.1	Loan or credit or Project allocation number	Not Applicable
ITB 1.1	Loan or credit or Project allocation amount	Not Applicable
ITB 1.1	Name of Contract	Procurement of Furniture & Fixtures for Early Childhood Care and Education (ECCE) Classrooms at Sujawal District of the Sindh Province.
ITB 1.1	IFB Reference No.	RSU-SE&LD/UNICEF/SESP/RWP/F&F/NCB (02)/2024
B. THE BIDDING PROCEDURE		
ITB 4	Bidding Procedure	Bids shall be accepted under the Single Stage - One Envelope Procedure as per rule 46 sub rule 1 of SPP Rules 2010.
C. PREPARATION OF BIDS		
ITB 7.1	Language	Language of the bid shall be English
ITB 9.6	Bid Price	The price quoted shall be on delivered duty paid (DDP) Basis at Consignee's End (Excluding GST). The Procuring Agency (RSU-SE&LD) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.
ITB 10.1	Bid Currencies	The price quoted shall be in Pak Rupees.
ITB 13.1	Bid Security	The bidder shall furnish a bid security / earnest money equivalent to TWO PERCENT (2%) of the total bid price of bidder in the form of a Pay Order Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of

		Pakistan, in favour of the Reform Support Unit, UNICEF Funds. The bid security should be valid 28 days beyond the bid validity period.
ITB 14.1	Bid Validity	Bid validity period shall be 90 days.
ITB 15.1	Alternate Bids	Alternate Bids shall not be allowed.
D. SUBMISSION OF BIDS		
ITB 16.1	Number of Copies of the Bid to be submitted	Bidder shall submit an ORIGINAL copy of the Bid.
ITB 16.2 (b)	IFB title and number	RSU-SE&LD/UNICEF/SESP/RWP/F&F/NCB (02)/2024
ITB 16.2 (c)	Address for bid submission	Chief Program Manager (CPM) Reform Support Unit School Education and Literacy Department Government of Sindh Bangalow#47/E-1, Street No. 48th, PECHS Block-6, Shahrah-e-Faisal, Karachi. Phone No.: +92 21 33517962 "Must bear the name of the bidder" and a warning "Do Not Open Before the time and date of bid opening".
ITB 17.1	Deadline for Submission of Bids	Friday 16 th August, 2024 up to 4:00 PM. In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day. Bidders shall not have the option of submitting their bids electronically
E. OPENING & EVALUATION OF BIDS		
ITB 20.1	Venue, Time, and Date of Bid Opening	Board/Committee Room of Reform Support Unit School Education and Literacy Department Government of Sindh Bangalow#47/E-1, Street No. 48th, PECHS Block-6, Shahrah-e-Faisal, Karachi. Phone No.: +92 21 33517962 Friday 16 th August, 2024 up to 4:30 PM.

		The bids shall be opened immediately after the bid submission deadline at the same place of bid submission. In case the specified date of bid opening will be declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.
F. CONTRACT AWARD		
ITB 30.1	Procuring Agency's Right to Vary Quantities	Qty. could be increased or decreased during the contract period (including extended period) according to the actual requirement besides excluding / dropping any item from the tendering process.
ITB 34.1	Performance Security	The successful Bidder shall furnish the Performance Security equivalent to FIVE PERCENT (5%) of the total Contract amount in the form of Pay Order Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Reform Support Unit, UNICEF Funds.



V. SPECIAL CONDITIONS OF CONTRACT (SCC)		
1. DEFINITIONS (GCC CLAUSE 1)	GCC 1.1 (g)	The Procuring Agency is the Reform Support Unit School Education and Literacy Department Government of Sindh
	GCC 1.1 (h)	The bidder is: -----
2. BID SECURITY (ITB CLAUSE 13)	ITB 13.1	The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 2% of the total bid value in the shape of Pay Order Call Deposit, Bank Draft or a Bank Guarantee in the name of the Reform Support Unit, UNICEF Funds. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 5% of the Contract amount that will remain with the Reform Support Unit, UNICEF Funds till satisfactory completion of the Contract period. 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.
3. TECHNICAL SPECIFICATIONS / STANDARDS (GCC CLAUSE 3)	GCC 3.1	The technical specifications of the goods provided in these bidding documents are only for widest possible competition and not for favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue No. / Name etc., if any, has only been used for the reference purpose. Goods offered "ATLEAST EQUIVALENT OR HAVING BETTER TECHNICAL SPECIFICATIONS" shall also be considered.
4. INSPECTIONS AND TESTS (GCC CLAUSE 7)	GCC 7.1, 7.2, 7.3, 7.4 & 7.5	The goods received in the Reform Support Unit, School Education and Literacy Department from the Bidder will be thoroughly inspected and examine by a committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit




		its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.
5. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)	GCC Clause 8.1	<p>The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the Reform Support Unit, School Education and Literacy Department, Government of Sindh for verification duly completed in all respects:</p> <ul style="list-style-type: none"> (i) Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable). (ii) Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount. (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST). (iv) Manufacturers or Bidder's warranty certificate. (v) Inspection certificate issued by the nominated inspection committee along with Bidder's factory inspection report. (vi) Certificate of origin if any
6. INSURANCE (GCC CLAUSE 9)	GCC 9.1	The goods supplied under the Contract shall be on DDP basis at consignee's end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility.
7. WARRANTY / GUARANTEE (GCC CLAUSE 12)	GCC 12.1	The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year or extended warranty, whichever is more.

	GCC 12.2	The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.
8. PAYMENT (GCC CLAUSE 13)	GCC 13.1	<p>The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:</p> <p>(a) Payment shall be made in Pak Rupees.</p> <p>(b) The payment will be made to the Bidder within 60 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.</p>
9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)	GCC 16.1	<p>In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non- delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for five years for future participation in bids:</p> <p>The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 5% of the amount of contract. Once the cumulative amount of liquidated damages reaches five percent (5%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
10. RESOLUTION OF DISPUTES (GCC CLAUSE 21)	GCC 21.2	In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010.

11. GOVERNING LANGUAGE (GCC CLAUSE 22)	GCC 22.1	The language of this Contract shall be ENGLISH.
12. APPLICABLE LAWS (GCC CLAUSE 23)	GCC 23.1	The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.
13. NOTICES (GCC CLAUSE 24)		<p><u>Procuring Agency's address for notice purposes:</u></p> <p>Chief Program Manager (CPM) Reform Support Unit School Education and Literacy Department Government of Sindh Bangalow#47/E-1, Street No. 48th, PECHS Block-6, Shahrah-e-Faisal, Karachi. Phone No.: +92 21 33517962</p>
		<p><u>Bidder's address for notice purposes:</u></p> <p>Name of Bidder: Name of Contact Person & Designation: Phone No: Fax No: Mobile Phone No: Email Address:</p>
14. TAXES AND DUTIES (GCC CLAUSE 25)	GCC 25.1	<p>Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency in case of Delivered Duty paid (DDP) basis.</p> <p>The Procuring Agency (RSU-SE&LD) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.</p>

VII. TECHNICAL SPECIFICATIONS

GROUP / PACKAGE / LOT

SR#	ITEM'S NAME	ITEM'S DESCRIPTION	PICTURE	UNIT	QUANTITY
1.	Trapezium Shape Tables	Shape: Trapezium top with tamper proof edges that make it smooth and safe for the small children Size: L= 48" & 23", W=24", H=18" Age of Kid: 3-7 Years Material: Environmentally friendly MDF Wood and Steel		Nos.	160
2.	Plastic Chairs	Size: H= 21", W= 13", L= 18" Age of Kid: 3-7 Years Material: Environmentally friendly PE+PP plastic or Equivalent		Nos.	600
3.	Side Racks	Size: H= 48" W= 48" L=12" Material: MDF Wood or equivalent		Nos.	60

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VIII. SAMPLE FORMS

1. PERFORMANCE GUARANTEE/SECURITY FORM

To:
Chief Program Manager
Reform Support Unit,
School Education & Literacy Department (RSU-SE&LD),
Government of Sindh.

Whereas [**Name of Bidder**] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [**number**] dated [**date**] to supply [**description of goods**] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Procuring Agency with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without requiring the Procuring Agency to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [**Amount of Guarantee**] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the Bidder to the Procuring Agency of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address:

Date:



2. MANUFACTURER'S AUTHORIZATION FORM
[SEE CLAUSE 11.1 (a) OF THE INSTRUCTION TO BIDDERS]

Dated:

To:

Chief Program Manager
Reform Support Unit,
School Education & Literacy Department (RSU-SE&LD),
Government of Sindh.

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 Bidder / Agent] to submit a bid, and subsequently follow- up / negotiate and sign the Contract with you against Invitation for Bids (IFB) for the goods manufactured, by us, under the patent name of-----
----- for performance of the contract.

We hereby commit and assure our full guarantee and warranty / guarantee as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above-mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

[Name and Designation]

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.

3. CONTRACT FORM

THIS AGREEMENT made the ----- day of ----- 2024 between Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), Government of Sindh of Islamic Republic of Pakistan (hereinafter called "the Procuring Agency") of the one part and [Name of Bidder] of [city and country of Bidder] (hereinafter called "the Bidder") of the other part:

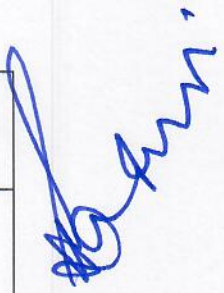
WHEREAS the Procuring Agency invited bids through Bid Reverence No. ----- dated ----- for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Bidder for the supply of those goods and services in the sum of [contract price in words and figures] (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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 by the Manufacturer / Authorized Bidder / Authorized Agent	Signed / Sealed by Procuring Agency



4. INTEGRITY PACT (AFFIDAVIT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number	
Contract Title	
Contract Value	
Dated	

[Name of Supplier/Contractor/Consultant] 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 Supplier/ Contractor/ Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies 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 Supplier/Contractor/Consultant] 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 right 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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]	[Supplier /Contractor/Consultant]



IX. BID FORM & PRICE SCHEDULE

1. BID FORM

To:

Chief Program Manager
Reform Support Unit,
School Education & Literacy Department (RSU-SE&LD),
Government of Sindh.

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount Rs. [Bid Amount in words], only] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

1. The free of cost / donation / discounts offered and the methodology for their application are: -----

2. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.
4. We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and notification of award, by the Procuring Agency, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Name	
In the capacity of	
Signed	
Duly authorized to sign the Bid for and on behalf of	
Date	

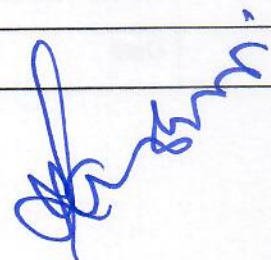
Handwritten signature in blue ink, partially obscured by a stamp.

Handwritten signature in blue ink.

**2. PRICE SCHEDULE IN PAK RUPEES DELIVERED DUTY PAID (DDP BASIS)
FOR GOODS OFFERED WITHIN THE PROCURING AGENCY'S COUNTRY**

Sr#	Item's Name	Item's Description	Qty.	Unit	Country of Origin	Unit Price on DDP Basis (Excluding GST)	Total Cost On DDP Basis (Excluding GST)
1	2	3	4	5	6	7	8
1.	Trapezium Shape Tables	Shape: trapezium top with tamper proof edges that make it smooth and safe for the small children Size: L= 48" & 23", W=24", H=18" Age of Kid: 3-7 Years Material: Environmentally friendly MDF Wood and Steel	160	Nos.			
2.	Plastic Chairs	Size: H= 21", W= 13", L= 18" Age of Kid: 3-7 Years Material: Environmentally friendly PE+PP plastic or Equivalent	600	Nos.			
3.	Side Racks	Size: H= 48" W= 48" L=12" Material: MDF Wood or equivalent	60	Nos.			
Total Amount in Pak Rs. On DDP Basis (Excluding GST)							
Total Amount in words:							

Name	
In the capacity of	
Signed	
Duly authorized to sign the Bid for and on behalf of	
Date	



X. COMPLIANCE SHEET/ TECHNICAL EVALUATION SHEET

Name the Vendor				
Name of Item				
Sr#	Item's Name	Required Specification	Offered Specification	Compliance Yes / No
1.	Trapezium Shape Tables	Shape: trapezium top with tamper proof edges that make it smooth and safe for the small children Size: L= 48" & 23", W=24", H=18" Age of Kid: 3-7 Years Material: Environmentally friendly MDF Wood and Steel		
2.	Plastic Chairs	Size: H= 21", W= 13", L= 18" Age of Kid: 3-7 Years Material: Environmentally friendly PE+PP plastic or Equivalent		
3.	Side Racks	Size: H= 48" W= 48" L=12" Material: MDF Wood or equivalent		

Name	
In the capacity of	
Signed	
Duly authorized to sign the Bid for and on behalf of	
Date	



XI. SCHOOL LISTS / LOCATIONS

SR#	SCHOOL'S NAME	TALUKA'S NAME	UC'S NAME	SEMIS CODE
1.	GBPS - Begna	Jati	Began	404020092
2.	GBPS Jati Town	Jati	Jati	404020356
3.	GBPS Muhammad Khan Malkani	Jati	Marho Bola Khan	404020364
4.	GBPS - Mirpur Bathoro	Mirpur Bathoro	Bathoro	404050079
5.	GBPS - Darro 1	Mirpur Bathoro	Darro	404050124
6.	GBPS - Bano	Mirpur Bathoro	Bano	404050145
7.	GGPS - Darro Main	Mirpur Bathoro	Darro	404050278
8.	GBPS - Madrasa Osmania	Mirpur Bathoro	Bathoro	404050421
9.	GBPS Tahir Soomro	Mirpur Bathoro	Darro	404050461
10.	GBPS - Mirpur Bathoro 2	Mirpur Bathoro	Bathoro	404050538
11.	GGPS Chuhar Jamali	Shah Bundar	Chouhar Jamali	404070064
12.	GBPS - Wali Muhammad Punjabi @ Subhan Punjabi	Sujawal	Sujawal	404080035
13.	GBPS Pacca Shade	Sujawal	Ghotaro	404080100
14.	GBPS Nodo Baran	Sujawal	Mirzo Laghari	404080140
15.	GBPS Jaar City	Sujawal	Jaar	404080149
16.	GBPS Madrsa Site Sujawal	Sujawal	Sujawal	404080153
17.	GBPS Bhawal Khan Magsi	Sujawal	Sujawal	404080154
18.	GBPS Khairtabad	Sujawal	Mirzo Laghari	404080177
19.	GGPS Civil Hospital	Sujawal	Sujawal	404080278
20.	GBPS Main Sindhi Chandia Sujawal	Sujawal	Sujawal	404080378

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