



CADET COLLEGE PETARO

District Jamshoro, Sindh, Post Code: 76120, Phone: 022 2022021-8, Fax: 022 2022227

Supply of Fresh Fruits & Vegetables to Mess

BIDDING DOCUMENTS

NIT/Tender Notice
Instructions to Bidders/Tenderers
Form of Tender
General Conditions of Contract
Evaluation Criteria
Special Conditions of Contract
Schedule of Requirements/Bill of Quantities
Technical Specification
Sample Forms

Reference #:	
Issued to:	
Date of Issue:	



CADET COLLEGE PETARO

District Jamshoro, Sindh, Post Code: 76120,

Phone: 022 2022021-8, Fax: 022 2022227, Email: cadet.collegepetaro@Hotamil.com

No:FNC(Tenders)/2026/818

03rd June, 2026

NOTICE INVITING TENDERS

Cadet College Petaro (CCP) invites E-bids/Tenders only through E-Pak Acquisition and Disposal System (EPADS) on standard bidding documents for the following Procurements, from the interested experienced firms/contractors of repute, registered with EPADS, Tax and other relevant authorities. Bidding documents can be viewed/downloaded from the EPADS website <https://portalsindh.eprocure.gov.pk/>. NIT is also available and can be viewed on Cadet College Petaro website i.e. <http://www.ccpetaro.edu.pk>:

A	Procurement Title		
1	Contract for the Services of Barber	8	Supply of Printing and Stationery Items
2	Contract for the Services of Cobbler	9	Supply of Bedding Items
3	Supply of Dry Ration & Food Items	10	Supply of Cleaning Gear & General Items
4	Supply of Fresh Fruits & Vegetables to Mess	11	Supply of Sports Gear & Allied Items
5	Supply of Clothing & Uniform to Cadets and Employees	12	Supply of Dry Ration & Green Fodder/Grass for Riding Club, Cattle & Goat Farms and Birds
6	Supply of Medicines, Surgical Items & Pathology Lab Items	13	Supply of Layer Chicks, Layer Feed & Poultry Medicines for Layer Poultry Farm
7	Supply of Fresh Milk to Mess	14	Supply of Live Broiler Birds to Cadets' Mess
B	Procurement Method: National Competitive Bidding – Single Stage – One Envelope Bidding Procedure		
C	Tender Fee (For each Tender): PKR 2,500/- (Non-refundable)		
D	Bid Security (For each Tender): As mentioned in Bid Data Sheet of each Bidding Document		
E	Bid Validity (For each Tender): 90 Days		

- 1. ELIGIBILITY:** Eligibility criteria as provided in the bidding/tender documents.
- 2. BIDDING DOCUMENTS:**
 - (i) Issuance:** Bidding / tender documents may be obtained by downloading from SPPRA EPADS website: <https://portalsindh.eprocure.gov.pk/> from **05th June, 2026 to 22nd June, 2026 up to 1000 hours**. Tender fee of Rs.2,500/- (Rupees two thousand five hundred) only non-refundable may be paid through bank pay order / draft drawn in favor of **Principal, Cadet College Petaro** or in cash at HBL Petaro during office hours i.e. 0900 – 1400 hours (Monday to Friday). The Tenders will be accepted for bid opening only upon uploading duly filled and completed in all respects on SPPRA's EPADS & upon submission of valid Bank draft/pay order of Tender Fee or valid paid copy of Tender Fee receipt.
 - (ii) Submission & Opening:** Prospective bidders will upload their bids on EPADS up to 1100 hours on **22nd June, 2026** along with scanned photos of valid Bank Draft/Pay Order of Bid Security & Tender Fee. Bids will be opened on **22nd June, 2026 at 1200 hours** (same day) on EPADS at: Conference Hall, Cadet College Petaro, District Jamshoro, Sindh. Bids shall only be accepted/allowed through EPADS. No physical tender/bid will be accepted.
- 3. Bid Security:** Scanned photo of valid Bank Draft/Pay Order of Bid Security of amount along with Tender Fee as mentioned above, must be uploaded on EPADS drawn from any scheduled bank, drawn in favor of **Principal Cadet College Petaro**. The Bank Draft/Pay Order of Bid Security and Tender Fee must be submitted in **original** on the Bid opening venue, time and date as mentioned above. No tender will be allowed to be opened without Tender Fee and Bid Security.
- 4. UNDER THE FOLLOWING CONDITIONS BIDS WILL BE REJECTED:**
 - (i) Conditional & Telegraphic bid/tenders.
 - (ii) Bids not accompanied by bid security of required amount and form.
 - (iii) Bids of black listed firms (Bidder with Current status as De-listed proof is allowed for competition).
 - (iv) Bids short of mandatory documents as required in the eligibility criteria.
- 5. CONTACT:** For further information, contact **Bursar, Cadet College Petaro, Phone # 022 2022021-8, Fax # 022-2022029.**

**PRINCIPAL
CADET COLLEGE PETARO**

TABLE OF CONTENTS

A.	Introduction
	1. Source of Funds
	2. Eligible Bidders
	3. Eligible Goods and Services
	4. Cost of Bidding
B.	The Bidding Documents
	5. Content of Bidding Documents
	6. Clarification of Bidding Documents
	7. Amendment of Bidding Documents
C.	Preparation of Bids
	8. Language of Bid
	9. Documents Comprising the Bid
	10. Bid Form
	11. Bid Prices
	12. Bid Currencies
	13. Documents Establishing Bidder's Eligibility and Qualification.
	14. Documents Establishing Good's Eligibility and conformity to Bidding Documents.
	15. Bid Security.
	16. Period of Validity of Bids
	17. Format and Signing of Bid.
D.	SUBMISSION OF BIDS
	18. Sealing and Marking of Bids
	19. Deadlines for Submission of Bids
	20. Late Bids
	21. Modification and Withdrawal of Bids
E.	OPENING AND EVALUATION OF BIDS
	22. Opening Bids by the Procuring Agency
	23. Clarification of Bids
	24. Preliminary Examination
	25. Evaluation & Comparison of Bids
	26. Contracting the Procuring Agency
F.	AWARD OF CONTRACT
	27. Post Qualification
	28. Award Criteria
	29. Procuring Agency's Right to vary quantities at time of Award.
	30. Procuring Agency's Right to Accept any Bid and to reject any or all Bids
	31. Notification of Award
	32. Signing of Contract
	33. Performance Security
	34. Corrupt or Fraudulent Practices

Instructions to Bidders

A.	INTRODUCTION
1.	Source of Funds
1.1	Cadet College Petaro
2.	Eligible Bidders
2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the SPPRA Rules 2010 and its Bidding Documents except as provided hereinafter.
2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
2.3	Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government of Sindh.
2.4	Bidder shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.
3.	Eligible Goods and Services
3.1	All goods and related services to be supplied under the contract shall have their original in eligible source countries, defined in the SPPRA Rules, 2010 and its Bidding Documents expenditures made under 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 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, here in after referred to as “the Procuring agency”, will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.
B	BIDDING DOCUMENTS
5.	Contents of Bidding Documents
5.1	The bidding documents include:
	(a) Instructions to Bidders (ITB)
	(b) Bid Data Sheet
	(c) General Conditions of Contract (GCC)
	(d) Special Conditions of Contract (SCC)
	(e) Schedule of Requirements
	(f) Technical Specifications
	(g) Bid Form and Prices Schedules
	(h) Bid Security Form
	(i) Contract Form
	(j) Performance Security Form
	(k) Manufacturer’s Authorization Form
	(l) Integrity Pact
5.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all in formation required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6.	Clarification of Bidding Documents
6.1	Interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7.	Amendment of Bidding Documents
7.1	At any time prior to the deadline for submission of bids, the Procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
7.3	In order to allow interested bidders reasonable time in which to take the amendment in to account in preparing their bids, the procuring agency, at its discretion may extend the deadline for the submission of bids.
D.	Preparation of Bids
8.	Language of Bid
8.1	The bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data sheet in which case for purposes of inter preparation of the bid, the translation shall govern.
9.	Documents Comprising the Bid
9.1	The bid prepared by the Bidder shall comprise the following components:
	<ul style="list-style-type: none"> (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12. (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is not disqualified 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. (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 origin, quantity and prices.
11.	Bid Prices
11.1	The Bidder shall indicate 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 deliver duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation any amount, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract a bid submitted with a fixed price quotation will not be rejected but the price adjustment would be treated as zero.
12.	Bid Currencies
12.1	Prices shall be quoted in Pak Rupees unless so otherwise specified in the Bid Data Sheet.
13.	Documents Establishing Bidder's Eligibility and Qualification
13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as per to its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is rejected.
13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder at the time of submission of its bid is from an eligible country as defined under ITB Clause-2.
13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the procuring agency's satisfaction.</p> <ul style="list-style-type: none"> (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the procuring agency's country. (b) That the Bidder has the financial, technical and production capability necessary to perform the contract. (c) That, in the case of a Bidder not doing business within the procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and or Technical Specifications. (d) That the bidder meets the qualification criteria listed in the Bid Data Sheet.
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
14.1	Pursuant to ITB Clause 9, the Bidder shall furnish as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder propose to supply under the

	contract.
14.2	The documentary evidence of the eligibility of the goods and services shall consists of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
14.3	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of: (a) A detailed description of the essential technical and performance characteristics of the goods. (b) A list giving full particulars, including available source 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. (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 substitution ensures 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 bids security shall be in Pak. Rupees and shall be according to SPPRA rule 37(1) & (2) and as described in the NIT.
15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
15.5	Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency pursuant to ITB Clause 16.
15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32 and furnishing the performance security, pursuant to ITB Clause 33.
15.7	The bid security may be forfeited as per SPPRA Rule 37 (5).
16.	Period of Validity of Bids
16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. Bid validity for a shorter period shall be rejected by the Procuring agency as non-responsive.
16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17.	Format and Signing of Bid
17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID", as appropriate. In the event of any discrepancy between them, the original shall govern.
17.2	The original and the copy or copies of the bid shall be typed or written indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except forum amended oriented literature, shall be initialed by the person or persons signing the bid. The bidder shall fill and sign with official stamp the form of Tender/Bid. In case the form of Tender/Bid is incomplete the bid will be rejected.
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 furnishing formation 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.
D	Submission of Bids
18.	Sealing and Marking of Bids
18.1	The Bidder shall seal the original and copy of 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 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 then amended 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 not later than the time and date specified in the Bid Data Sheet.
19.2	The Procuring agency may at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20	Late Bids
20.1	Any bid received by the Procuring agency after the dealing for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21.	Modification and Withdrawal of Bids
21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of ITB Clause 18 by assigned confirmation copy, postmarked no later than the deadline for submission of bids.
21.3	No bid may be modified after the deadline for submission of bids.
21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
E.	Opening and Evaluation of Bids
22.	Opening of Bids by the Procuring agency
22.1	The procuring agency will open all the bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected a bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
22.4	The procuring agency will prepare minutes of the bid opening.
23.	Clarification of Bids
23.1	During evaluation of the bids, the procuring agency may at its discretion, ask the Bidder for a clarification and the responses 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 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 prices 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, non-conformity, 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 confirms 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 bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
24.5	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25.	Evaluation and Comparison of Bids
25.1	The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
25.2	The procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
25.3	The procuring agency's evaluation of a bid will take into account in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet and quantified in ITB Clause 25.4: (a) Incidental cost (b) Delivery schedule offered in the bid (c) Deviations in payment schedule form that specified in the Special Conditions of Contract. (d) The cost of components mandatory spare parts and service. (e) The availability procuring agency of spare parts and after sales services for the equipment offered in the bid. (f) The projected operating and maintenance costs during the life of the equipment. (g) The performance and productivity of the equipment offered; and / or (h) Other specific criteria indicated in the Bid Data Sheet and /or in the Technical Specifications.
25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet. (a) Incidental cost provided by the bidder will be added by procuring agency to the delivered duty paid (DDP) price at the final destination. (b) Delivery Schedule. (i) the procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price of 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) with in 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 non-responsive. Within this acceptable range, an sheet, will be added for evaluation to be bid price of bids offering deliveries a later than the earliest delivery period specified in the Schedule of Requirement. 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 these 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 scheduled and indicate the deduction in bid price they wish to offer for such alternative payment schedule. The procuring agency may consider the alternative payment schedule offered by the selected Bidder. Or (ii) The SCC stipulates the payment schedule offered by the procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation at the rate per annum specified in the bid Data Sheet. (d) Cost of spare parts. (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

	<p>Or</p> <p>(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.</p> <p>Or</p> <p>(iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>(e) Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>(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.</p> <p>(g) Performance and productivity of the equipment.</p> <p>(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.</p> <p>Or</p> <p>(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 to 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.</p> <p>(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.</p>												
	Alternative												
25.4	<p>Merit Point System :</p> <p>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.</p> <table border="0"> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
Evaluated price of the goods	60 to 90												
Cost of common list spare parts	0 to 20												
Technical features, and maintenance and operating costs	0 to 20												
Availability of service and spare parts	0 to 20												
Standardization	0 to 20												
Total	100												
26.	Contacting the Procuring Agency												
26.1	Subject to ITB Clause 23, no Bidder shall contact the procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.												
26.2	Any effort by a bidder to influence the procuring agency in its decision bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.												
F.	Award of Contract												
27.	Post – Qualification												
27.1	In the absence of prequalification, the procuring agency will determination its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.												
27.2	The determination will take in to account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the procuring agency deems necessary and appropriate.												
27.3	An affirmative determination will be a prerequisite for awarded of the contract to the bidder. A negative determination will result in rejection of the Bidder's bid, in which event the procuring agency will proceed to												

	the next lowest evaluation bid to make a similar determination of the at Bidder's capabilities to perform satisfactorily.
28.	Award Criteria
28.1	Subject to ITB Clause 30, the procuring agency will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29.	Procuring Agency's right to Vary Quantities at Time of Award
	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 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 annual 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	Then 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 From, 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. Performance Security shall be submitted in form of Pay Order, Bank Draft drawn from a schedule bank in favor of Procuring Agency i.e. Cadet College Petaro. The same will be verified as per SPPRA rules and validity of performance security shall extend to cover defects liability period or maintenance period, if any, and subject to final acceptance by the procuring agency.
33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to then lowest evaluated Bidder or call for new bids.
34.	Corrupt or Fraudulent Practices
34.1	The Government of Sindh requires that procuring agency's (including beneficiaries of donor agencies loans), as well as bidders / Suppliers / Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under: <ul style="list-style-type: none"> (a) Defines, for the purpose of this provision, the terms set for the below as follows : <ul style="list-style-type: none"> (i) "Corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution: and (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring agency and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices artificial non-competitive level sand to deprive the procuring agency of the benefits of free and open competition; competition levels and to deprive the procuring agency of the benefits of free and open competition; (b) will reject proposal forward if determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; (c) will declare a firm in eligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt of fraudulent practices in competing for or in executing a Government financed contract.
34.2	Furthermore, bidders shall be aware of the provision stated in sub-clause 5, 4 and sub-clause 24.1 of the General Conditions of Contract.

Form of Tender/Bid

To,

[Principal, Cadet College Petaro (for example, as below)]
(Phone No. 022 2022021-8, Fax: 022 2022227)

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and deliver Items specified in and in conformity with the said Bidding Documents for the sum of Rs. _____ or such other sums as may be ascertained in accordance with the Schedule of Prices at 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 an unconditional guarantee of a bank in a sum equivalent to 5% of the contract Price offer 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 60 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____.

[signature & Official Seal]

[in the capacity of]

Duly – authorized to sign Bid for and on behalf of _____.



PART ONE – SECTION - II

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1.	Definitions
1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) "The Contract" means the agreement entered in to between the procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.</p> <p>(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance its contractual obligations.</p> <p>(c) "The Goods" means all of the goods, supplies and equipment and /or other materials which the Supplier is required to supply to the procuring agency under the Contract.</p> <p>(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.</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 organization purchasing the Goods, as named in SCC.</p> <p>(h) "The procuring agency's country" is the country named in SCC.</p> <p>(i) "The Supplier" means the individual or firms supplying the Goods and Services under this Contract.</p> <p>(j) "The Project site", where applicable, means the place or places named in SCC.</p> <p>(k) "Day" means calendar day.</p>
2.	Application
2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.	Country of Origin
3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
3.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Service are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product result that is substantially different in basic characteristics or in purpose or utility from its components.
	The origin of Goods and Services is distinct from the nationality of the Supplier.
4.	Use of Contract Documents and Information, inspection and Audit by the Government.
4.1	The Supplier shall not, without the procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
4.2	The Supplier shall not, without the procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
4.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the procuring agency and shall be returned (all copies) to the procuring agency on completion of the Supplier's performance under the Contract if so required by the procuring agency.
4.4	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.
5.	Patent Rights
5.1	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.
6.	Performance Security
6.1	Within twenty (20) days of receipt to the notification of Contract award, the successful Bidder shall furnish to the procuring agency the performance security in the amount specified in SCC.
6.2	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.
6.3	<p>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 :</p> <p>(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</p>

	acceptable to the procuring agency; or (b) a cashier's or certified check.
6.4	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.
7.	Inspections and Tests
7.1	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 that inspection 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.
7.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and /or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to their inspectors at no charge to the procuring agency.
7.3	Should any inspected Or tested Goods fail to confirm to the Specifications, the procuring agency may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the procuring agency.
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.
7.5	Nothing in GCC Clause-8 shall in any way release the Supplier for many warranty or other obligations under this Contract.
8.	Packing
8.1	The Supplier shall provide such packing of the Goods is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Packing of the Goods is required as described in Technical Specification.
8.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the procuring agency.
9.	Delivery and Documents
9.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and /or other documents to be furnished by the Supplier are specified in SCC.
9.2	Documents to be submitted the Supplier are specified in SCC.
10.	Insurance
10.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
11.	Transportation
11.1	The Supplier is required under the Contact to transport the Goods to as 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.
12.	Incidental Services
12.1	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 startup 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.
12.2	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.
13.	Warranty
13.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the procuring agency's specifications) or from any actor omission of the Supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
13.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion there of as the case may be have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, which ever period concludes earlier, unless specified otherwise in SCC.
13.3	The procuring agency shall promptly notify the supplier in writing of any claims arising under this warranty.
13.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the procuring agency.
13.5	If the Supplier having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the procuring agency may proceed to take such remedial action is may be necessary, at the Supplier's risk and expenses and may have against the Supplier under the Contract.
14.	Payment
14.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
14.2	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.
14.3	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.
14.4	The currency of payment is Pak. Rupees.
15.	Prices
15.1	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 requested for bid validity extension, as the case may be.
16.	Change Orders
16.1	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 : <ul style="list-style-type: none"> (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specially 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.
16.2	If any such change causes an increase or decrease in the cost of; or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the procuring agency's change order.
17.	Contract Amendments
17.1	Subject to GCC Clause-1, no variation & no modification of the terms of the Contract shall be made except by written amendment signed by the parties.
18.	Assignment
18.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the procuring agency's prior written consent.
19.	Subcontracts
19.1	The Supplier shall notify the procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, In the original bid or later, shall not reliever the Supplier from any liability or obligation under the contract.
19.2	Sub contracts must comply with the provisions of GCC Clause.
20.	Delays in the Supplier's Performance
20.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the procuring agency in the Schedule of Requirements.
20.2	If at any time during performance of the contract, the Supplier or its subcontractor(s) should encounter

	conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt to the Supplier's notice, the procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
20.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
21.	Liquidated Damages
21.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the procuring agency shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
22.	Termination for Default
22.1	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: <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or (b) if the supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in competing for or 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>
22.2	In the event the procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
23.	Force Majeure
23.1	Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default 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.
23.2	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.
23.3	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.
24.	Termination for insolvency
24.1	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 occurred or will accrue thereafter to the procuring agency.
25.	Termination for Convenience
25.1	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.
25.2	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 term and prices. For the remaining Goods, i.e. procuring agency may elect: <p>(a) to have any portion completed and delivered at the contract terms and prices; and /or</p> <p>(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>
26.	Resolution of Disputes
26.1	The procuring agency and the Supplier shall make every effort to solve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
26.2	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. This mechanism may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and / or arbitration.
27.	Governing Language
27.1	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.
28.	Applicable Law
28.1	The Contract shall be in accordance with the Federal and Sindh Provincial laws, unless otherwise specified in SCC.
29.	Notices
29.1	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.
29.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
30.	Taxes and Duties
30.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the procuring agency.



Supply of Fresh Fruits & Vegetables to Mess

Eligibility / Evaluation Criteria

#	Eligibility Parameters	Description / Documents to be Attached
1	Status of Business	<ul style="list-style-type: none"> • Company • Partnership • Proprietorship (Individual) (Please Specify on official Letterhead) – Mandatory
2	NTN Registration Certificate	Attach copy of Certificate – Mandatory
3	Sales Tax Registration Certificate	Attach copy of Certificate
4	Professional Tax Certificate	Attach copy of Certificate
5	Registration with EOBI	Registration with EOBI as Employer. List of employees if any registered with EOBI including registration number, name, father name, Job description, CNIC number. (Attach online registration profile of employer)
6	Income Tax Returns	Attach copies of Tax Returns for the last 02 years – Mandatory
7	Active Tax Payer Status	Attach Online Verification Copy (Must be Active status as Filer) – Mandatory
8	Affidavit on Rs.100/- stamp paper	Declaring that firm has never been involved in litigation & never been black listed by any private / Government organization – Mandatory
9	CNIC of Authorized Official	Attach copy of CNIC of Company Authorized Official – Mandatory
10	Authority Letter	Attach Authority letter on firm / company letterhead, duly stamped and signed by Authorized Personnel – Mandatory
11	Address of Registered Office	Details of Registered Office including contact numbers, duly signed and stamped on company letterhead – Mandatory
12	Bank Statement of Firm/Business	Attach statements of bank account of Firm/Business for the last 2 Years showing annual average turnover of minimum 8.5 million of each year – Mandatory
13	Bank Certificate	Attach fresh copy of Certificate issued by Bank including Account Number, Title of Account & name(s) of signatory(s). Title of Account must be the same as name of Firm/Business – Mandatory
14	Relevant field Experience (Evidence – Work Order)	Attach minimum 02 copy of relevant experience certificate issued by Govt. organizations/reputable firm including detail of work/business carried out during last 03 years – Mandatory
15	Cliental List	Attach List of Clients duly signed & stamped

Note:

Please attach above required documents/information and submit the same along with bidding documents for participation in the Bid. Bids not containing/missing required documents, information and Bidding document not submitted or not filled properly will be rejected.

BIDDER'S QUALIFICATION REPORT

#	Eligibility Parameters	Description / Documents	Attached Yes/No
1	Status of Business	<ul style="list-style-type: none"> • Company • Partnership • Proprietorship (Individual) (Please Specify on official Letterhead) – Mandatory 	
2	NTN Registration Certificate	Attach copy of Certificate	
3	Sales Tax Registration Certificate	Attach copy of Certificate	
4	Professional Tax Certificate	Attach copy of Certificate	
5	Registration with EOBI	Registration with EOBI as Employer. List of employees if any registered with EOBI including registration number, name, father name, Job description, CNIC number. (Attach online registration profile of employer)	
6	Income Tax Returns	Attach copies of Tax Returns for the last 2 years	
7	Active Tax Payer Status	Attach Online Verification Copy	
8	Affidavit on Rs.100/- stamp paper	Declaring that firm has never been involved in litigation & never been black listed by any private / Government organization	
9	CNIC of Authorized Official	Attach copy of CNIC of Company Authorized Official	
10	Authority Letter	Attach Authority letter on firm / company letterhead, duly stamped and signed by Authorized Personnel	
11	Address of Registered Office	Details of Registered Office including contact numbers, duly signed and stamped on company letterhead	
12	Bank Statement of Firm/Business	Attach statements of bank account of Firm/Business for the last 2 Years showing annual average turnover of minimum 8.5 million of each year	
13	Bank Certificate	Attach fresh copy of Certificate issued by Bank including Account Number, Title of Account & name(s) of signatory(s). Title of Account must be the same as name of Firm/Business	
14	Relevant field Experience (Evidence – Work Order)	Attach minimum 02 copy of relevant experience certificate issued by Govt. organizations/reputable firm including detail of work/business carried out during last 03 years	
15	Cliental List	Attach List of Clients duly signed & stamped	



BID DATA SHEET

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

	INTRODUCTION
ITB 1.1	Principal, Cadet College Petaro
ITB 1.1	Name of Contract /Project Supply of Fresh Fruits & Vegetables to Mess
ITB 4.1	Principal Cadet College Petaro, District Jamshoro, Sindh – Post Code 76120
ITB 8.1	Language of the bid. English
	BID PRICE AND CURRENCY
ITB 11.2	The price quoted shall be fixed along with DDP (delivered duty paid).
ITB 11.5	The price shall be fixed and will not be negotiated once finalized.
	Preparation and Submission of Bids
ITB 13.3 (d)	Qualification requirements as per criteria mentioned.
ITB 14.3 (b)	N/A
ITB 15.1	Minimum amount of Bid Security Rs.500,000/- Validity 90 (Ninety) Days
IT B 17.1	Number of copies. One Original along with Company Profile (Booklet) .
ITB 18.1	Principal, Cadet College Petaro District Jamshoro, Sindh – Post Code 76120 Phone : 022 2022021-8, Fax: 022 2022227
ITB 18.2	IFB title and number
ITB 19.1	Deadline for bid submission is 22 June, 2026 up to 1100 hours.
ITB 22.1	Time, date, and place for bid opening is 1200 hours on 22 June, 2026 at College Conference Hall, Cadet College Petaro, District Jamshoro, Sindh, post Code: 76120, Phone No. [022 2022021-8] Fax: [022 2022227].
	BID EVALUATION
ITB 25.3	Criteria for bid evaluation.
ITB 25.4 (a)	One option only. N/A.
ITB 25.4 (b)	Delivery schedule. To be finalized by Procurement Committee, Cadet College Petaro
Option (i)	
Option (ii)	Or Adjustment expressed in amount in the currency of bid evaluation. Or
Option (iii)	Adjustment expressed as a percentage.
ITB 25.4 (c) (ii)	Deviation in payment schedule. N/A.
ITB 25.4 (d)	Cost of spare parts. N/A
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost. Number of years for life cycle (it is recommended that life cycle period should not exceed the usual period before a planned major overhaul of the goods) N/A. Operating cost [e.g fuel and /or other input, unit cost, and annual and total operational requirements] N/A. Maintenance costs [e.g spare parts – without duplication of above Clause 25.4 (d) requirement – and /or other inputs] N/A and Rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value N/A or Reference to the methodology specified in the Technical Specifications or else wherein the bidding documents. [The contra actual liquid dated damages specified in the SCC shall be higher than the evaluation advantage.

ITB 25.4 (g)	Performance and productivity of equipment. 5% of the award contract price.
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.
ITB 25.4 Alternative	Specify the evaluation factors. As mentioned in evaluation criteria.
	Contract Award
ITB 29.1	Quantities of items may increase or decrease or deleted as per requirement. Any item if required other than schedule of requirement the contractor will supply the same as per requirement under variation order. The rates shall be decided through Rate Analysis based on quotations collected from supplier.





Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions here in 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 text in italic mentioned for the relevant SCC. Whereas 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: Cadet College Petaro

GCC 1.1 (h) – The procuring agency's country is: Pakistan

GCC 1.1 (i) – The Supplier is: _____

Sample Provision

GCC 1.1 (j) – The Project Site is: Cadet College Petaro – Required samples will be got approved before manufacturing or supplying.

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 – Finance Procurement”.

3. **Performance Security GCC Clause 7)**

GCC 7.1 – The amount of performance security as a percentage of the Contract Price shall be: **not exceeding 10% of the Contract Price.**

[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 performances 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.

4. **Inspection Tests (GCC Clause 8)**

GCC 8.6 – Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The inspection would be performed by Principal, Cadet College Petaro or his representative(s).

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

Sample provision.

GCC 9.3 – The following SCC shall supplement GCC Clause 9.2:

6. **Delivery and Documents (GCC Clause 10)**

Sample provision. (DDP terms).

GCC 10-3 – Upon shipment, the Supplier shall notify the procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The supplier shall mail the following documents to the procuring agency:

- (i) Copies of the Supplier's invoice showing Good's description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea way bill an inland waterway document, an air way bill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods.
- (iii) Copies of the packing list identifying contents of each school-wise package; certificate.
- (iv) Insurance certificate.

- (v) Manufacture's or Supplier's warranty certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

7. **Insurance (GCC Clause 11)**

GCC 11.1 – The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered hence insurance coverage is seller's responsibility. Since the insurance is seller's responsibility they may arranged appropriate coverage.

8. **Incidental Services (GCC Clause 13)**

GCC 13.1 -- Incidental services to be provided are:

N/A

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

9. **Warranty (GCC Clause 15)**

Sample provision

GCC 15.2 – impartial modification of the provision, the warranty period shall be 12 months from date of acceptance of the Goods or 18 months form the date of shipment, whichever occurs earlier. The Supplier shall, in addition, 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 constant and expense and to carry out further performance test 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 rates 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 periods:

10. **Payment (GCC Clause 16)**

Sample provision

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

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

(i) Hundred (100%) percent of the Contract Price of Goods received shall be paid within the time period applicable as per the prescribed Government rules upon complete delivery of the supplies and submission of claim supported by the acceptance certificate issued by the procuring agency declaring Goods have been delivered and that all contracted services have been performed.

(ii) The supplies shall be delivered by the vendor as per given schedule. The payment in respect of the scheduled delivery shall be made upon supplies of the particular items.

11. **Prices (GCC Clause 17)**

Sample provision

GCC 17.1 – Prices shall be adjusted in accordance with provisions in the Attachment to SCC.
[To be inserted only if price is subject to adjustment].

N/A

12. **Liquidated Damages (GCC Clause 23)**

GCC 23.1 – Applicable rate:

Maximum deduction:

Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed then the Contract Price Applicable.

13. **Resolution of Dispute (GCC Clause 28)**

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

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

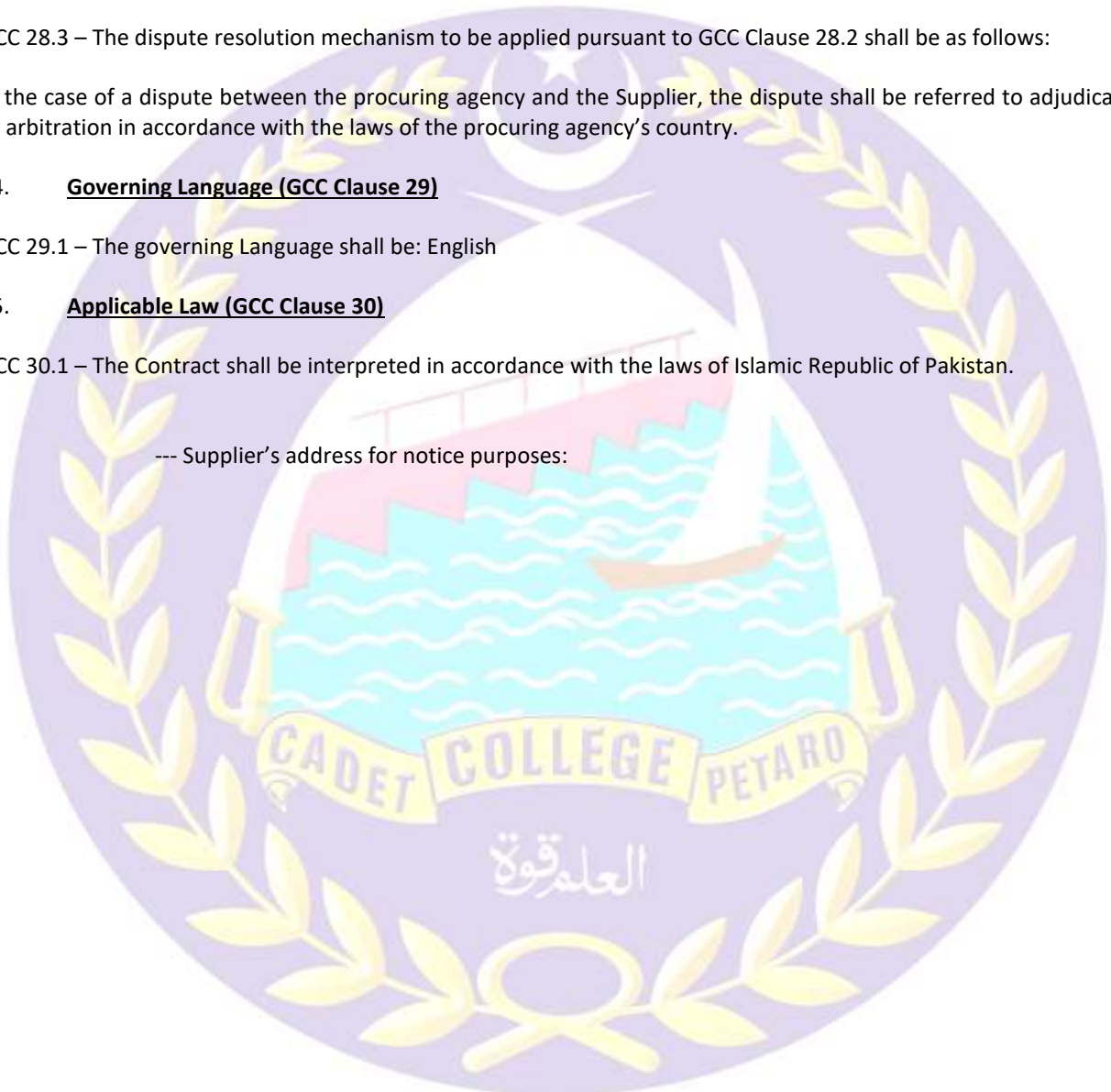
14. **Governing Language (GCC Clause 29)**

GCC 29.1 – The governing Language shall be: English

15. **Applicable Law (GCC Clause 30)**

GCC 30.1 – The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

--- Supplier's address for notice purposes:





SECTION IV.
SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENT/PRICE/BID

SUPPLY OF FRESH FRUITS & VEGETABLES TO MESS

1. The following rates will be applicable for the supplies to College (Cadets' Mess) and for selling at shop for the contract period.

#	Description	Rates
Fresh Fruits		
1	Supply of all Seasonal / Non Seasonal Fresh Fruits to Cadets' Mess	____% Below/Above to daily wholesale rates prevailing in the Hyderabad Market/Mandi
2	Sale of all Seasonal / Non Seasonal Fresh Fruits to Residents and Cadets through Fruit & Vegetable Shop at Commercial Area, CCP	____% Below/Above to daily wholesale rates prevailing in the Hyderabad Market/Mandi
Fresh Vegetables		
3	Supply of all Seasonal / Non Seasonal Fresh Vegetables to Cadets' Mess	____% Below/Above to daily wholesale rates prevailing in the Hyderabad Market/Mandi
4	Sale of all Seasonal / Non Seasonal Fresh Vegetables to Residents and Cadets through Fruit & Vegetable Shop at Commercial Area, CCP	____% Below/Above to daily wholesale rates prevailing in the Hyderabad Market/Mandi

2. A representative of Cadet College Petaro, authorized by Principal, Cadet College Petaro will visit daily/occasionally Hyd market/mandi to obtain wholesale rates applicable for the day/yesterday etc.
3. The Contractor/supplier will run a fruit and vegetable shop in the College Commercial Area. The rent of shop will be charged as per College prevailing rates. All the seasonal / Non-Seasonal Fresh Fruits and Vegetables of good quality will be kept in the shop for selling to residents and Cadets.
4. The contract is extendable for further period subject to satisfactory performance, services & conduct. The rates for the extended period will be revised upon mutual agreement considering prevailing market.

(Authorized Signature)

Name: _____

Designation: _____

CNIC No: _____

(Official Stamp)



Section V. Technical Specifications

TECHNICAL SPECIFICATION

#	Description
Fresh Fruits	
1	Supply of all Seasonal / Non Seasonal Fresh Fruits to Cadets' Mess
2	Sale of all Seasonal / Non Seasonal Fresh Fruits to Residents and Cadets through Fruit & Vegetable Shop at Commercial Area, CCP
Fresh Vegetables	
3	Supply of all Seasonal / Non Seasonal Fresh Vegetables to Cadets' Mess
4	Sale of all Seasonal / Non Seasonal Fresh Vegetables to Residents and Cadets through Fruit & Vegetable Shop at Commercial Area, CCP





Section VI.
Sample Forms

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Estimated Quantity	Unit price DDP named place	Unit Price in Words	Total DDP Per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incident services if required

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder _____

Official Seal/Stamp

Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated _____ for the **Supply of Fresh Fruits & Vegetables to Mess** (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 DSE (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 bids itself, its successors, and assigned 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 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 to fits 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 & Seal of the bank)

Form of Contract

This Agreement (*hereinafter called the "Contract"*) is made on this _____ day of _____ between Principal Cadet College Petaro (*hereinafter referred to as "the Procuring Agency"*) of the First Part; and M/s [_____] (*hereinafter called 'the Supplier'*) having its registered office at [_____] of the Second Part (*hereinafter referred to individually as "Party" and collectively as the "Parties"*).

Whereas the procuring agency invited bids for procurement of goods & services, in accordance with the requirements of the bidding document ref no. [_____] in pursuance where of M/s [_____] being the supplier of the said goods in Pakistan to supply the required items; and whereas the Procuring Agency has accepted the bid by the **Supply of Fresh Fruits & Vegetables to Mess** in the sum of PKR.[_____] (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSES AS BELOW:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions and Specific Conditions of this Contract thereafter referred to as "Contract".
2. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz:-
 - (a) The Bid Form and the Price Schedule submitted by the bidder;
 - (b) The Schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract;
 - (e) The Procuring agency's Notification.
 - (f) The Contract
3. The contractor will pay the monthly rent in advance to each month for the shop as per College prevailing rates and will pay the amenities and utilities charges as per actual.
4. Rs.1000/- shall be charged as maintenance charges of shop on monthly basis to the Contractor.
5. The Contractor/Supplier shall deposit of Rs. 500,000/- (Rupees Five Hundred Thousand) only with the College, as security deposit (Refundable).
6. The Contractor/supplier will run a fruit and vegetable shop in the College Commercial Area. All the seasonal fruits and vegetables of good quality will be kept in the shop for selling to residents and Cadets.
7. The Contractor/Supplier shall not supply/sell coarse or stale fruits and vegetables.
8. Hyderabad market committee rates will be applicable for the selling of fruits and vegetables to Residents and Cadets. Contractor/Supplier will obtain and display the duly signed & stamped daily rates list of fruits and vegetables issued by the market committee.
9. The Contractor/supplier shall supply Fresh and good/superior quality Fruits & Vegetables to College (Cadets' Mess) at the timing fixed by the Messing officer on approved rates for the contract period.
10. The Contractor/Supplier shall not request for any increase in the rates during the contract period.

11. The Contractor/Supplier shall make the supply to Cadets' Mess strictly in accordance with the demand given by the Messing Officer, 24 hours in advance and shall not exercise his discretion as regards to the kind, quality and quantity.
12. The sale of fruit and vegetable on credit to any individual shall be the sole responsibility of the Contractor/supplier.
13. That the Contractor/supplier shall supply the special items of fruits and vegetables only on special demands given by the Messing Officer in advance.
14. That Principal shall have the powers to impose a fine, at his disposal, on the Contractor/Supplier and can terminate the contract at any time giving one month's notice for any delay in the supply or any defect discovered in the quality or shortage in quantity of supplies and violation of any term of the contract.
15. The Government taxes as per law rules will be recovered at source from the Contractor/Supplier.
16. In case of any dispute the Principal, Cadet College Petaro shall be the sole arbitrator.

In witness whereof the parties here to have caused this Agreement to be executed at (Cadet College Petaro] ("the place") in accordance with their respective laws and shall enter into force on the day and year first above mentioned.

For and on behalf of Cadet College Petaro

For and on behalf of Firm/Contractor

**PRINCIPAL
CADET COLLEGE PETARO**

**Authorized Signature
Name & Designation
Official Stamp**

Witness:

Witness:

Signature: _____
Name: _____
CNIC#: _____

Signature: _____
Name: _____
CNIC#: _____

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 of Fresh Fruits & Vegetables to Mess** (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 there in 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 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 ground so reasons for your demand or sum specified therein.

This guarantee is valid until the _____ day of _____ 19_.

Signature and seal of the Guarantor/Bank.

[name of bank or financial institution]

[address]

[dated]

Note: It should be valid for a period equal to the warranty period. The contract will be signed / issued after submission of this Performance Security.

Bank Guarantee for Advance Payment

To : Principal, Cadet College Petaro
District Jamshoro, Sindh, Post Code: 76120

Supply of Fresh Fruits & Vegetables to Mess

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment. *[name and address of Supplier]* shall deposit with the procuring a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the procuring agency and the Supplier, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____ *[name of bank or financial institution]*

_____ *[address]*

_____ *[date]*

Manufacturer's Authorization Form

[See Clause 13.3(a) of the instructions to Bidders,] to:

To : Principal, Cadet College Petaro
District Jamshoro, Sindh, Post Code: 76120

Whereas [name of the Manufacture] who are established and reputable manufacturers of [name and / or description of the goods] having factories at [address of factory].

Do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiated and sign the Contract with you against IFB No.[Reference of the invitation to bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the good offered for supply by the above firm against this invitation for Bids.

[Signature, Name, Designation & CNIC # of Official Signing for and on behalf of manufacturer, Official Seal and Complete address]

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.

INTEGRITY PACT

Declaration of fees, Commission and brokerage etc, payable by the suppliers/contractors/consultants

Contract No: _____

Dated: _____

Contract Value: Rs. _____

Contract Title: **Supply of Fresh Fruits & Vegetables to Mess.**

M/s. _____ 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, M/s. _____ 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 or including the procurement of the 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.

M/s. _____ 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 not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s. _____ 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 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, M/s. _____ agrees to indemnify PA for any loss damage incurred by it on account of this corrupt business practices and further pay compensation to PA in an amount equivalent to 10 times the sum of commission, gratification, bribe, finder's fee or kickback given by M/s. _____ as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

For & On behalf of Procuring Agency

For & On behalf of Contractors

Name: _____
PRINCIPAL, CADET COLLEGE PETARO

Name: _____
CNIC # _____
M/s. _____
Address: _____
