



**For**

**(Supply of Furniture for Schools in Karachi, Sindh, Pakistan)**

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## INVITATION TO BID

1. DevCon -An Association for Rural Development is managing 08 schools in Karachi-Korangi area. DevCon intends to invites tender for supply & Installation of school furniture for students. Sealed tenders / bids are invited from Companies/firms, registered in income tax and sales tax departments & Active Tax Payers list of FBR.

Tender No.	Tender Name	Quantity	Closing Date	Opening Date
01	Supply of Schools Furniture	01	23-July-2019	24-July-2019

2. Tender document will be immediately available after publishing this Tender Notice on official website, print media & official company address.
3. Tender Document can be obtained from the below mentioned address, during office hours i.e. 09:00 am to 05:00 pm from Monday to Friday subject to payment of Tender Fee of PKR - 2,000/-in the following account: -

**Account Title: DevCon -An Association for Rural Development**

**Account No: 0376000861000654**

**Bank Name: MCB (Muslim Commercial Branch)**

**Branch Code: 0097**

4. The Bid Security / Earnest Money not exceeding **2%** of estimated price in the form of Pay Order in favour of "DevCon -An Association for Rural Development" is required to be submitted with the Financial Bid, in absence of which the offer shall be rejected being non-responsive. The detail of amount of Bid Security is given in the Tender Document.
5. Bids without supporting documents, undertaking, valid documentary evidence, and not in conformity of terms and conditions given in the Tender Document will be rejected out rightly without any consideration.
6. No document will be accepted, under any circumstances, after opening of the Bids.
7. Bids received after due time and date shall not be accepted/considered.
8. Bids without Bid Security in shape of Pay Order less than required amount or Bid Security shall be rejected immediately.

## INSTRUCTION TO THE BIDDER

1. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
2. Bidders will be required to use High Quality material for the desired schools furniture.

3. Bidders must ensure attachment / submission of all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids as no request for submission of missing documents will be entertained after opening of the Technical Bids.
4. Bids without supporting documents, undertaking, valid documentary evidence, and not in conformity of terms and conditions given in the Tender Document will be rejected outrightly without any consideration.
5. Bids received after due time and date shall not be accepted.
6. Bids without Bid Security in shape of Pay order less than required amount of Bid Security shall be rejected.
7. The bidder shall show the samples of furniture and in case of any difference/ deficiency in the quality of the delivered furniture, "DevCon" has the right to reject /refuse to receive the furniture.

**BID DATA SHEET (Information for the Bidders)**

1	Procuring Agency	<b>DevCon -An Association for Rural Development</b>																
2	Tender Number																	
3	Name of Tender	SUPPLY & INSTALLATION OF SCHOOLS FURNITURE																
4	Tender Document available place	Official website, print media & official company address.																
5	Cost of Tender Document	PKR-2,000/- to be deposited in the following account:																
		Account Title:	<b>DevCon -An Association for Rural Development</b>															
		Account No:	0	3	7	6	0	0	0	8	6	1	0	0	0	6	5	4
		Bank Name:	MCB (Muslim Commercial Bank)															
		Branch Code:	0	0	9	7												
6	Bid Security	Not exceeding <b>2%</b> of Estimated Cost in shape of Pay Order in favour of " <b>DevCon -An Association for Rural Development</b> "																
7	Performance Guarantee	<b>10%</b> of Contract Value after issuance of Letter of Acceptance of Contract																
8	Last Date and Time for submission of bids/tenders	<b>On 23<sup>rd</sup> July 2019--- till 01:00 pm at Official Office Address: House # 83, Block-2, Makhdoom Bilawal Cooperative Housing Society, Korangi Industrial Area, Karachi, Sindh, Pakistan.</b>																
9	Contact Number	+92-333-7545922																
10	Last Date and Time for opening of Bids/tenders	<b>On 24<sup>th</sup> July 2019---- at 12:00 pm at Official Office Address: House # 83, Block-2, Makhdoom Bilawal Cooperative Housing Society, Korangi Industrial Area, Karachi, Sindh, Pakistan.</b>																

## TENDER ELIGIBILITY

1. Eligible Bidder/Tenderer is one who:
  - 1.1. Has valid registration certificate for Income Tax and Sales Tax;
  - 1.2. Is an active Income Tax Payer;
  - 1.3. Conforms to the clause of “**Responsiveness of Bid**” given in this tender document;
  - 1.4. Has not been blacklisted;
  - 1.5. Bidder/Company/Firm its directors/partners or individuals have not been convicted of a financial crime, banking frauds mortgage frauds, forgery, embezzlement, cheque frauds, credit cards frauds, etc.

## BID CURRENCY

Bidder(s) should quote price in Pakistani Rupees only and payments shall also be made in Pakistani Rupees only.

## VALIDITY PERIOD OF THE BID

1. Validity period of the bids shall be **60 days**.
2. In exceptional circumstances, the Purchase Committee of DevCon -An Association for Rural Development may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

## BID SECURITY

1. Bidder will submit Bid Security drawn in the name of “**DevCon -An Association for Rural Development**” not exceeding **2%** of Estimated Price in shape of CDR. With details given below:

S No	Tender Name	Amount of Bid Security
1	Schools Furniture	Rs /-

2. Cheques or Cross Cheques shall not be accepted at all.
3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the award of contract or after **10-days** in case of cancellation of tender.

4. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.
5. Subject to the award of contract, the Bid Security in shape of Pay order shall be returned to successful bidder against submission of Performance Guarantee.
6. In case Bid Security is found less than the required amount, bid will be rejected irrespective of the rates and stage of the bid process.
7. The Bid Security may be forfeited if a Bidder:
  - Refuses to accept Letter of Acceptance of the Bid; or
  - Fails to furnish Performance Security.

**Clarification and Modification of Bidding Documents :**

- (1) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;  
Provided that any clarification in response to a query by any bidder shall be communicated to all parties who have obtained bidding documents;
- (2) Procuring Agency shall re-issue the Notice Inviting Tenders, in accordance with Rules 17 & 18 Sindh PP Rules, 2010, (**Methods of Notification and Advertisement** ) and (**Response Time**), if it is convinced that there is a material infirmity or ambiguity in the bidding documents, which cannot be addressed without modifying the contents of bidding documents.

**Cancellation of Bidding Process:**

- (1) A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal;
- (2) The procuring agency shall incur no liability towards the bidders, solely by virtue of its invoking.
- (3) Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation.
- (4) The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds;

**26. Re-issuance of Tenders –**

The procuring agency may re-issue tenders in case, the bidding process has been cancelled, as provided in Rule (cancellation clause rule number) or one of the following conditions exist:

- (1) Such an infirmity in the bidding documents has surfaced that the procuring committee recommends to the competent authority that the bids have to be invited afresh;
- (2) The case has been declared as one of mis-procurement, in pursuance of Rule 56; Sindh PPRA rules, 2010.

Provided while re-issuing tenders, the procuring agency may change the specifications and other contents of bidding documents, as deemed appropriate.

## **BID PREPARATION AND SUBMISSION**

1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexures, Schedules, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the bidders/Tenderers or his/their Authorized Representatives. In case of copies, photocopies may be attested.
2. The Bids/Tenders should be submitted in one package.
3. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc. The Bid is liable for rejection if Financial Proposal contains conditional offer.
4. Detail and Order of Documents to be furnished with the proposal
5. The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. **The documents attached must be numbered and attached in the following order, failing to do so may result in the bid being rejected:**
  - 5.1. Covering letter duly signed and stamped by authorized representative.
  - 5.2. Copy of Income Tax Registration Certificate
  - 5.3. Copy of Sales Tax Registration Certificate.
  - 5.4. Detailed specification of items.
  - 5.5. Bid Form
  - 5.6. Tender Document duly signed and stamped by the Bidder.
  - 5.7. Price Schedule Form duly filled, signed and stamped by the Bidder.

## **SEALING THE BID**

The Proposal shall be placed in an Envelope and sealed appropriately. The cover shall be marked as **“PROPOSAL FOR SUPPLY & INSTALLATION OF SCHOOLS FURNITURE”** – Bid Ref.: due on the **“FROM”** address and **“TO”** address shall be written without fail otherwise the Technical Proposal is liable for rejection.

## **MODE OF SUBMISSION OF BIDS**

1. The Bid should be addressed and submitted to DevCon-Admin Department.
2. Bids submitted after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be immediately rejected.

## **BID OPENING**

1. The bids will be opened by the **DevCon Committee**, on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders



who shall be present. A maximum of one representative for each bidder would be allowed to attend the Bid Opening.

**2. Suppression of facts and misleading information**

2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the “DevCon” Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the DevCon Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

2.2. It is the Bidder’s responsibility to prove the Bidder’s requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the DevCon Committee and failing to do so may result in the bid being rejected.

**TECHNICAL EVALUATION CRITERIA**

- 2. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.
- 3. The Eligible/Technically Qualified Bidders will be considered for further evaluation.
- 4. Technical Bids will be evaluated on the basis of following criteria and rates of only those bidders will be opened who have fulfilled the criteria:

<b>Evaluation Criteria</b>	<b>Requirements</b>
Sales Tax Registration	<b>Mandatory</b>
Income Tax Registration	<b>Mandatory</b>
Conformance to the required specification of items given in Schedule of requirement.	<b>Mandatory</b>
Verification (by Purchase Committee) of Samples of furniture provided by the bidders in raw material & polish/colour, etc,	<b>Mandatory</b>
Delivery Period	<b>Maximum-----</b>

- 5. The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.

### **ACCEPTANCE OF BIDS**

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal/Provisional Governments, shall be awarded the procurement contract, within the original or extended period of bid validity.

### **AWARD OF CONTRACT**

The Tender will be awarded to the Lowest Evaluated Bidder(s) who has been declared Technically Qualified by the DevCon Committee.

### **LETTER OF ACCEPTANCE (LOA)**

After acceptance of the Bids by the DevCon Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder.

### **PAYMENT OF PERFORMANCE GUARANTEE (PG)**

1. The Successful Bidder(s) will be required to submit the Performance Guarantee equivalent to **10%** of the value of the contract price in shape of Pay Order/Bank Guarantee in favor of **“DevCon -An Association for Rural Development”**.
2. The Performance Guarantee should be submitted within 1-week of receipt Letter of Acceptance and before signing the contract, to the DevCon Committee.
3. The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

### **REFUND OF BID SECURITY (BS)**

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm.

The Bid Security of the unsuccessful Bidder will be refunded on the written request of the Bidder upon above mentioned time frame.

The Bid Security of the successful bidder shall be released upon request of bidder(s) who submits Ten Percent (**10%**) Performance Guarantee in the shape of Pay order.

### **ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT**

1. The DevCon Committee shall issue Supply & Installation Order or sign a Contract with the successful bidder who has submitted the Performance Guarantee.

## **REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY**

1. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 1-Week after the announcement of the bid evaluation report.
2. The committee shall investigate and decide upon the complaint within 10-days of the receipt of the complaint.
3. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.
4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

## **COMPLETION OF WORK**

The successful bidder has to ensure supply & installation of school's furniture in maximum of ----- from the date of order placed.

## **INSPECTION AND TESTS**

1. The Inspection Committee of Project shall inspect and test the Furniture supplied, under the Supply Order, to verify its conformity to the Technical Specifications.
2. After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to DevCon.

## **RELEASE OF PERFORMANCE GUARANTEE (PG)**

The Performance Guarantee will be refunded to the Successful Bidder(s) after Completion of delivery, Inspection of items/Services and completion of warranty period.

## **FORFEITURE OF PERFORMANCE SECURITY**

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits break of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
2. Failure to supply required items/services within the specified time period will invoke penalty. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## **PAYMENT**

1. Hundred percent payment will be made by “**DevCon -An Association for Rural Development**” to the Successful Bidder after delivery & installation of goods, its inspection and on receipt of the following documents:

1. Bill(s)
- 1.2. Delivery Challan(s)
- 1.3. General Sales Tax Invoice(s)
- 1.4. Inspection/Completion report(s)

## **WARRANTY**

The Successful bidder will provide the warranty period of above School Furniture. They will confirm in writing that the material used in manufacturing of mentioned supply is new without any possible defects and as per specifications given in the Bid/Tender Document.

The Successful bidder/bidders will warrant that all work under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the bidder.

## **DELIVERY OF FURNITURE**

The approved bidder will be bound to provide the schools furniture as per specification mentioned in URS in Raw form and polish in the premises at -----.

## **TAX**

Quoted rates must be inclusive of all taxes applicable at the time of final payment/delivery.

## **CONFIDENTIALITY**

All bids submitted to DevCon -An Association for Rural Development subsequent correspondence and discussion shall be kept confidential and will not be revealed directly or indirectly to any other party, except in the case of any government query by department/ organizations monitoring Banks and the Federal Government.

**BILL OF QUANTITY/ USER REQUIREMENT SPECIFICATION (URS)**

**Specification and Description**

**1- Students Desk Benches (Fine and smooth Kicker Wood Structure)**

<b>A- Three (3) Seater Desk Bench (Secondary Classes)</b>	<b>Quantity</b>
Dimension Desk =height 30", Length 48", Depth 14" Dimension Bench =height 18", Length 48", Depth 12" Bench Back height = 30" Gape between Desk and Bench = 12"	342

<b>B- Two (2) Seater Desk Bench (Primary 1 to 3 class)</b>	<b>Quantity</b>
Dimension Desk =Top height 23", Length 32", Depth 14" Dimension Bench = Seat height 14", Length 32", Depth 12" Bench Back height = 25" Gape between Desk and Bench = 10"	183

<b>C- Two (2) Seater Desk Bench (4 to 5 Class)</b>	<b>Quantity</b>
Dimension Desk =height 27", Length 36", Depth 14" Dimension Bench =height 17", Length 36", Depth 12" Bench Back height = 27" Gape between Desk and Bench = 11"	78

**Description of Desk/ Benches Structure**

Desk & Bench outer structure / Frame made of 3x2" inches thick kicker wooden strips. Desk top rails with 3 inside boxes (3-seater desk) and 2 inside boxes for books (in 2-seater Desk), foot rest 1.5x1.5 and bench top rail, bottom rail made of 1" inches thick kicker wood. Dentaclean spray, varnish, oil paint (Brown wooden color in best quality) would be used for finishing and lives saving of furniture.

**2- TEACHER CHAIR ( Pertal Wood Structure)**

<b>Dimensions: depth 450 x width 520 x height 780mm</b>	<b>Quantity</b>
<b>Seat size: 468 x 440mm (468 x 100 x 20mm 04-Nos strips)</b> <b>Back size: 470 x 170mm (03-Nos bend wooden pieces fixed with 10mm Ø wooden dowels)</b>	48

<b>Seat height:</b> 450mm <b>Arm height:</b> 645mm <b>Arms (02) size:</b> 419 x 50 x 20mm	
---	--

**Description:** Chair structure made of 30x30mm mild steel pipe having wall thick 1.5mm. Finished with Nitrocellulose silver paint/powder coated and 04-Nos 30x30mm rubber shoes good quality. Arms, Seat & back made of pental wood. All corners and edges of seat strip arms and back strips are chamfered and properly sanded Finished with N.C. lacquer.

### 3- Teacher Table (Lamination/Metal Structure)

<b>Size:</b> height 2.5 fit, top length 3 fit and top width 2 fit.	<b>Quantity</b>
	48

**Description:** Frame made of mild steel square pipe 30x30mm with 1.5mm wall thickness Having 4 rubber shoes 30x30mm good quality. It would be finished with N.C. silver paint.

Top (3x2 fit) made of 24mm thick high density (lasani) MDF sheet with one side Formica and other side lamination sheet, edged covered with pental/ veneer/beading, one side one drawer without lock. Drawer tray made of MDF 16mm thick fixed with imported channels and tray bottom made of 2.5mm thick MDF only one side pressed with lamination sheet. Visible edges of Pental wood finished with N.C. lacquer.

### 4- Steel Cupboard

<b>Size:</b> 36" x 18" x 72"	<b>Quantity</b>
	08

**Description:** Made of mild steel sheet of 20 Gauge with 2-Nos lockable doors (imported lock), one handle inside having 4-shelves (5 parts) with legs 4" height as per design. Complete finished with N.C.Deco Hammer silver Paint.

### 5- Laboratory Steel Glass

<b>Size:</b> 36" x 18" x 72"	<b>Quantity</b>
	06

**Description:** Made of mild steel sheet of 20 gauge with 02-Nos lockable glass panel doors (imported lock) having with one handle inside having 3-shelves stainless steel (chemical resistance) (4 parts). Outside and inside would be finished with N.C. Deco Silver Hammer paint. Plain glass 3mm thick will be fixed in doors into 4 parts.

**6- Steel Glass Bookshelf**

<b>Size:</b> 36" x 18" x 72" (Inches)	<b>Quantity</b>
	08

**Description:** Made of mild steel sheet of 20 gauge with 02-Nos lockable glass panel doors (imported lock) having with one handle inside having 3-shelves (4 parts). Outside and inside to be finished with N.C. Deco silver Hammer Paint and inside off-white paint. Plain glass 3mm thick will be fixed in doors into 4 parts.

**7- Laboratory Table (Fiber Glass Top/Metal Structure)**

<b>Size:</b> 1525 x 915 x 760mm (H) <b>Structure size:</b> 1475 x 865 x 730mm (H)	<b>Quantity</b>
	10

**Description:** Table Structure made of 38x38mm mild steel square pipe wall thick 1.2 mm, pipe. Metal structure finished with N.C. Silver Paint. Top made of high density MDF sheet pressed with 3 mm thick of layer Fiber glass (off white) on top and bottom not less than 2 mm layer of Fiber glass (off white) complete glazed. All sides will be covered with 1.5" thick pental wood strips and finished half round edges.

**8- Furniture for KG-Students (Pental wooden structure)**

<b>A- Chair size:</b> 12x12", Back height 24", seat height 12"	<b>Quantity</b>
	72

**Description:** Chair frame made of 1x2" pental wood strips with ladder back. Seat made of 24mm thick high density lasani -MDF sheet with one side Formica and other side lamination sheet, edged covered with 1" thick pental wood strip frame. Legs would be made 1.5x1.5" thicker pental wood. Dent clean spray, varnish, Polish (wood polish excellent in quality) would be used for finishing and lives saving of furniture.



<b>B- Table size:</b> Height 20", width 32" and Length 42"	<b>Quantity</b>
	12

**Description:** Frame made of 1x2" pental wood strips and legs made with 2x2" thicker pental wood. Top (3x4 fit) made of 24 mm high density (lasani) MDF sheet with one side Formica and other side lamination sheet, edged covered with 1.5" pental wood strip. Dent clean spray, varnish, Polish (excellent quality wood polish) would be used for finishing and lives saving of furniture

## **ANNEXURES**

Annexure A

### **Covering Letter**

DevCon

An Association for Rural Development

Karachi Pakistan

Dear Sir,

We are hereby submitting our Proposal in one envelope. We have attached the Bid Form, Check List, Detailed Specifications and the required supporting documents along with our Bid.

Name:

Designation and Full Address



**Check List**

(This check list must be placed at the top of the Documents)

**SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS**

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and **arrange the documents in the following order failing which the bid may be cancelled:**

<b>Enclosures of Technical Proposal</b>	<b>Attached YES/NO Page #</b>
Check List	
Covering Letter	
Copy of Income Tax Registration Certificate	
Copy of Sales Tax Registration Certificate	
Affidavit/Undertaking on the Stamp Paper	
Specifications of quoted items on the Letter Head of the Bid Form duly signed by the Bidder	
Price Schedule Form duly filled, signed and stamped by Bid Security in shape of CDR	
Tender Document duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.	
<b>Note:</b> All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.	
Total number of pages attached [other than Tender	Pages _____

**Bid Form****A) Profile of the Bidder**

<b>Sr. No #</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Company	
2	Year of Incorporation	
3	Registered Office Address	
4	Telephone Number	
5	Contact Person	
6	Name of Authorized Representative	
7	Personal Telephone Number	
8	Email Address	
9	NTN Registration Number	
10	GST Registration Number	

**B) Bid Security**

<b>Sr. No #</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Bank	
2	CDR Number and Date	

**Price Schedule**  
**Supply & Installation of Schools Furniture**

Item Name	Quantity	Unit Rate with GST	Total Amount with GST
		[Rupees]	[Rupees]

### Contract Agreement Form

THIS AGREEMENT made the [day] day of [month] [year] between DevCon -An Association for Rural Development (hereinafter called “the Project”) of the one part and [*name and address of Supplier*] (hereinafter called “the Supplier”) of the other part: WHEREAS the Project invited Tenders for certain goods and related services, viz, [*brief description of goods and related services*] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs. [*Contract Price in figures and in words*] (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

1. The following documents attached shall be deemed to form and integral part of this contract:
  - i. Tender/Bid Document
  - ii. Letter of Acceptance
  - iii. Performance Guarantee equal to 10% of contract Price in shape of CDR or Bank Guarantee.
2. The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
3. The mutual rights and obligations of the DevCon and the Supplier will be preserved in the light of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

**For Project:**

**For the Supplier:**

Signature  
Print Name  
Title

**Bank Guarantee Format for Performance Security**

Contract No:

Date:

To: DevCon -An Association for Rural Development

**PERFORMANCE GUARANTEE No:** *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[Supply & Installation of Furniture for Schools]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

*[Signatures of authorized representatives of the bank]*

Signature

Seal