



☎022-9260404

PUBLIC SCHOOL HYDERABAD

(First residential Public School of Sindh, established in 1961)

(Managed by Sukkur IBA University)



TENDER DOCUMENT FOR **PROCUREMENT OF SPORTS ITEMS**

Public School Hyderabad
(Managed by Sukkur IBA University)
Unit No: 03, Latifabad Hyderabad
Phone: 022-9260404-9260408

ISSUED TO: _____

NAME OF FIRM: _____

Tender No: Proc/2021/

Date of Issue: _____



☎ 022-9260404

PUBLIC SCHOOL HYDERABAD
(First residential Public School of Sindh, established in 1961)
(Managed by Sukkur IBA University)



TENDER FORM

FOR THE PROCUREMENT OF SPORTS UNIFORM & SPORTS ITEMS FOR STUDENTS OF PUBLIC SCHOOL HYDERABAD (MANAGED BY SUKKUR IBA UNIVERSITY)

The Principal, Public School Hyderabad, invites sealed bids from eligible bidders for the procurement of sports uniform for 1000 students and sports items for the students of Public School Hyderabad.

1. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all the items/equipment/works under this tender.

Documents/Details Required.

- 1.1 Documents should be properly signed and stamped by competent authority.
- 1.2. Structure/Organizational Chart.
- 1.3. Affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government/Private Organization.
- 1.4. The Bidder indemnify Public School Hyderabad (Managed by Sukkur IBA University) against all third-party claims of infringement of patent, trademark industrial design rights arising from use of the goods or any part thereof in Pakistan.
- 1.5. Public School Hyderabad (Managed by Sukkur IBA University) or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract specifications.
The Technical Specifications shall specify what inspections and tests Public School Hyderabad (Managed by Sukkur IBA University) requires and where they are to be conducted. Public School Hyderabad (Managed by Sukkur IBA University) shall notify the contractor, in writing, of the identity of any representatives entrusted for this purpose.
- 1.6. It is mandatory that the Bidders provide the following documents and information with respect to its relationship with Principal.

- 1.6.1. Name and contact details of Principal/Manufacturer representative who is authorized to verify Vendor's local partnership
- 1.6.2. Duration and scope of association in the current capacity with the Principal
- 1.6.3. Copy of the Principal's Certification (along with its validity period), authorizing the Vendor as local partner/representative in Pakistan to Offer/Bid Principal's equipment and services
- 1.7. The Bidder/Vendor shall provide the following information with respect to its set up in Pakistan.
 - 1.7.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.
- 1.8. The Bidder shall provide following information with respect to its Company Profile
 - 1.8.1. Registered Name of the Organization.
 - 1.8.2. National Tax Number, Sales Tax Number and GST number
 - 1.8.3. Head Office address.
 - 1.8.4. Management structure & Organization Chart
 - 1.8.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person
- 1.9. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.
- 1.10. Provide a certificate from your bank certifying your sound financial position and credit limit from the bank.
- 1.11. List of clients and their Acceptance of deliverables with performance certificate, showing separately the items provided and value thereof
- 1.12. Public School Hyderabad reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime prior to the acceptance of a bid or proposal.
- 1.13. Public School Hyderabad reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.
- 1.15 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.
- 1.16 Presence of bidder or his / her authorized representative, in invited / required meetings is encouraged to ensure transparency. However, absence shall incur no responsibility towards procuring agency. NO objection / claim be accommodated in this regard.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1. Sealed Bid clearly marked as “**ORIGINAL**” should consist of following two separate and independent parts i.e. **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

2.1.1. TECHNICAL PROPOSAL

2.1.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.1.1.2. After review of the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/presentation on their solution.

2.1.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with item specifications, capability of integration, references, after sales support etc.

2.1.1.4. Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

2.1.2. FINANCIAL PROPOSAL

2.1.2.1. Financial Proposal will include the prices quoted on per child basis.

2.1.2.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost.

2.2.2.3 the Bidder/Vendor shall furnish **separate earnest money** equivalent to **2%** of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of “**Public School Hyderabad**” valid for 28 days beyond the bid validity period.

2.2. **No Bid shall be entertained without earnest money.** Earnest money of the successful bidder will be released at the time of submission of Five percent (5%) Performance Guarantee of the total contract value.

2.3. Bid security is required to compensate Public School Hyderabad against the consequences of:

2.3.1. Subsequent unauthorized variations and/or modifications of the terms of bid.

- 2.3.2. Pre-mature withdrawal of the bid before the completion of the bid evaluation
- 2.3.3. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.
- 2.4. Successful bidder is required to deposit **Ten percent 10%** of total contract value as **Performance Guarantee** in the form of **Bank Draft** issued by a scheduled bank of Pakistan in favor of “**Public School Hyderabad**” at the time of signing of contract agreement. Validity of performance Guarantee shall extend at least ninety days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the PA.
- 2.5. Proposals sent to Public School Hyderabad by fax or email/whatsapp or in any form of soft copy will not be accepted.
- 2.6. An effort by a Bidder to influence Public School Hyderabad, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder’s Proposal and blacklisting for any future tender of Public School Hyderabad.
- 2.7. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees**, and must clearly state all applicable taxes which must be included in quoted price.
- 2.8. Bids should be valid for 90 days from the date of opening of tender.

3. SELECTION PROCEDURE

Public School Hyderabad (Managed by Sukkur IBA University) intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of specifications and other factors. The Vendor’s past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

All Vendors will provide demo (proof of concept) to verify the claims in the Technical Specifications of the Brochures. This would also determine the quality and specifications of the equipment.

Bids will be evaluated as per evaluation criteria mentioned below.

EVALUATION CRITERIA

Technical Evaluation Criteria

S. No	Evaluation of Criteria	Max Score	Achieved Score	Remarks
1	Registration of firm in Statutory bodies like SECP, Chamber of Commerce, SRB, FBR etc	20		
2	Relevant Business	10		
3	Company Profile	10		
4	Past Client/customer performance certificate	05		
5	Annual Turnover of Business	05		
Total		50		

Note: Please attach documentary evidence in support of your claims in technical proposal.

Note: Minimum score to technically qualify is 35 out of 50.

4. DELIVERY/INSTALLATION AND EXTENSION IN DELIVERY PERIOD

4.1 Delivery Conditions.

- 4.1.1 Contractor shall be bound to deliver items according to supply order in the institute at his own expenses and risk.
- 4.1.2 Uniform items shall be delivered in single (per student) packets tagged with student name.
- 4.1.3 Completed supply according to supply order shall be delivered and partial / incomplete supply shall not have accepted / considered.
- 4.1.4 Contractor shall inform the Principal, Public School Hyderabad about supply date at least two days prior to delivery to ensure presence of relevant staff.
- 4.1.5 No by mail / courier delivery or after office hours delivery shall be accepted. Contractor or his authorized representative shall deliver uniform items in person in the Public School Hyderabad and shall be entitled to get receiving of delivered items after proper verification of quantity.
- 4.1.6 If it is found during physical verification of delivered uniform items that they are not according to the specifications of quality, contractor shall be bound to replace all such items at his own expense and risk under the same delivery period. No extension in delivery time for this purpose.

4.2 Extension in delivery period

- 4.2.1 After expiry of delivery period, extension can be granted by the procuring agency on the written request of the contractor provided satisfactory grounds for extension are available. In such case maximum of 07 days (Seven days) extension can be granted with 2% late delivery charges.

- 4.2.2 If supplier / contractor fails to supply complete uniform items within the extended period of 07 days granted to him by the procuring agency and in his written request he satisfies the Principal, Public School Hyderabad about any extra-ordinary reason /circumstances for his delay Principal, Public School Hyderabad can grant further extension of 07 days with 3% late delivery charges.
- 4.2.3 There shall be no further extension in delivery period after the lapse 45 days from the date of issuance of supply order.
- 4.2.4 After lapse of 45-days, no delivery shall be accepted and supplier / contractor /firm shall be penalized accordingly.

5. WARRANTY

Following Warranty clauses are applicable:

The successful Bidders shall warrant all the items and its components to be free from any sort of defects in material and workmanship. The bidder/vendor is bound to rectify the defect found or replace the item on its own risk and cost.

6. SERVICES

6.1. Public School Hyderabad shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost, specifications, and/or other Contract commitments

7. TERMS OF PAYMENT

Payment shall be made in the following manner:

Within 30 days after satisfactory delivery/installation, and receipt of invoice etc.

8. OTHER TERMS AND CONDITIONS

Public School Hyderabad reserves the right to increase or decrease the Quantities at the time of order placement or purchase.

8.1 Contractor must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/bidding by multiple names/companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed.

8.2 Contractor is not subject to a conflict of interest in respect of any school staff.

TECHNICAL SPECIFICATIONS & QUANTITY

The set of uniform including uniform items as listed below for 800 boys and 200 girls.

Sr. No.	Name of Items with Specification	Qty per student	Company/ Brand/Quality
1	Track Suit (Upper+Lower) with school monogram on front and print on back	01	
2	T-Shirts	01	
3	Trouser	01	
4	Trouser (3 quarter for boys) (full length for girls)	01	
5	Joggers (Sports shoes)	01	
6	Socks	02	
	Total Amount per student		

The material should be from the reputed /Nationally recognized company and should be of the National Standard.

S. No	Items	Qty	Company/ Brand/Quality
1	Bat (H.B)	10	
2	Helmet	10	
3	Batting Pads	10	
4	Stumps (Wk)	5 pairs	
5	Thigh Guard	4	
6	Batting Gloves	12	
7	W.K Gloves	4 pairs	
8	W.K Pads	4 pairs	
9	Score Book	3	
10	Caps	50	
11	Elbow Guard	4	
12	H.Balls	24	
13	Kit Bag	6	
14	Tennis Bat	20	
15	Tennis balls	400	
16	Tape	30 packets	
17	Colour Kit	36	
18	White Kit	24	
19	Equipment Bag	4	
20	Shirts	200	
21	Stump Plastic	5	
22	Football	8	
23	Shin Guard	16	
24	Socks	16	
25	Beeps	100	
26	Whistle	10	
27	Shirts Active Cometee	24	
28	Shorts	32	
29	Basket Ball (Molten)	10	
30	Basket Ball Small	4	

S. No	Items	Qty	Company/ Brand/Quality
31	Basket Ball Net	4 pairs	
32	Basket Ball Post	1 pairs	
33	Score Board	2	
34	Hand Ball	4	
35	Net Ball	5	
36	Net Ball Kits	21	
37	Net Ball Post	1 pairs	
38	Badminton (Rackets)	10 pairs	
39	Shuttle Plastics	10 box	
40	Shuttle Feather	10 box	
41	Badminton Net	4	
42	T.T Rackets	10	
43	T.T Net With Stains	4	
44	Weight Machine Electronic	1	
45	Javelin Throw	2	
46	Discuss Throw	2	
47	Weight Plate	1 set	
48	Locks	10	
49	Medals	1000	
50	Shields	500	
51	Official Shields	100	
52	Medals Tray	9	
53	Head Guard (Karate)	10	
54	Chest Guard (Karate)	10	
55	Gloves (Karate)	10	
56	Shin Guard (Karate)	4 pairs	
57	Kick Pads (Karate)	4	
58	Guards (Karate)	4	
59	Arm Guard (Karate)	4	
60	Gum Shield (Karate)	4	
61	Karate Kits	20	
62	Hokey Goal Keeper Kits	4	
63	Tchoukball Frame	4 pairs	
64	Futsal Balls	10	
65	Dodgeball	40	
66	Tug Of War	3	
67	Table Tennis Table	10	
68	Chess	10	
69	Measurement Tap	3	
70	1St Aid Box	10	
71	Hula Hoops Rings	64	
72	Officials Track Suits	10	
73	Official Shoes	10 pairs	
74	Cotton Rope	10	
75	Nails	100	
76	Cons	100	
77	Markers	100	
78	Air Pump	3	
79	Throwball	10	

S. No	Items	Qty	Company/ Brand/Quality
80	Volley Ball	10	
81	Shirts Sandos	50	
82	Skipping Rope	12	
83	Volley Ball Small	10	
84	Hurdals Smalls	24	
85	Colour Flags With Sticks	100	
86	Trophies Sets	12 pairs	
87	Gymnastics Metris	6	
88	Pomp Pomp	400	
89	Ringball	4	
90	Stop Watch	10	
91	Badminton Rackets Grips	50	
92	Tennis Bat Grip	10 pairs	
93	T.T Balls	48	
94	Volleyball Pole	4	

Important Note:

- Public School Hyderabad reserves the right to increase or decrease the Quantities at the time of order placement or purchase.
- The Vendor will supply any other item related to sports as per market rates/agreed by both parties.
- **Sample Sealed Packet.**
 - a. Complete set of uniform item samples should also be submitted separately in a sealed firm name marked packet. Each uniform items inside should be stamped and signed by the bidder.
 - b. This sample shall be evaluated by the committee and if the bidder is declared successful for award of tender. Bidder shall be bound to provide same complete set of sample for Public School Hyderabad.

9. CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contacts given below in writing or via email.

Mr. Muhammad Abbas Khawaja
 Bursar, Public School Hyderabad
 Mobile: 0300-3023127
 Office: 022-9260404 022-9260408

AFFIDAVIT

1. I / We hereby confirm to have read carefully the description of all items and condition of your tender and also all Special Instructions attached to the said tender enquiry. We agree to abide by all those instruction / conditions unconditionally.
2. I / We also hereby categorically confirm that quality of uniform items to be provided shall be equal or better than the approved sample(s) of the procurement committee and shall be according to the laid down instructions / conditions in the tender form.
3. I / We accept that if the required bid security is not furnished or offered and is found lacking in any respect of your tender enquiry, our offer may be rejected and not be considered at all.
4. I / We hereby confirm to adhere to the delivery procedure and period along with other requirements mentioned in the tender enquiry which would be the essence of the contract and in case of noncompliance by me / us, I / we agree un-conditionally to accept the recovery of belated damages on the supply at rate mentioned in the tender form.
5. It is certified that rates quoted in financial bid are valid up to 30.06.2022 from the date of opening of tender.
6. It is certified that our firm has not been blacklisted / debarred by any Government / Public or Private agency for participation in the procurement / tender process.
7. It is also certified that prices quoted in the financial proposal are inclusive of all taxes and I / we shall abide by all tax deductions at source as per prevailing tax rules.
8. I/We are not engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/bidding by multiple names/companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed.
9. I/We are not subject to a conflict of interest in respect of any school staff.

Name of Firm _____

Signature of Owner _____

Designation _____

Stamp of Firm _____

Witness Name 1: _____ Witness Name 2: _____

CNIC#: _____ CNIC#: _____

Signature: _____ Signature: _____

Full Address: _____ Full Address: _____

Dated: _____ Dated: _____

CONTRACT FOR SUPPLY OF UNIFORM ITEMS TO PUBLIC SCHOOL HYDERABAD

1. I _____ S/O _____ CNIC No. _____
Contractor hereby confirm and acknowledge that I submitted tender for the supply of uniform items to students of Public School Hyderabad. Submitted rates were approved by Procurement committee. Following rates per child including all taxes were approved.

	Name of Items with Specification	Qty per student	Company/ Brand/Quality
1	Track Suit (Upper+Lower) with school monogram on front and print on back	01	
2	T-Shirts	01	
3	Trouser	01	
4	Trouser (3 quarter for boys) (full length for girls)	01	
5	Joggers (Sports shoes)	01	
6	Socks	02	
	Total Amount per student		

Required Sports Articles List

S. No	Items	Qty	Company/ Brand/Quality
1	Bat (H.B)	10	
2	Helmet	10	
3	Batting Pads	10	
4	Stumps (Wk)	5 pairs	
5	Thigh Guard	4	
6	Batting Gloves	12	
7	W.K Gloves	4 pairs	
8	W.K Pads	4 pairs	
9	Score Book	3	
10	Caps	50	
11	Elbow Guard	4	
12	H.Balls	24	
13	Kit Bag	6	
14	Tennis Bat	20	
15	Tennis balls	400	
16	Tape	30 packets	
17	Colour Kit	36	
18	White Kit	24	
19	Equipment Bag	4	
20	Shirts	200	
21	Stump Plastic	5	
22	Football	8	

S. No	Items	Qty	Company/ Brand/Quality
23	Shin Guard	16	
24	Socks	16	
25	Beeps	100	
26	Whistle	10	
27	Shirts Active Cometee	24	
28	Shorts	32	
29	Basket Ball (Molten)	10	
30	Basket Ball Small	4	
31	Basket Ball Net	4 pairs	
32	Basket Ball Post	1 pairs	
33	Score Board	2	
34	Hand Ball	4	
35	Net Ball	5	
36	Net Ball Kits	21	
37	Net Ball Post	1 pairs	
38	Badminton (Rackets)	10 pairs	
39	Shuttle Plastics	10 box	
40	Shuttle Feather	10 box	
41	Badminton Net	4	
42	T.T Rackets	10	
43	T.T Net With Stains	4	
44	Weight Machine Electronic	1	
45	Javelin Throw	2	
46	Discuss Throw	2	
47	Wieght Plate	1 set	
48	Locks	10	
49	Medals	1000	
50	Shields	500	
51	Official Shields	100	
52	Medals Tray	9	
53	Head Guard (Karate)	10	
54	Chest Guard (Karate)	10	
55	Gloves (Karate)	10	
56	Shin Guard (Karate)	4 pairs	
57	Kick Pads (Karate)	4	
58	Guards (Karate)	4	
59	Arm Guard (Karate)	4	
60	Gum Sheild (Karate)	4	
61	Karate Kits	20	
62	Hokey Goal Keeper Kits	4	
63	Tchoukball Frame	4 pairs	
64	Futsal Balls	10	
65	Dodgeball	40	
66	Tug Of War	3	
67	Table Tennis Table	10	
68	Chess	10	
69	Measurement Tap	3	
70	1St Aid Box	10	
71	Hula Hoops Rings	64	

S. No	Items	Qty	Company/ Brand/Quality
72	Officials Track Suits	10	
73	Official Shoes	10 pairs	
74	Cotton Rope	10	
75	Nails	100	
76	Cons	100	
77	Markers	100	
78	Air Pump	3	
79	Throwball	10	
80	Volley Ball	10	
81	Shirts Sandos	50	
82	Skipping Rope	12	
83	Volley Ball Small	10	
84	Hurdals Smalls	24	
85	Colour Flags With Sticks	100	
86	Trophies Sets	12 pairs	
87	Gymnastics Metris	6	
88	Pomp Pomp	400	
89	Ringball	4	
90	Stop Watch	10	
91	Badminton Rackets Grips	50	
92	Tennis Bat Grip	10 pairs	
93	T.T Balls	48	
94	Volleyball Pole	4	

2. I hereby undertake that I agree to all the terms and conditions laid down in the tender form and I shall abide by all of them.
3. Above mentioned rates shall remain valid for both winter and summer uniform supplies till 30-06-2022.
4. I shall be bound to complete delivery within the prescribed time according to the supply order.
5. I shall supply items on my expense and risk in the Public School Hyderabad.
6. I shall supply items according to the submitted / approved sample and procuring agency shall have the right to reject substandard items and I shall be bound to replace all such items on my own expenses.
7. I acknowledge that procuring agency shall have the right to deduct all applicable taxes at source.
8. I shall claim payment after 100% delivery and clearance of Technical inspection.
9. I hereby undertake that I have submitted this bid unconditionally and without any pressure and I shall be bound to complete the delivery under prescribed time. In case of failure, procuring agency shall have the right to penalize me according to the terms mentioned in

tender form. I shall have no objection.

10. I hereby undertake that in case of any confusion in interpretation of rules, procedures, terms of conditions and / or conflict, decision of the Principal, Public School Hyderabad shall be final and I shall be bound to accept his decision.

Name of Firm _____

Signature of Owner _____

Stamp of Firm _____

Witness Name: _____ Signature: _____

Full Address: _____

Dated: _____

Integrity Pact

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

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date____between:

M/s_____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

PUBLIC SCHOOL HYDERABAD (CLIENT) having its head office at Latifabad Unit No.3 Hyderabad (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

***AND WHEREAS** the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.*

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from_____and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Public School Hyderabad, any Local, Provincial or Federal Government Agency, Department or Authority.

6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.

8. Dispute Resolution

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Hyderabad, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
 - b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Hyderabad, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.

13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
15. The Vendor indemnify Public School Hyderabad against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
16. Public School Hyderabad or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Public School Hyderabad requires and where they are to be conducted. Public School Hyderabad shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
18. An effort by a Vendor to influence Public School Hyderabad, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Public School Hyderabad.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.

20. SERVICE REQUIREMENTS

Following are the minimum requirements which the vendor/vendor for the equipment:

21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

22. DELIVERY & INSTALLATION

23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
24. Delivery period will be as communicated through emails to the vendor by client.

25. WARRANTY, MAINTENANCE AND ASSURANCE

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. SERVICES

Public School Hyderabad shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

28. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.

Public School Hyderabad may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

29. FORCE MAJEURE

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

30 TERMS OF PAYMENT

Payment of contract price shall be made in the following manner. Payment will be made as agreed.

31. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

32. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

33. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Hyderabad on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor:

CNIC: _____

Address: _____

Client: For and on behalf of Public School Hyderabad

Witness:

Signature _____

Name: _____

CNIC #: _____

Address: _____

Signature _____

Name: _____

CNIC #: _____

Address: _____

FINANCIAL PROPOSAL
FOR THE PROCUREMENT OF UNIFORM ITEMS FOR THE STUDENTS OF
PUBLIC SCHOOL HYDERABAD

1. All uniform items are to be supplied according to the laid down conditions, instructions and procedures given in the tender form.
2. Rates including all taxes.

	Name of Items with Specification	Qty per student	Unit	Rate
1	Track Suit (Upper+Lower) with school monogram on front and print on back	01		
2	T-Shirts	02		
3	Trouser	01		
4	Trouser (3 quarter for boys) (full length for girls)	01		
5	Joggers (Sports shoes)	01		
6	Socks	02		
	Total Amount per student			

Required Sports Articles List				
S. No	Items	Qty	Unit	Rate
1	Bat (H.B)	10		
2	Helmet	10		
3	Batting Pads	10		
4	Stumps (Wk)	5 pairs		
5	Thigh Guard	4		
6	Batting Gloves	12		
7	W.K Gloves	4 pairs		
8	W.K Pads	4 pairs		
9	Score Book	3		
10	Caps	50		
11	Elbow Guard	4		
12	H.Balls	24		
13	Kit Bag	6		
14	Tennis Bat	20		
15	Tennis balls	400		
16	Tape	30 packets		
17	Colour Kit	36		
18	White Kit	24		
19	Equipment Bag	4		
20	Shirts	200		
21	Stump Plastic	5		
22	Football	8		
23	Shin Guard	16		

S. No	Items	Qty	Unit	Rate
24	Socks	16		
25	Beeps	100		
26	Whistle	10		
27	Shirts Active Cometee	24		
28	Shorts	32		
29	Basket Ball (Molten)	10		
30	Basket Ball Small	4		
31	Basket Ball Net	4 pairs		
32	Basket Ball Post	1 pairs		
33	Score Board	2		
34	Hand Ball	4		
35	Net Ball	5		
36	Net Ball Kits	21		
37	Net Ball Post	1 pairs		
38	Badminton (Rackets)	10 pairs		
39	Shuttle Plastics	10 box		
40	Shuttle Feather	10 box		
41	Badminton Net	4		
42	T.T Rackets	10		
43	T.T Net With Stains	4		
44	Weight Machine Electronic	1		
45	Javelin Throw	2		
46	Discuss Throw	2		
47	Weight Plate	1 set		
48	Locks	10		
49	Medals	1000		
50	Shields	500		
51	Official Shields	100		
52	Medals Tray	9		
53	Head Guard (Karate)	10		
54	Chest Guard (Karate)	10		
55	Gloves (Karate)	10		
56	Shin Guard (Karate)	4 pairs		
57	Kick Pads (Karate)	4		
58	Guards (Karate)	4		
59	Arm Guard (Karate)	4		
60	Gum Sheild (Karate)	4		
61	Karate Kits	20		
62	Hokey Goal Keeper Kits	4		
63	Tchoukball Frame	4 pairs		
64	Futsal Balls	10		
65	Dodgeball	40		
66	Tug Of War	3		
67	Table Tennis Table	10		
68	Chess	10		

S. No	Items	Qty	Unit	Rate
69	Measurement Tap	3		
70	1St Aid Box	10		
71	Hula Hoops Rings	64		
72	Officials Track Suits	10		
73	Official Shoes	10 pairs		
74	Cotton Rope	10		
75	Nails	100		
76	Cons	100		
77	Markers	100		
78	Air Pump	3		
79	Throwball	10		
80	Volley Ball	10		
81	Shirts Sandos	50		
82	Skipping Rope	12		
83	Volley Ball Small	10		
84	Hurdals Smalls	24		
85	Colour Flags With Sticks	100		
86	Trophies Sets	12 pairs		
87	Gymnastics Metris	6		
88	Pomp Pomp	400		
89	Ringball	4		
90	Stop Watch	10		
91	Badminton Rackets Grips	50		
92	Tennis Bat Grip	10 pairs		
93	T.T Balls	48		
94	Volleyball Pole	4		

Name of Firm _____

Signature of Owner _____

Stamp of Firm _____