



# GOVERNMENT OF SINDH SINDH TEXTBOOK BOARD

## ADDENDUM

### **PRINTING, BINDING AND SUPPLY OF TEXTBOOKS**

**Reference:** Notice Inviting Tenders (NIT) published in International and national/ regional newspapers Khaleej Times; National Courier, Amroze; Aainoo; Imkaan; and Sudharo dated 8<sup>th</sup> and 1<sup>st</sup> September, 2017 respectively, as well as hoisted on SPPRA's website at Sr. # 34338

The Sindh Textbook Board (STB) has made additions and modifications under technical evaluation criteria; packaging (schedule of requirement); outbound supply chain/ delivery management; and technical specification etc. of bid documents issued for printing, binding and supply of textbooks as per Rule-21(2) of SPP Rules, 2010 (Amended 2017).

The prospective bidders can obtain copy of addendum (revised bid documents) from the office of the STB or can also download the same from the websites of Sindh Public Procurement Regulatory Authority ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) and School Education & Literacy Department ([www.schooleducation.gov.pk](http://www.schooleducation.gov.pk)) with effect from 26<sup>th</sup> September, 2017 to 12<sup>th</sup> October, 2017. Firms that have already obtained/ purchased bid documents from SELD or STB against payment of tender fees can obtain or download copy of addendum free of cost.

The prospective firms are further informed that bid documents can be submitted up to 12<sup>th</sup> October, 2017 till 4 p.m. Sealed envelopes will be opened on the same date @ 4.15 p.m. Venue for submission/ opening of bids and other terms conditions, referred as above, shall remain unchanged.

**SECRETARY**

**SINDH TEXTBOOK BOARD**

**CAMP Office, Opposite DJ Science College, Karachi – Pakistan.**

**Tel. # 92 22 9213417 – 8**

# Sindh Textbook Board

Bidding Documents

For

International Competitive Bidding  
Pakistan

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## **Printing, Binding, and Supply of Textbooks**

**For Public Sector Schools under School Education & Literacy Department  
Government of Sindh**

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### PART ONE (FIXED)

- *Instructions to Bidders (ITB)*
- *General Conditions of Contract (GCC)*

## **Preface**

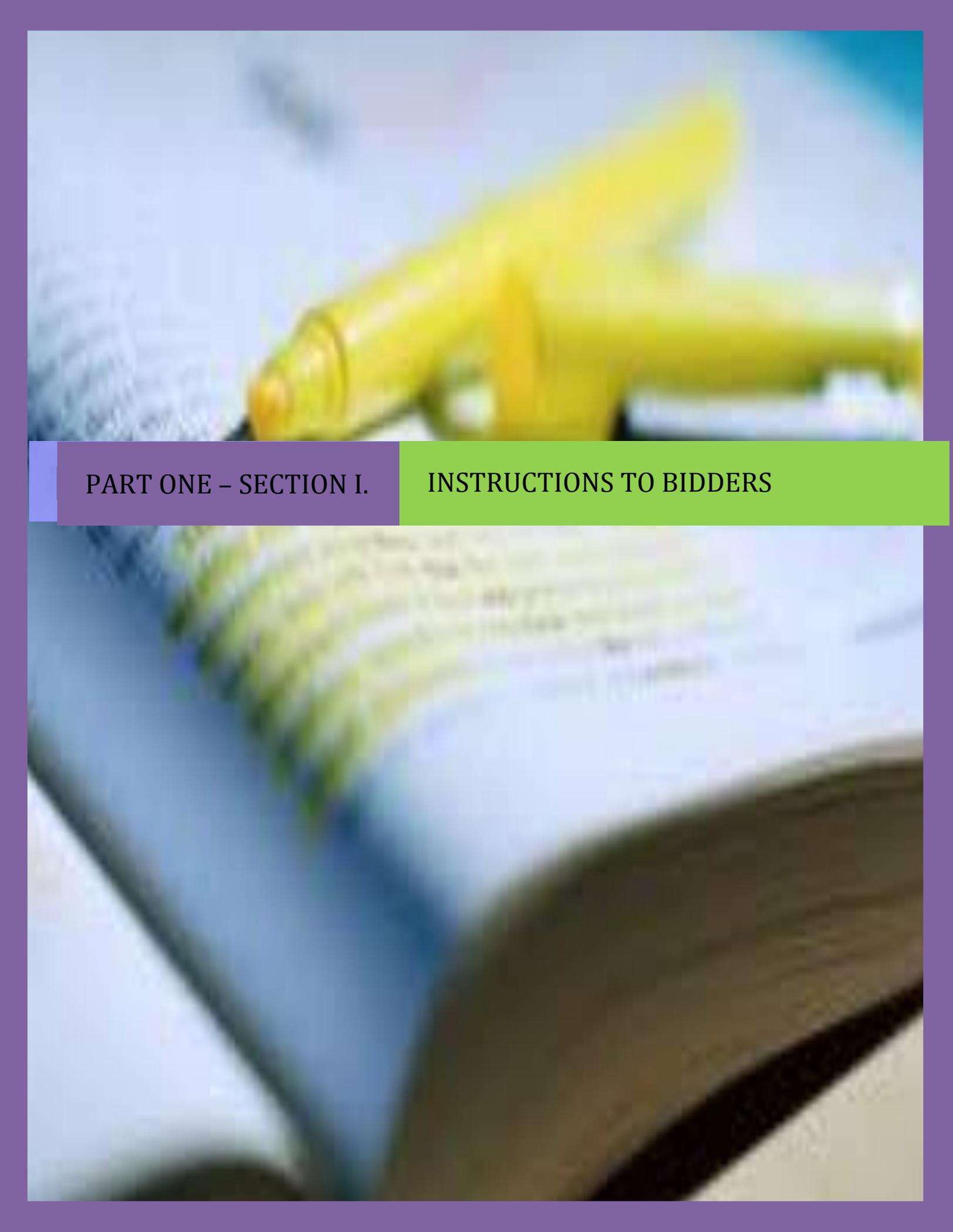
These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through Competitive Bidding (CB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

## Table of Contents – Part One

<b>PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS</b>	<b>2</b>
TABLE OF CONTENTS	5
<b>PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT</b>	<b>24</b>
TABLE OF CLAUSES	

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PART ONE - SECTION I.

INSTRUCTIONS TO BIDDERS

## Table of Contents – Part One

<b>A.</b>	<b>Introduction</b>	<b>6</b>
1.	Source of Funds	6
2.	Eligible Bidders	6
3.	Eligible Goods and Services	7
4.	Cost of Bidding	7
<b>B.</b>	<b>The Bidding Documents</b>	<b>7</b>
5.	Content of Bidding Documents	7
6.	Clarification of Bidding Documents	8
7.	Amendment of Bidding Documents	8
<b>C.</b>	<b>Preparation of Bids</b>	<b>8</b>
8.	Language of Bid	8
9.	Documents Comprising the Bid	8
10.	Bid Form	9
11.	Bid Prices	9
12.	Bid Currencies	10
13.	Documents Establishing Bidder's Eligibility and Qualification	10
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding documents	10
15.	Bid Security	11
16.	Period of Validity of Bids	12
17.	Format and Signing of Bid	13
<b>D.</b>	<b>Submission of Bids</b>	<b>13</b>
18.	Sealing and Marking of Bid	13
19.	Deadline for Submission of Bids	14
20.	Late Bids	14
21.	Modification and Withdrawal of Bids	14
<b>E.</b>	<b>Opening and Evaluation of Bids</b>	<b>15</b>
22.	Opening of Bids by the Procuring Agency	15
23.	Clarification of Bids	15
24.	Preliminary Examination	15
25.	Evaluation and Comparison of Bids	16
26.	Contracting the Procuring Agency	19
<b>F.</b>	<b>Award of Contract</b>	<b>19</b>
27.	Post-Qualification	19
28.	Award Criteria	20
29.	Procuring Agency's Right to Vary Quantities at Time of Award	20
30.	Procuring Agency's Right to Accept any Bid and Reject Any or All Bids	20
31.	Notification of Award	20
32.	Corrupt or Fraudulent Practices	21
33.	Signing of Contract	21
34.	Performance Security	21

## Instructions to Bidders

### A. Introduction

#### 1. Source of Funds

- 1.1 The Procuring agency has received/ applied for loan/grant/ federal/ provincial/ local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project/ schemes specified in the bidding data and it is intended that part of the proceeds of this loan/ grant/ funds will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

#### 2. Eligible Bidders

2. 1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP 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 Bidders 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 origin in eligible source countries, defined in the SPP Rules, 2010 and its Bidding Documents, and all expenditures made under the 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, a 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, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content 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 Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information 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 An 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 an 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 into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## **C. 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 interpretation 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:

- (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 qualified 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; and
- (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 country of origin, quantity, and prices.

**11. Bid Prices**

11.1 The Bidder shall indicate on 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 delivered 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 on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive 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 otherwise specified in the Bid Data Sheet.

**13. Documents Establishing Bidder's Qualification and Eligibility**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

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 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:

(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; and

(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 proposes to supply under the contract.

- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 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 sources and current prices of goods, 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; and
  - (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 substitutions ensure 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 bid security shall be in Pak. Rupees and shall be in one of the following forms:

(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 acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or

(b) irrevocable cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' 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:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

or

(ii) to furnish performance security in accordance with ITB Clause 33.

## **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. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

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 thereto 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 in 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 for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 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 furnish information 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 is awarded the contract.

## **D. Submission of Bids**

### **18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the 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
- 18.3 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 specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.5 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 no 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 deadline 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 provisions of ITB Clause 18. by a signed confirmation copy, postmarked not 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 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 at 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 of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **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 the 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 price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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 conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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 costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;

- (d) the cost of components, mandatory goods, and service;
- (e) the performance and productivity of the goods offered; and/or
- (f) 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 costs 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 for 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) within 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 nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.  
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 the

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 schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

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) *Performance and productivity of the equipment.*

- (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.

or

- (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 of 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.

- (e) *Specific additional criteria indicated in the Bid Data Sheet and/ or in the Technical Specification*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

## **26. Contracting 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 decisions on 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 determine to 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 into 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 award 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 evaluated bid to make a similar determination of that 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**

29.1 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 specified in the Schedule of Requirements without any change in 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 annul 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 The 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. Corrupt or Fraudulent Practices**

32.1 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 thereunder:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it 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 ineligible, 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 or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 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.

### **33. Signing of Contract**

33.1 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.

**34. Performance  
Security**

33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

34.1 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, or in another form acceptable to the Procuring agency.

34.2 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 the next lowest evaluated Bidder or call for new bids.

PART ONE – SECTION II.

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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Proceed

## Table of Clauses

1.	Definitions	25
2.	Application	25
3.	Country of Origin	26
4.	The Goods Supplied	26
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank	26
6.	Patent Rights	27
7.	Performance Security	27
8.	Inspection and Tests	27
9.	Packaging	28
10.	Delivery and Documents	29
11.	Insurance	29
12.	Transportation	29
13.	Incidental Services	29
14.	Warranty	30
15.	Payment	30
16.	Prices	31
17.	Change Orders	31
18.	Contract Amendment	31
19.	Assignment	31
20.	Subcontracts	31
21.	Delays in the Supplier's Performance	32
22.	Liquidated Damages	32
23.	Termination for Default	32
24.	Force Majeure	33
25.	Termination for Insolvency	34
26.	Termination for Convenience	34
27.	Resolution of Disputes	35
28.	Governing Language	35
29.	Application Law	35
30.	Notices	35
31.	Taxes and Duties	35

## Instructions to Bidders

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) “The Goods” means all of the Textbooks which the Supplier is required to supply to the Procuring agency under the Contract.
  - (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.
  - (e) “GCC” mean the General Conditions of Contract contained in this section.
  - (f) “SCC” means the Special Conditions of Contract.
  - (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
  - (h) “The Procuring agency’s country” is the country named in SCC.
  - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
  - (j) “The Project Site,” where applicable, means the place or places named in SCC.
  - (k) “Day” means calendar day.

### 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**

3.2 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.

3.3 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4 The origin of Goods and Services is distinct from the nationality of the Supplier.

**4. The Goods Supplied**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 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.

5.2 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.

5.3 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.

5.4 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.

## **6. Patent Rights**

6.1 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.

## **7. Performance Security**

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 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.

7.3 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:

(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 acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspection and Tests**

8.1 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 what inspections and tests the Procuring agency requires and where they

are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 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 the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 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.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packaging**

- 9.1 The Supplier shall provide such packing of the Goods as 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.
- 9.2 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.

## **10. Delivery and Documents**

10.1 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.

10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

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 sellers' responsibility.

## **12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a 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.

## **13. Incidental Services**

13.1 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 start-up 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

13.2 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.

#### **14. Warranty**

- 14.1 The Supplier warrants that the Goods supplied under the Contract are new and as required by the procuring agency's specification and free from any error or omission and in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof 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, whichever period concludes earlier, unless specified otherwise in SCC.
- 14.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 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.
- 14.5 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 as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

#### **15. Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 15.2 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.
- 15.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 15.4 The currency of payment is Pak. Rupees.

- 16. Prices**
- 16.1 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 request for bid validity extension, as the case may be.
- 17. Change Orders**
- 17.1 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:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically 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.
- 17.2 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 by 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.
- 18. Contract Amendments**
- 18.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 19. Assignment**
- 19.1 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.
- 20. Subcontracts**
- 20.2 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 relieve the Supplier from any liability or obligation under the Contract.
- 20.3 Subcontracts must comply with the provisions of GCC Clause 3.

**21. Delays in the Supplier's Performance**

21.1 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.

21.2 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 of 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.

21.3 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.

**22. Liquidated Damages**

22.1 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.

**23. Termination for Default**

23.1 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:

23.2 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:

- (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 in executing the Contract.

For the purpose of this clause:

“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.

“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.

23.3 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.

## **24. Force Majeure**

24.1 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 if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 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.

24.3 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.

#### **25. Termination for Insolvency**

25.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

#### **26. Termination for Convenience**

26.1 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.

26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**27. Resolution of Disputes**

27.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 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. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**28. Governing Language**

28.1 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.

**29. Applicable Law**

29.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

**30. Notices**

30.1 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.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**31. Taxes and Duties**

31.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

**32. Joint Venture, Consortium or Association**

32.1 If the supplier is a Joint Venture (JV), Consortium or Association of the Parties / Persons, (AQP)/Group shall be jointly and severally liable to the Purchaser for the fulfillment of the Provisions of the authority to bind the joint venture, consortium, group or association of persons. The composition or the constitution of the joint venture, consortium, or association/group shall not be altered without the prior consent of the Purchaser.

32.2 Deduction of income Tax at source or other levies in case of JV/consortium/AOP/Group legally not formed would be

in the name of lead bidder. However, in case of legally formed JV/Consortium, deduction of the income Tax would be in name of all members in the proportion as mentioned in their JV proforma.

### **Notes on the Instructions to Bidders**

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

**Part One Section I contain provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to the each procurement.**

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

### **Notes on the General Conditions of Contract**

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.



# Sindh Textbook Board

Bidding Documents

For

International Competitive Bidding  
Pakistan

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**Printing, Binding, and Supply of Textbooks**  
For Public Sector Schools under School Education & Literacy Department  
Government of Sindh

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PART TWO (PROCUREMENT  
SPECIFIC PROVISION)

- *Invitation for Bids (IFB)*
- *Bid Data Sheet (BDS)*
- *Special Conditions of Contract (SCC)*
- *Schedule of Requirements*
- *Technical Specifications*

## Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through International Competitive Bidding (ICB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific for each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- (a) Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each type of procurement.
- (f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

## Table of Contents – Part Two

<b>Section I</b>	<b>Invitation for Bids</b>	<b>3</b>
<b>Section II</b>	<b>Bid Data Sheet</b>	<b>6</b>
	Technical Evaluation Criteria	8
<b>Section III</b>	<b>Special Conditions of Contract</b>	<b>11</b>
	Table of Clauses	12
<b>Section IV</b>	<b>Schedule of Requirements</b>	<b>18</b>
<b>Section V</b>	<b>Technical Specifications</b>	<b>28</b>
<b>Section VI</b>	<b>Sample Forms</b>	<b>31</b>
	Sample Forms	
	i. Bid Form and Price Schedules	32
	ii. Bid Security Form	35
	iii. Contract Form	36
	iv. Performance Security Form	37
	v. Bank Guarantee for Advanced Payment	38
	vi. Manufacturer's Authorization Form	39
	vii. Joint Venture/Consortium/Group Information sheet	40
	viii. Goods Receipt Detailed Report	42



## PART TWO – SECTION I

## INVITATION FOR BIDS



### Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen days for NCB and thirty days (30) ICB for bid preparation and submission;

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) and that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

## Invitation for Bids

Date: 12<sup>th</sup> October, 2017

IFB No: STBB/ICB/2017-18

### Introduction

The Sindh Textbook Board (STBB) was established through the Sindh Textbook Board Ordinance No. XII of 1970. The core objectives of STBB is to develop textbooks in accordance with the curriculum outlines designed by the Bureau of Curriculum & Extension Wing and to print and supply textbooks in all subjects for Class I to X FREE OF COST to the students studying in public sector schools under Government of Sindh. The objectives of textbooks printing and supply in each specific public sector school in Sindh, at the beginning of academic year, are achieved through hiring services of the most suitable printing and publishing firm(s), which are selected in a transparent manner and in accordance with the procedure prescribed under Sindh Public Procurement (SPP) Rules, 2010 (Amended 2017).

In this view, STBB solicits sealed bids from prospective National and International Firms or Consortium/ Joint Ventures, fulfilling the eligibility criteria laid down below, for printing, binding, and supply of Textbooks for Class I to X for academic session 2018-19 as per specification and outbound logistics plan for textbooks delivery available in bidding documents.

### Eligibility Criteria

- I. Valid registration with relevant tax authorities of Islamic Republic of Pakistan (In case of foreign firms, bidding alone or as leading firm in the Joint Venture or Consortium, they will be given appropriate time to get themselves registered with relevant tax authorities after issuance of letter of intent; however, at the time of bid documents submission, they must provide relevant documents showing their valid registration with tax authorities of their own country of origin);
- II. Audited annual financial statements of last three years;
- III. Minimum four years' experience in relevant field of printing and publication;
- IV. Minimum average annual financial turnover of PKR 100 million in last three years;
- V. List of current litigations with the clients and nature of such litigations (if any);
- VI. Affidavit that the firm is not blacklisted by any public or private organization; and
- VII. Photocopy of bid security pay order (without showing amount on cheque) along with Technical Proposal;

Prospective firms must provide valid evidences against each above criteria. The STBB reserves rights to cross-verify any document(s) and conduct manufacturing site visit, if deemed necessary, in order to ensure reliability of information and capability of service provider. Documents received without concrete evidence(s) will be marked as disqualified during preliminary evaluation of proposals.

## How to Apply

Bidding documents containing following information can be accessed and downloaded from the websites of SPPRA ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) or STBB ([www.stbb.edu.pk](http://www.stbb.edu.pk)) or SELD ([www.sindheducation.gov.pk](http://www.sindheducation.gov.pk)).

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| I. Notice Inviting Tenders;        | II. General Conditions of Contract; |
| III. Bid Data Sheet;               | IV. Instructions to Bidders;        |
| V. Special Conditions of Contract; | VI. Schedule of Requirements;       |
| VII. Samples Forms'                | VIII. Technical Evaluation Sheet.   |

Bidding documents can also be obtained from the office of Secretary, Sindh Textbook Board against pay order/ demand draft amounting to Rs. 5000 or US \$50 (non-refundable) in favor of Sindh Textbook Board, Jamshoro. In case, bid documents are downloaded from the website, then at the time of bid submission, the pay order (non-refundable) must be enclosed along with technical proposal.

All bids must be submitted in one best option under Rule-46(2) – Single Stage Two Envelope Procedure – specified under SPP Rules, 2010. Envelope shall contain Technical Proposal and Financial Proposal sealed separately. Financial proposal must contain original copy of pay order/ demand draft i.e. **3%** bid security (refundable) of total bid cost in favor of Sindh Text Book Board, Jamshoro. Any bid found without bid security of less than **3%** of total bid cost shall be rejected during or after technical evaluation.

All bids along with requisite documents as mentioned in bidding document shall reach in the sealed envelope marked as 'Printing, binding and supply of textbooks' to the below given address not later than 4 p.m. on Friday, 12<sup>th</sup> October, 2017. Sealed envelope(s) will be opened on the same date at 4.15 p.m. by the STBB's notified Committee as per SPP Rules, 2010. In case of public holiday or due to any unavoidable circumstances, bidding documents will be received/ opened on next working day on scheduled time and venue.

The procuring agency may reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal as mandated under Rule-25(i) of SPP Rules, 2010.

**Secretary  
Sindh Textbook Board**

**Notes on the Bid Data Sheet**

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each type of procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Part One Section I must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must be incorporated.

## Bid Data Sheet

The following specific data for printing and publication of textbooks shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

### INTRODUCTION

<b>ITB 1.1</b>	Name of procuring agency of Government of Sindh	Sindh Textbook Board
<b>ITB 1.1</b>	Procuring agency's address, telephone, telex, and facsimile numbers.	Campus Office, Opposite DJ Science College, Karachi – Pakistan. Phone # 92 229213417 – 8 E-mail : sindh.textbook.board@gmail.com
<b>ITB 2.1</b>	Language of the bid	English

### BID PRICE AND CURRENCY

<b>ITB 11.2</b>	Bid prices	Pakistani Rupees - Fixed inclusive of all applicable taxes, testing and supply of textbooks at final point of destination
<b>ITB 11.5</b>	Price Variation	Fixed

### PREPARATION AND SUBMISSION OF BIDS

<b>ITB 13.3</b>	Qualification requirements	<ul style="list-style-type: none"> <li>▶▶ Technical and financial proposals submitted in separate sealed envelopes</li> <li>▶▶ Valid registration with relevant tax authorities of Islamic Republic of Pakistan (In case of foreign firms, bidding alone or as leading firm in the Joint Venture or Consortium, they will be given appropriate time to get themselves registered with relevant tax authorities after issuance of letter of intent; however, at the time of bid documents submission, they must provide relevant documents showing their valid registration with tax authorities of their country of origin);</li> <li>▶▶ Annual financial statements of last three years;</li> <li>▶▶ Minimum four years' experience in relevant field of printing and publication;</li> <li>▶▶ Minimum average annual financial turnover of PKR 100 million in last three years;</li> </ul>
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- ▶▶ List of current litigations with the clients and nature of such litigations (if any);
- ▶▶ Affidavit that the firm is not blacklisted by any public or private organization; and
- ▶▶ Photocopy of bid security pay order (without showing amount on cheque) along with Technical Proposal;

**Note: Any firm that does not meet above criteria will be disqualified during preliminary evaluation stage.**

<b>ITB 15.1</b>	Amount of bid security	Pay Order/ Demand Draft of <b>3%</b> of total quoted bid in favor of Sindh Textbook Board
<b>ITB 16.1</b>	Bid validity period	120 days
<b>ITB 17.1</b>	Number of copies	One original (hard copy) along with softcopies of annexures in CD format (documents required for eligibility criteria and technical evaluation criteria must be placed in separate folder with proper file names)
<b>ITB 18.2</b>	Address for bid submission	Campus Office, Opposite DJ Science College, Karachi – Pakistan.
<b>ITB 19.1</b>	Deadline for bid submission	Till 12 <sup>th</sup> October, 2017 @ 4.00 p.m.
<b>ITB 22.1</b>	Time, date and place for bid opening	12 <sup>th</sup> October, 2017 @ 4.15 p.m. (as above)

#### **BID EVALUATION**

<b>ITB 25.1</b>	Criteria for bid evaluation	<p>Best evaluated bid (lowest evaluated bid on each package basis) i.e. bids offered by firms(s) that are technically qualified and financially responsive as compared to internal and external benchmarks. Prospective firms must quote bids for each item (textbook) under respective package.</p> <p>Not any firm will be awarded contract for more than two (2) packages. This condition is explicitly included here in order to disperse work among various firms for ensuring completion of 100% work including supply of textbooks in all districts of Sindh within due course of time.</p> <p>Technical Evaluation Criteria is mentioned is mentioned at page # 8 &amp; 9 of Part - II</p>
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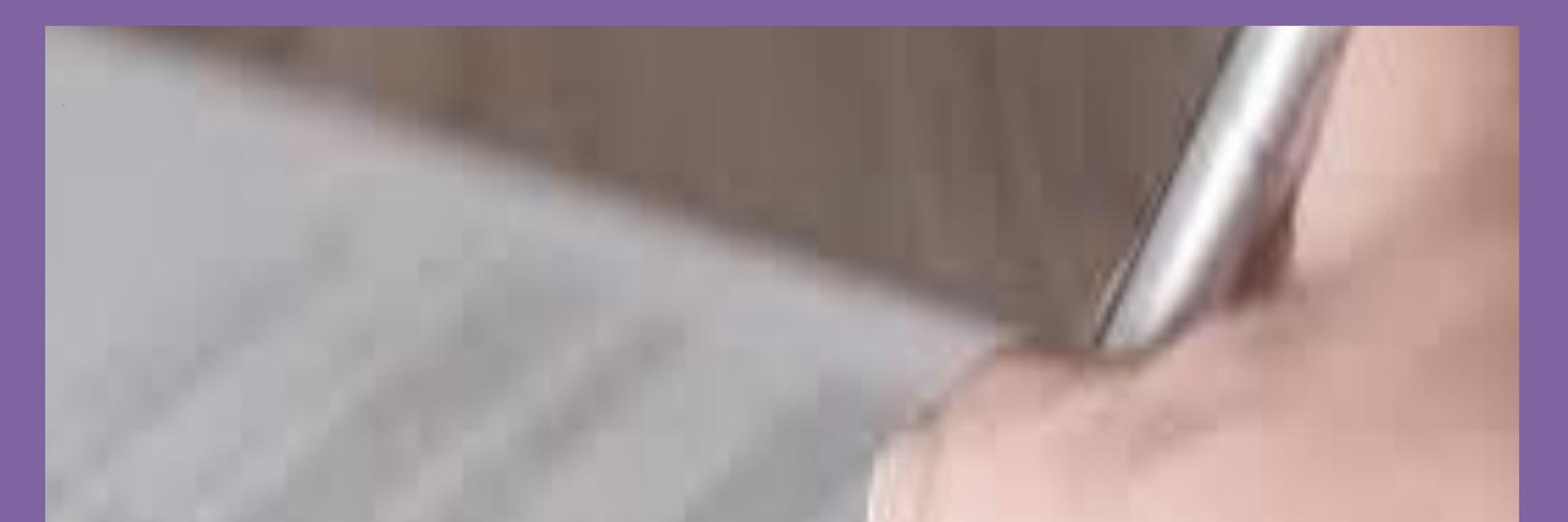
#### **CONTRACT AWARD**

<b>ITB 29.1</b>	Percentage for quantity increase or decrease	15%
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TECHNICAL EVALUATION CRITERIA						ANNEX
SR.#	SUB-CRITERIA	EVIDENCE REQUIRED	MARKS			
			MAX	ALLOCATED	OBTAINED	
<b>FINANCIAL &amp; LEGAL STRENGTH</b>			25			A
<b>1.</b>	<b>Firm's status</b>					
1.1.	Public Limited	SECP registration certificate	03	03		
1.2.	Partnership/ Private Ltd.	Letter of incorporation		02		
1.3.	Sole Proprietorship	NTN Certificate		02		
<b>2.</b>	<b>Land, building, and machinery value (PKR in million)</b>					
2.1.	≥ 200	Attach documentary evidence	05	05		
2.2.	≥ 150 < 200			04		
2.3.	≥ 100 < 150			03		
2.3.	≥ 50 < 100			02		
<b>3.</b>	<b>Cumulative financial turnover (PKR in million) during last three years</b>					
3.1.	≥ 400	Attach Bank Statements	07	07		
3.2.	≥ 300 < 400			05		
3.3.	≥ 200 < 100			04		
3.4.	≥ 100			03		
<b>4.</b>	<b>Working capital (PKR in million) during last year</b>					
4.1.	≥ 50	Attach Audit Reports or Income Tax Returns	05	05		
4.2.	≥ 30 < 40			04		
4.3.	≥ 20 < 30			03		
4.4.	≥ 10			02		
<b>5.</b>	<b>Available Cash Balance (PKR in million)</b>					
5.1.	≥ 40	Attach Balance in Accounts of all bank statements	05	05		
5.2.	≥ 30 < 40			04		
5.3.	≥ 20 < 30			03		
5.4.	≥ 10 < 20			02		
<b>RELEVANCE OF BUSINESS, EXPERIENCE AND QUALITY ASSURANCE MECHANISM</b>			25			B
<b>6.</b>	<b>Institutes on clients list (publishing/printing of Books of PKR 10 Million during last 5 years)</b>					
6.1.	≥ 05	Attach Documentary / evidence / certificate(s)	05	05		
6.2.	≥ 04 < 05			04		
6.3.	≥ 03 < 04			03		
6.4.	02			02		
<b>7.</b>	<b>Experience in relevant field of printing &amp; publishing work with Sindh Textbook Board</b>					
6.1.	≥ 12	Attach Documentary / evidence / certificate(s)	10	10		
6.2.	≥ 10 < 12			08		
6.3.	≥ 08 < 10			05		
6.4.	≥ 06 < 08			02		
<b>8.</b>	<b>Years of business of publication &amp; printing</b>					
8.1.	≥ 15	To be reckoned from date of commencement as per	06	06		

8.2.	≥ 10 < 15	NTN Certificate/ Letter of Incorporation/ Company Registration		05		
8.3.	≥ 05 < 10			04		
8.4.	< 05			00		
<b>9.</b>	<b>Experience of printing and publication in regional language (Sindhi)</b>					
9.1.	≥10 years (8 titles minimum)	Attach valid evidence/ work orders along with printed books.	<b>10</b>	10		<b>I</b>
9.2.	≥08 < 10 years (6 titles minimum)			08		
	≥05 < 08 years (5 titles minimum)			05		
<b>10.</b>	<b>ISO 9001:2008 Certification</b>					
10.1.	Yes	Attach valid certificate	<b>02</b>	02		<b>J</b>
10.2.	No			00		
<b>11.</b>	<b>Quality Control (QC)/ Quality Assurance (QA) Department</b>					
11.1	Yes	Attach quality assurance SOPs and list of staff [at least five individuals, including one employee having minimum three (3) years' experience in relevant field.	<b>02</b>	02		<b>K</b>
11.2	No			00		
<b>MANUFACTURING &amp; WAREHOUSING CAPACITY</b>			<b>35</b>			
<b>12.</b>	<b>Number of employees (Registered with EOBI)</b>					
12.1	≥ 20	Evidence/ Certificate for registration of employees with EOBI be provided	<b>03</b>	03		<b>L</b>
12.2	≥ 15 < 20			02		
12.3	≥ 10 < 15			01		
12.4	< 10			00		
<b>13.</b>	<b>Number of employees (Working on contract basis)</b>					
12.1	≥ 20	Evidence/ Contract order letters along with their monthly stipend and contract details be provided.	<b>03</b>	03		<b>M</b>
12.2	≥ 15 < 30			02		
12.3	≥ 10 < 15			01		
12.4	< 10			00		
<b>14.</b>	<b>Warehouse capacity (volume in cubic meters)</b>					
14.1	≥ 10000	Attach ownership documents and rental agreements	<b>05</b>	05		<b>N</b>
14.2	≥ 6000 < 10000			03		
14.3	≥ 2000 < 6000			02		
14.4	< 2000			00		
<b>15.</b>	<b>Manufacturing capacity against the estimated cost of procurement</b>					
15.1	≥ 4	Provide ownership/ machinery details along with make & model number and manuals	<b>05</b>	05		<b>O</b>
15.2	≥ 2 < 4			04		
<b>16.</b>	<b>Alternative power solutions</b>					
16.1	≥ 100 KVA	Ownership documents	<b>04</b>	04		<b>P</b>
16.2	≥ 70 < 100 KVA			03		
16.3	≥ 50 < 70			02		
16.4	< 50			00		

PRINTING AND BINDING CAPACITY/ MACHINERY			20		
<b>17.</b>	<b>Printing Machinery four color size of printing (minimum) 22 x 32" for black &amp; white printing</b>				
17.1	Four Color	Attach required evidence of ownership (1.0 marks per unit)	<b>12</b>	12	<b>Q</b>
17.2	Two or Single Color			07	
<b>18.</b>	<b>Automatic folding machines</b>				
18.1	Yes	Attach required evidence of ownership (1.0 mark for each machine)	<b>03</b>	03	<b>R</b>
18.2	No			00	
<b>19.</b>	<b>Hot Glue Machines</b>				
19.1	Yes	Attach required evidence of ownership (0.5 mark for each clamp)	<b>03</b>	03	<b>S</b>
19.2	No			00	
<b>20.</b>	<b>Trimming machines (catering minimum size of paper and book sizes)</b>				
20.1	Yes	Attach required evidence of ownership (1 mark for each machine)	<b>02</b>	02	<b>T</b>
20.2	No			00	
<b>TOTAL MARKS</b>			<b>100</b>		
<b>QUALIFYING MARKS</b>			<b>70/100</b>		
<p><b>NOTE: MARKS WILL BE ASSIGNED ON THE BASIS OF <i>VALID DOCUMENTARY EVIDENCE</i>. FIRMS THAT WILL NOT PROVIDE DOCUMENTARY EVIDENCE AGAINST ANY SUB-CRITERIA WILL BE MARKED AS ZERO.</b></p> <p><b>P.A's Technical Committee will conduct visits of sites (printing units) in order to cross verify information/ documents furnished by firms. The committee can visit these sites at any stage of procurement. In case, a firm fails to prove ownership of its owned assets or given information then the committee may reserve the right to disqualify firm on technical grounds as per SPP Rules, 2010 (Amended 2017).</b></p>					



PART TWO- SECTION III.

## SPECIAL CONDITIONS OF CONTRACT



### **Notes on the Special Conditions of Contract**

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- (a) Information that complements provisions of Part one Section II must be incorporated.
- (b) Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

## Table of Clauses

1.	Definitions (GCC Clause 1)	13
2.	Performance Security (GCC Clause 7)	13
3.	Inspections and Tests (GCC Clause 8)	13
4.	Packaging (GCC Clause 9)	13
5.	Delivery and Documents (GCC Clause 10)	14
6.	Insurance (GCC Clause 11)	15
7.	Incidental Services (GCC Clause 13)	15
8.	Payment (GCC Clause 16)	15
9.	Prices (GCC Clause 17)	15
10.	Liquidity Damages (GCC Clause 23)	15
11.	Resolution of Disputes (GCC Clause 28)	15
12.	Governing Language (GCC Clause 29)	15
13.	Applicable Law (GCC Clause 30)	16
14.	Notices (GCC Clause 31)	16
15.	Lab Testing	16

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

- |    |   |            |   |
|----|---|------------|---|
| 1. | <b>Definitions<br/>(GCC Clause 1)</b>               | GCC-1(g)   | The procuring agency is: Sindh Textbook Board   |
|    |   | GCC-1.1(h) | The procuring agency's country is: Pakistan   |
| 2. | <b>Performance<br/>Security<br/>(GCC Clause 7)</b>  | GCC-7.1    | The amount of performance security as a percentage of the Contract Price shall be 5%.   |
| 3. | <b>Inspections and<br/>Tests (GCC<br/>Clause 8)</b> | GCC-8.6    | <p><b>Pre-inspection and testing:</b> Prospective firms are required to furnish single sample of textbook with specified criteria given in bid documents. These samples must be provided with technical proposal. The P.A. will conduct tests and verification of these samples through third party firm and cost of sample testing will be borne by the prospective firms. The P.A. will inspect and verify samples of only those firms that qualify under preliminary and technical evaluation criteria.</p> <p>Subsequent to testing results, the P.A will open financial proposals of only those firms whose samples approved/ accepted by third party firm.</p> <p><b>Post-award inspection and testing:</b> Inspection of textbooks will be carried out by P.A's notified committee at final delivery/ destination point. The committee will assess shipments in order to ensure packaging, printing, and paper quality (standard goods receipt proforma is annexed). Therefore, supplier(s) will ensure compliance of paper, printing and book binding quality as per specifications given in bid documents.</p> |
| 4. | <b>Packaging (GCC<br/>Clause-9)</b>                 | GCC-9.3    | i. Before shipments from point of origin, sandwich the books in cardboard in order to avoid any bent of books till the arrival at final destination.  |

- ii. Sturdy box or container must be chosen for laying books flat while transportation
- iii. Fill the container properly. Line the bottom of the box with padding. Carefully add the books to the container. Add extra padding on top and around the books to keep them safe; bubble wrap, packing peanuts, and crumpled plastic bags are lightweight options. Pay special attention to padding the corners.
- iv. Tape the container securely.
- v. Address the package with complete address and quantity of textbooks.

Before issuing receipt (goods receipt) of textbooks, the committee will verify compliance of clause-3 and 4 above.

**5. Delivery and Documents (GCC Clause 10)** GCC-10.3

Delivery of textbooks will be made at Sindh Textbook Board warehouses at Karachi and Jamshoro within 120 days after signing of agreement. Successful firm shall be responsible to supply textbooks as per quantity to be given by P.A.

Upon shipment, the supplier shall notify the P.A 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 P.A:

- i. copies of the supplier's invoice showing goods' 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 waybill, an inland waterway document, an air waybill, 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 package;
- iv. Inspection certificate, issued by the nominated committee, and the Supplier's factory inspection report; and

- v. Receipt of textbooks on goods receipt form (standard format is available with this document)
6. **Insurance (GCC Clause 11)** GCC-11.1 The textbooks 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 arrange appropriate coverage.
7. **Incidental Services (GCC Clause 13)** GCC-13.1 Delivery of textbooks in each at Sindh Textbook Board warehouses at Karachi and Jamshoro.
8. **Payment (GCC Clause 16)** GCC-16.1 The method and conditions of payment to be made to the supplier under this contract shall be as follows:
- i. Payment shall be made in Pak. Rupees within thirty (30) days of receipt of textbooks upon submission of claim supported by the goods receipt proforma issued/ signed by the P.A's nominated committee.
  - ii. Payment will be made for the textbooks received and mentioned in the acceptance certificate/ goods receipt proforma.
9. **Prices (GCC Clause 17)** GCC-17.1 Prices will be fixed till the completion of contract.
10. **Liquidated Damages (GCC Clause 23)** GCC-23.1 Deduction/ penalty shall be applicable in case bidder fails to deliver goods within stipulated delivery time period. Penalty in this case of procurement will be made as 0.5% of contract price per week and maximum penalty shall reach up to 5% of contract price, if the bidder fails to deliver textbooks at selected destination within given time frame.
11. **Resolution of Disputes (GCC Clause 28)** GCC-28.3 In case of a dispute between the P.A and the supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the P.A's country.
12. **Governing** GCC-29.1 The governing language shall be English.

**Language (GCC Clause 29)**

- 13. Applicable Law (GCC Clause 30)** GCC-31.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:
- i. The Employment of Children (ECA) Act 1991
  - ii. The Bonded Labor System Act of 1992
  - iii. The Factories Act 1934
- 14. Notices (GCC Clause 31)** GCC-31.1 The procuring agency's address for notice purposes shall be as under:  
Campus Office, Opposite DJ Science College,  
Karachi – Pakistan.  
E-mail : [sindh.textbook.board@gmail.com](mailto:sindh.textbook.board@gmail.com)

**15. Lab Testing**

- 15.1 The bidder shall submit 5 paper sheets of each Paper & Bleach Board Samples as specimen of paper in full size sheets i.e 22x32", 20x30", & 23x36" and Bleach Board 23x33", 21x31", & 24x37".
- 15.2 The bidder shall affix the stamp of his firm on the top right corner alongwith the name and stamp of manufacturer of paper and bleach board.
- 15.3 The bidder shall attach pay order of Rs. 10,000/- for Paper and Bleach Board testing fees for each Samples.
- 15.4 The bidder will attach a certificate of specifications from the manufacture.
- 15.5 The firm must attach original certificate of manufacturer of Paper and Bleach Board at the time of submission of Bill, without which bill will not be entertained.



### **Notes for Preparation of Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each type of procurement.

STATEMENT SHOWING COLOR SCHEME, QUANTITY, PAGES AND BINDING OF TEXTBOOKS												
SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)	
					Four	Two	B&W	Four	Two	B&W		
<b>↓ PACKAGE – ONE (1) ↓</b>												
<b>SINDHI MEDIUM</b>												
1.	Sindhi Primer	Jacket Katchi	22x32/8	807,994	48	-	-	4	-	-	124	
	My English Book - I		22x32/8		72	-	-					
2.	Sindhi Primer – I	Jacket – I	22x32/8	624,183	48	-	-	4	-	-	384	
	Sindhi Reader – I		22x32/8		52	-	-					
	My English Book – I		22x32/8		72	-	-					
	General Knowledge – I		22x32/8		108	-	-					
	Riazi – I		22x32/8		100	-	-					
<b>URDU MEDIUM</b>												
3.	Urdu Qaida – I	Jacket Katchi	22x32/8	111,580	48	-	-	4	-	-	124	
	My English Book - I		22x32/8		72	-	-					
4.	Urdu Qaida – I	Jacket – I	22x32/8	104,196	48	-	-	4	-	-	384	
	Urdu Reader – I		22x32/8		56	-	-					
	My English Book – I		22x32/8		72	-	-					
	General Knowledge – I		22x32/8		104	-	-					
	Riazi – I		22x32/8		100	-	-					
<b>ENGLISH MEDIUM</b>												
5.	My English Book – I	Jacket – I.A	22x32/8	6,892	72	-	-	4	-	-	348	
	Math English – I		22x32/8		100	-	-					
	General Knowledge – I		22x32/8		120	-	-					
	Sindhi Reader – I		22x32/8		52	-	-					
6.	My English Book – I	Jacket – I.B	22x32/8	2,954	72	-	-	4	-	-	352	
	Math English – I		22x32/8		100	-	-					
	General Knowledge – I		22x32/8		120	-	-					
	Urdu Reader – I		22x32/8		56	-	-					

STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS											
SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – TWO (2) ↓</b>											
<b>SINDHI MEDIUM</b>											
1.	Sindhi Reader – II	Jacket – I	22x32/8	541,261	68	-	-	4	-	-	436
	My English Book – II		22x32/8		80	-	-				
	General Knowledge – II		22x32/8		160	-	-				
	Riazi Sindhi – II		22x32/8		124	-	-				
2.	Sindhi Reader – III	Jacket – I	22x32/8	473,296	72	-	-	4	-	-	328
	My English Book – III		22x32/8		88	-	-				
	General Knowledge – III		22x32/8		164	-	-				
<b>URDU MEDIUM</b>											
3.	Urdu Reader – II	Jacket – I	22x32/8	92,258	72	-	-	4	-	-	440
	My English Book – II		22x32/8		80	-	-				
	General Knowledge – II		22x32/8		160	-	-				
	Riazi – II		22x32/8		124	-	-				
4.	Urdu Reader – III	Jacket – I	22x32/8	91,140	88	-	-	4	-	-	344
	My English Book – III		22x32/8		88	-	-				
	General Knowledge – III		22x32/8		164	-	-				
<b>ENGLISH MEDIUM</b>											
5.	My English Book – II	Jacket I – A	22x32/8	3,785	80	-	-	4	-	-	452
	Math English – II		22x32/8		124	-	-				
	General Knowledge – II		22x32/8		176	-	-				
	Sindhi Reader – II		22x32/8		68	-	-				
6.	My English Book – II	Jacket I – B	22x32/8	1,623	80	-	-	4	-	-	440
	Math English – II		22x32/8		124	-	-				
	General Knowledge – II		22x32/8		160	-	-				
	Urdu Reader – II		22x32/8		72	-	-				

7.	My English Book – III	Jacket – II	22x32/8	4,989	88	-	-	4	-	-	404
	Math English – III		22x32/8		128	-	-				
	General Knowledge – III		22x32/8		184	-	-				
<b>STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS</b>											
SR. #	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – THREE (3) ↓</b>											
<b>SINDHI MEDIUM</b>											
1.	Riazi – III	Jacket – I	22x32/8	473,296	128	-	-	4	-	-	268
	Islamiyat – III		22x32/8		100	-	-				
	Assan Urdu – III		22x32/8		-	36	-				
2.	Sindhi Reader – IV	Jacket – I	22x32/8	410,285	80	-	-	4	-	-	400
	My English Book – IV		22x32/8		96	-	-				
	Samaji Abhyas – IV		22x32/8		128	-	-				
	Islamiyat/ Ikhlaqiat – IV		22x32/8		92	-	-				
3.	Riazi – IV	Jacket – II	22x32/8	410,285	176	-	-	4	-	-	368
	Science – IV		22x32/8		142	-	-				
	Assan Urdu – IV		22x32/8		-	46	-				
<b>URDU MEDIUM</b>											
4.	Riazi – III	Jacket – I	22x32/8	91,140	128	-	-	4	-	-	264
	Islamiyat – III		22x32/8		96	-	-				
	Assan Sindhi – III		22x32/8		-	36	-				
5.	Urdu Reader – IV	Jacket – I	22x32/8	86,137	96	-	-	4	-	-	416
	My English Book – IV		22x32/8		96	-	-				
	Moashiati Uloom – IV		22x32/8		128	-	-				
	Islamiyat/ Ikhlaqiat – IV		22x32/8		92	-	-				
6.	Riazi – IV	Jacket – II	22x32/8	86,137	176	-	-	4	-	-	370

	Science – IV		22x32/8		142	-	-					
	Assan Sindhi – IV		22x32/8		-	48	-					
<b>ENGLISH MEDIUM</b>												
7.	Sindhi Reader – III	Jacket II – A	22x32/8	3,492	72	-	-	4	-	-	212	
	Asan Urdu – III		22x32/8		-	36	-					
	Islamyat – III		22x32/8		100	-	-					
8.	Urdu Reader – III	Jacket II – B	22x32/8	1,497	88	-	-	4	-	-	224	
	Asan Sindhi – III		22x32/8		-	36	-					
	Islamyat – III		22x32/8		96	-	-					
9.	My English Book – IV	Jacket – I	22x32/8	4,024	96	-	-	4	-	-	564	
	Math – IV		22x32/8		176	-	-					
	Science – IV		22x32/8		152	-	-					
	Social Studies – IV		22x32/8		136	-	-					
10.	Sindhi Reader – IV	Jacket II – A	22x32/8	2,816	80	-	-	4	-	-	238	
	Asan Urdu – IV		22x32/8		-	46	-					
	Islamyat/ Ikhlaiyat – IV		22x32/8		92	-	-					
11.	Urdu Reader – IV	Jacket II – B	22x32/8	1,208	96	-	-	4	-	-	240	
	Asan Sindhi – IV		22x32/8		-	48	-					
	Islamyat/ Ikhlaiyat – IV		22x32/8		92	-	-					

### STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS

SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)	
					Four	Two	B&W	Four	Two	B&W		
<b>↓ PACKAGE – FOUR (4) ↓</b>					Four	Two	B&W	Four	Two	B&W		
<b>SINDHI MEDIUM</b>												
1.	My English Book – V	Jacket – I	22x32/8	386,588	104	-	-	4	-	-	464	
	Riazi – V		22x32/8		188	-	-					
	Science – V		22x32/8		168	-	-					
2.	Sindhi Reader – V	Jacket – I	22x32/8	386,588	96	-	-	4	-	-	432	

	Islamiyat/ Ikhlāqiat – V		22x32/8		116	-	-					
	Samaji Abhyas – V		22x32/8		148	-	-					
	Assan Urdu – V		22x32/8		-	68	-					
<b>URDU MEDIUM</b>												
3.	My English Book –V	Jacket – I	22x32/8	85,304	104	-	-	4	-	-	464	
	Riazi – V		22x32/8		188	-	-					
	Science – V		22x32/8		168	-	-					
4.	Urdu Reader – V	Jacket – II	22x32/8	85,304	102	-	-	4	-	-	408	
	Islamiyat/ Ikhlāqiat – V		22x32/8		106	-	-					
	Moashiati Uloom – V		22x32/8		148	-	-					
	Assan Sindhi – V		22x32/8		-	48	-					
<b>ENGLISH MEDIUM</b>												
5.	My English Book – V	Jacket – I	22x32/8	3,941	104	-	-	4	-	-	612	
	Math English – V		22x32/8		188	-	-					
	Science – V		22x32/8		168	-	-					
	Social Studies – V		22x32/8		148	-	-					
6.	Sindhi Reader – V	Jacket II – A	22x32/8	2,758	96	-	-	4	-	-	284	
	Asan Urdu – V		22x32/8		-	68	-					
	Islamiyat/ Ikhlāqiat – V		22x32/8		116	-	-					
7.	Urdu Reader – V	Jacket II – B	22x32/8	1,183	102	-	-	4	-	-	260	
	Asan Sindhi – V		22x32/8		48	-	-					
	Islamiyat/ Ikhlāqiat – V		22x32/8		106	-	-					
<b>URDU MEDIUM</b>												
10.	Urdu Reader	VI	20x30/8	69,852	112	-	-	4	-	-	116	
11.	Riazi	VI	20x30/8	67,452	-	-	268	4	-	-	272	
12.	Science	VI	20x30/8	67,452	168	-	-	4	-	-	172	
13.	Islamiyat	VI	20x30/8	67,756	-	-	132	4	-	-	136	
14.	Moashiati Uloom	VI	20x30/8	67,452	98	-	-	4	-	-	102	
15.	Asan Sindhi	VI	20x30/8	69,852	-	-	52	4	-	-	56	
16.	Home Economics	VI	20x30/8	30,000	-	-	136	4	-	-	140	

17.	Ikhlaqiat (Urdu)	VI	20x30/8	2,096	-	-	96	4	-	-	100
<b>ENGLISH MEDIUM</b>											
19.	Everyday English	VI	20x30/8	266,697	128	-	-	4	-	-	132
20.	Math English	VI	20x30/8	6,113	-	-	264	4	-	-	268
21.	Science English	VI	20x30/8	6,113	168	-	-	4	-	-	172
22.	Social Studies	VI	20x30/8	6,113	110	-	-	4	-	-	114

### STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS

SR.#	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – FIVE (5) ↓</b>					Four	Two	B&W	Four	Two	B&W	
<b>SINDHI MEDIUM</b>											
1.	Sindhi Reader	VI	20x30/8	196,745	100	-	-	4	-	-	104
2.	Riazi	VI	20x30/8	193,132	-	-	264	4	-	-	268
3.	Science	VI	20x30/8	193,132	172	-	-	4	-	-	176
4.	Islamyat	VI	20x30/8	189,745	-	-	150	4	-	-	154
5.	Samaji Abhyas	VI	20x30/8	193,132	98	-	-	4	-	-	102
6.	Asan Urdu	VI	20x30/8	196,754	-	-	80	4	-	-	84
7.	Arabic	VI	20x30/8	258,698	-	-	144	4	-	-	148
8.	Home Economics	VI	20x30/8	48,000	-	-	124	4	-	-	128
9.	Ikhlaqiat (Sindhi)	VI	20x30/8	7,000	-	-	108	4	-	-	112

### STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS

SR.#	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – SIX (6) ↓</b>					Four	Two	B&W	Four	Two	B&W	
<b>URDU MEDIUM</b>											
19.	Urdu Reader	VII	20x30/8	67,100	128	-	-	4	-	-	132
20.	Riazi	VII	20x30/8	65,438	-	-	272	4	-	-	276
21.	Science	VII	20x30/8	65,438	204	-	-	4	-	-	208
22.	Islamyat	VII	20x30/8	65,087	-	-	116	4	-	-	120
23.	Moashiati Uloom	VII	20x30/8	65,438	124	-	-	4	-	-	128
24.	Asan Sindhi	VII	20x30/8	65,438	-	-	64	4	-	-	68
25.	Home Economics	VII	20x30/8	30,010	-	-	194	4	-	-	198
26.	Ikhlaqiat (Urdu)	VII	20x30/8	2,013	-	-	112	4	-	-	116

27.	Urdu Reader	VIII	20x30/8	67,490	128	-	-	4	-	-	132
28.	Riazi	VII	20x30/8	64,262	-	-	176	4	-	-	180
29.	Science	VIII	20x30/8	64,262	256	-	-	4	-	-	260
30.	Islamyat	VIII	20x30/8	65,465	-	-	80	4	-	-	84
31.	Moashiati Uloom	VIII	20x30/8	64,262	-	-	134	4	-	-	138
32.	Asan Sindhi	VIII	20x30/8	67,490	-	-	64	4	-	-	68
33.	Home Economics (Urdu)	VIII	20x30/8	30,000	-	-	206	4	-	-	210
34.	Ikhlaqiat (Urdu)	VIII	20x30/8	2,025	-	-	120	4	-	-	124

**ENGLISH MEDIUM**

38.	Everyday English	VII	20x30/8	226,046	176	-	-	4	-	-	180
39.	Math English	VII	20x30/8	3,662	-	-	268	4	-	-	272
40.	Science	VII	20x30/8	3,662	200	-	-	4	-	-	204
41.	Social Studies	VII	20x30/8	3,662	112	-	-	4	-	-	116
42.	Everyday English	VIII	20x30/8	211,877	88	-	-	4	-	-	92
43.	Math English	VIII	20x30/8	5,339	-	-	160	4	-	-	164
44.	Science	VIII	20x30/8	5,339	236	-	-	4	-	-	240
45.	Social Studies	VIII	20x30/8	5,339	-	-	132	4	-	-	136

**STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS**

SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	

**↓ PACKAGE – SEVEN (7) ↓****SINDHI MEDIUM**

1.	Sindhi Reader	VII	20x30/8	157,146	112	-	-	4	-	-	116
2.	Riazi	VII	20x30/8	156,946	-	-	268	4	-	-	272
3.	Science	VII	20x30/8	156,946	208	-	-	4	-	-	212
4.	Islamyat	VII	20x30/8	152,431	-	-	112	4	-	-	116
5.	Samaji Abhyas	VII	20x30/8	156,946	114	-	-	4	-	-	118
6.	Asan Urdu	VII	20x30/8	157,146	-	-	80	4	-	-	84
7.	Arabic	VII	20x30/8	219,318	-	-	132	4	-	-	136
8.	Home Economics	VII	20x30/8	48,000	-	-	184	4	-	-	188
9.	Ikhlaqiat (Sindhi)	VII	20x30/8	4,715	-	-	112	4	-	-	116

**STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS**

SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – EIGHT (8) ↓</b>											
<b>SINDHI MEDIUM</b>											
10.	Sindhi Reader	VIII	20x30/8	141,687	96	-	-	4	-	-	100
11.	Riazi	VIII	20x30/8	139,348	-	-	180	4	-	-	184
12.	Science	VIII	20x30/8	139,348	228	-	-	4	-	-	232
13.	Islamyat	VIII	20x30/8	137,436	-	-	80	4	-	-	84
14.	Samaji Abhyas	VIII	20x30/8	139,348	-	-	136	4	-	-	140
15.	Asan Urdu	VIII	20x30/8	141,687	-	-	72	4	-	-	76
16.	Arabic	VIII	20x30/8	202,901	-	-	208	4	-	-	212
17.	Home Economics (Sindhi)	VIII	20x30/8	49,844	-	-	204	4	-	-	208
18.	Ikhlaqiat (Sindhi)	VIII	20x30/8	2,451	-	-	120	4	-	-	124

**STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS**

SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	
<b>↓ PACKAGE – NINE (9) ↓</b>											
<b>SINDHI MEDIUM</b>											
1.	Sindhi Nisab Lazmi	IX-X	18x23/8	130,467	-	-	116	4	-	-	120
2.	Pak Jo Abhyas	IX-X	20x30/8	127,205	-	-	156	4	-	-	160
3.	Chemistry (Sindhi)	IX	20x30/8	127,205	-	-	416	4	-	-	420
4.	P.J. Chemistry (Sindhi)	IX	18x23/8	127,205	-	-	96	4	-	-	100
5.	Biology Sindhi	IX	20x30/8	125,205	-	-	440	4	-	-	444
6.	P.J. Biology (Sindhi)	IX	18x23/8	125,205	-	-	242	4	-	-	246
7.	General Science (Sindhi)	IX	20x30/8	1,204	-	-	228	4	-	-	232
8.	General Riazi (Sindhi)	IX	18x23/8	1,204	-	-	384	4	-	-	388
9.	Computer Science (Sindhi)	IX	20x30/8	2,000	-	-	220	4	-	-	224
10.	P.J. Computer Science	IX	18x23/8	2,000	-	-	64	4	-	-	68
11.	Islamyat (Sindhi)	IX-X	18x23/8	126,552	-	-	128	4	-	-	132
12.	Asan Urdu	IX-X	18x23/8	130,467	-	-	104	4	-	-	108
13.	Physics (Sindhi)	X	18x23/8	128,067	-	-	480	4	-	-	484
14.	P.J. Physics (Sindhi)	X	18x23/8	128,067	-	-	146	4	-	-	150
15.	Riazi (Sindhi)	X	20x30/8	128,067	-	-	486	4	-	-	490

16.	Moashiat (Sindhi)	IX-X	20x30/8	801	-	-	144	4	-	-	148
17.	Civics (Sindhi)	IX-X	20x30/8	801	-	-	148	4	-	-	152

**STATEMENT SHOWING COLOR SCHEME, QUANTITY AND PAGES OF TEXTBOOKS**

SR.	NAME OF BOOK	CLASS	SIZE	QUANTITY	COLOR SCHEME OF TEXTBOOK (A)			COLOR SCHEME OF BOOK COVER (B)			PAGES (A+B)
					Four	Two	B&W	Four	Two	B&W	

**↓ PACKAGE – TEN (10) ↓**

<b>URDU MEDIUM</b>											
18.	P.J. Chemistry (Urdu)	IX-X	18x23/8	53,433	-	-	96	4	-	-	100
19.	Biology (Urdu)	IX-X	20x30/8	43,400	-	-	392	4	-	-	396
20.	P.J. Biology (Urdu)	IX	18x23/8	43,400	-	-	224	4	-	-	228
21.	General Science (Urdu)	IX	20x30/8	1,033	-	-	212	4	-	-	216
22.	General Riaz (Urdu)	IX	18x23/8	1,033	-	-	336	4	-	-	340
23.	Computer Science (Urdu)	IX	20x30/8	54,543	-	-	224	4	-	-	228
24.	P.J. Computer Science	IX	18x23/8	56,230	-	-	72	4	-	-	76
25.	Islamiyat (Urdu)	IX	18x23/8	54,230	-	-	128	4	-	-	132
26.	Asan Sindhi	IX	18x23/8	54,230	-	-	92	4	-	-	96
27.	Physics (Urdu)	IX	18x23/8	54,230	-	-	440	4	-	-	448
28.	P.J. Physics (Urdu)	IX-X	18x23/8	14,135	-	-	146	4	-	-	150
29.	Riaz (Urdu)	IX-X	20x30/8	14,135	-	-	464	4	-	-	468
30.	Moashiat (Urdu)	X	18x23/8	13,202	-	-	112	4	-	-	116
31.	Urdu Nisab Lazmi	IX-X	18x23/8	56,230	-	-	176	4	-	-	180
32.	Mutala-e-Pakistan (Urdu)	IX-X	20x30/8	56,230	-	-	172	4	-	-	176
33.	Chemistry (Urdu)	IX-X	20x30/8	53,433	-	-	424	4	-	-	428
34.	Civics (Urdu)	X	20x30/8	13,202	-	-	152	4	-	-	156

<b>ENGLISH MEDIUM</b>											
32.	Chemistry	IX	20x30/8	4,100	-	-	368	4	-	-	372
33.	P.J. Chemistry	IX	18x23/4	4,100	-	-	96	4	-	-	100
34.	Biology	IX	20x30/8	4,100	-	-	368	4	-	-	372
35.	P.J. Biology	IX	18x23/4	4,100	-	-	218	4	-	-	222
36.	Physics	X	20x30/8	4,420	-	-	448	4	-	-	452
37.	P.J. Physics	X	18x23/4	4,420	-	-	136	4	-	-	140
38.	Computer Sciences	IX	20x30/8	1,000	-	-	168	4	-	-	172
39.	P.J. Computer	IX	18x23/4	1,000	-	-	90	4	-	-	94
40.	Mathematics	X	20x30/8	4,420	-	-	484	4	-	-	488
41.	Pakistan Studies	IX-X	20x30/8	4,420	4	-	168	4	-	-	176

42.	General Math	IX-X	18x23/4	172	-	-	372	4	-	-	376
43.	General Sciences	IX-X	20x30/8	172	-	-	216	4	-	-	220
44.	Secondary Stage English	IX	20x30/8	183,338	116	-	-	4	-	-	120
45.	Secondary Stage English	X	20x30/8	180,717	108	-	-	4	-	-	112

### Delivery Schedule

Delivery of textbooks shall be made within 120 days after signing of agreement otherwise the P.A. reserves the right to fix penalties (liquidity damages) as per rate mentioned in bid data sheet of bid documents. Before submission of bid for any or all packages, prospective firm must ensure its internal production capacity to fulfill delivery schedule as per requirement.



PART TWO – SECTION V.

TECHNICAL SPECIFICATIONS

# TECHNICAL SPECIFICATION

## Notes for Preparing the Technical Specifications

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

**Sample Clause: Equivalency of Standards and Codes** – Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of relevant shall apply, unless otherwise expressly stated in Contract. Where such standards and codes are national or relate to particular country, other authoritative standards that ensure substantial equivalence to standards and codes specified will be acceptable. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

## Technical Specifications

The supplier shall ensure that the textbooks supplied under this contract shall conform to the technical specifications and standards mentioned below:

**Paper Quality:** For printing of textbooks, the supplier(s) shall use paper meeting following specification:

<b>TEXTBOOKS PACKAGES – I TO II</b>					
Paper Type	GSM g/m <sup>2</sup>	Thickness um	Brightness %	Opacity %	Tear Factor
Pulp Paper or equivalent	70±1%	95-98	90-95	≥ 90	35 - 45
	<b>Burst Factor</b> Kpa 140-150	<b>Moisture</b> %		3.5	

<b>TEXTBOOKS PACKAGES – III TO X</b>						
Paper Type	GSM g/m <sup>2</sup>	Brightness %	Burst Factor	Opacity %	Tear Factor	
Cream Wove Offset Printing Paper (wood free/ not recycled) (both sides glazed)	68 ±5 (average should not be > 68 GSM)	80 +	11/12 minimum	85 minimum	MD CD 40 45 (±5)	

### Bleach Board One Sided Coated 210 GSM:

- I. Bleach Board One Side Coated 21x31/ 210
- II. Bleach Board One Side Coated 23x33/ 210
- III. Bleach Board One Side Coated 24x37/ 210

Property of Bleach Paperboard	Unit	Tolerance	Values
Grammage	g/m <sup>2</sup>	± 3%	210
Bending stiffness CD	Mn	± 10%	50
Bending stiffness MD	mN	± 10%	105
Thickness	Microns	± 3%	285
Moisture content	%	± 0.5	6.5
Smoothness top	Mm	Max 1.3	1
Brightness top	%	± 5	80
Brightness back	%	± 5	80
Gloss	%	± 5	40

**Caution:** Textbook paper, printing, binding quality should meet 100% of the required specifications otherwise payments shall not be made. The P.A. reserves the right to verify technical specifications of textbooks (sample random or all) through any third party firm.

**A.** For the paper used for printing, the bidder shall submit original sales tax invoice issued by paper manufacturer/ authorized dealer along with the bill. Without which Bill will not be entertained.

**B.** The bidder shall use superior brand imported inks and imported coated plates of not less than 30 micron.

C. The untrimmed & trimmed size of textbooks is as under:

Sr.#	Untrimmed Size	Trimmed Size
I.	20x30/8	7.2" x 9.25"
II.	23x36/8	8.6" x 10.7"
III.	22x32/8	7.7" x 10.4"

D. The list showing book wise nature of binding is mentioned under Section – IV of Part – II of bidding documents.

E. The Textbooks shall be bound in Hot glue (High Quality Glue).

F. For binding with hot glue machine binding, the quality of adhesive should not be less than Grade 2711 or equivalent specification.

G. Spine grinding with four creases, two creases on spine edges and two creases between 5 to 7 mm from the spine on the both sides (front and back) of the book.

H. The opposite sides of the textbooks be parallel to each other and adjacent sides be perfectly perpendicular (90°) to each other with fine cutting.

I. Print line must be given at the back side of "inner title' pasted with title cover or as directed by P.A. along with month, year of print and number of copies printed.

J. All copies of the textbooks shall be serially numbered as per direction of the P.A.

K. The authorized representative of the P.A. shall inspect the printed textbooks at the premises intimated by the successful bidder. Only those textbooks shall be accepted for supplies which are absolutely according to the specification.

L. The P.A.'s authorized officer/ committee members/ staff shall inspect the ink binding material etc. used for printing/ binding of the textbooks during the printing/ binding process.

M The P.A shall provide printed copies and print ready softcopies of latest editions of the textbooks at the time of issuance of supply order/ contract agreement. The successful bidder will prepare and submit sample copy of textbooks for approval of P.A before entering into final printing of textbooks.

N. The supplier is required to prepare the films of the textbooks & return the same to the P.A. after completion of the printing job assigned to him.

ACCESS CODES FOR BINDING OF TEXTBOOKS (PLEASE REFER TO SCHEDULE OF REQUIREMENTS UNDER SECTION – IV)	
SR.#	NATURE OF BINDING OF TEXTBOOKS
1.	Glue binding card cover with 4 creasing
2.	Center pin card cover with one creasing



### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

<b>Sample Form 1</b>	<b>Bid Form and Price Schedules</b>	<b>32</b>
<b>Sample Form 2</b>	<b>Bid Security Form</b>	<b>35</b>
<b>Sample Form 3</b>	<b>Contract Form</b>	<b>36</b>
<b>Sample Form 4</b>	<b>Performance Security Form</b>	<b>37</b>
<b>Sample Form 5</b>	<b>Bank Guarantee for Payment (Not applicable)</b>	<b>38</b>
<b>Sample Form 6</b>	<b>Manufacturer's Authorization Form</b>	<b>39</b>
<b>Sample Form 7</b>	<b>Joint Venture/Consortium/Association information sheet</b>	<b>39</b>

**1. Bid Form and Price Schedules**Date: \_\_\_\_\_  
IFB No. \_\_\_\_\_To,  
The Secretary,  
Sindh Textbook Board,  
Government of Sindh,  
**Karachi.**

Dear sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to one (1) percent of the contract price/ pay order for the due performance of the contract, in the form prescribed by the purchaser.

We agree to abide by this Bid for a period of [number] 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 at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
Signature\_\_\_\_\_  
In the capacity of

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

**Form-II****Price Schedule in Pak Rupees**

Name of bidder: \_\_\_\_\_

IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price	6 Total	7 Remarks (if any)
<b>Grand Total</b>						

Signature of bidder \_\_\_\_\_

*Note:*

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices delivered at P.A. office should include the price of incidental services. No separate payment shall be made for the incidental services.

**Form-III****Previous Relevant Experience of Supply of Items/ services under Contract**

Sr. No.	Assignment Description	Name/ Contract Details of Client	Cost	Start Date	End Date	Remarks

## 2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (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 *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2017.

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 of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred 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 of the bank]*

### 3. Contract Form

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2017 between *Sindh Text Book Board* (hereinafter called "the Procuring agency") of the one part and [*name of supplier*] of [*city and country of supplier*] (hereinafter called "the supplier") of the other part;

Whereas the procuring agency invited bids for offering catering and event management services and has accepted a bid by the supplier for supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring agency's Notification of Award.

3. In consideration of the payments to be made by the procuring agency to the supplier as hereinafter mentioned, the Supplier hereby covenants with the procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the supplier)

#### 4. 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 *[description of goods and services]* (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 therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of procuring agency]*

*[name of contract]*

Gentlemen and/or Ladies:

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

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed 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

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*[Name of bank or financial institution]*

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*[address]*

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*[date]*

## 6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders]

To: *[name of procuring agency]*

WHEREAS *[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate 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 goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## 7. JOINT VENTURE/ CONSORTIUM/ GROUP INFORMATION SHEET

Date: \_\_\_\_\_

Tender No: \_\_\_\_\_

1. Bidder Legal Name:					
2. In case of JV/Consortium/Group					
3.	(a)Name of JV/Consortium/Group				
	(b)Name of Lead Bidder/authorized representative				
	(c)Members firm information				
4.	Name of Firm with address	%age share	Owner's Name	NIC	NTN
	(i)				
	(ii)				
	(iii)				
	Attach copy of agreement / letter of intent to form JV/Consortium/Group, copies of NTN and NIC of members (in case of more members attach separate list)				
5.	Bidder's Address:				

### 6. Bidder's Authorized Representative Information

Name: \_\_\_\_\_

NIC No: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 7. Attached are copies of original documents of:

- Income Tax return previous year
- In case of JV, letter of intent to form JV or JV agreement
- In case of government owned entity from the purchasers country, documents establishing legal and financial autonomy and compliance with commercial law,

- Party of JV information sheet:

Date: \_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_

1. Bidders Legal Name: \_\_\_\_\_

2. JV's Party Legal Name: \_\_\_\_\_

3. JV's Party Country of Registration: \_\_\_\_\_

4. JV's Party Year of Registration: \_\_\_\_\_

5. JV's Party Legal Address in Country of Registration: \_\_\_\_\_

6. JV's Party Authorized Representative Information: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax.No: \_\_\_\_\_

Email Address: \_\_\_\_\_

7. Attached are copies of original documents of:

Articles of Incorporation or Registration of firm names in 1, above in accordance with ITB sub-Clauses 4.1 and 4.2

In case of government owned entity from the purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB sub-clauses 4.4.

# Government of Sindh Sindh Textbook Board

## Goods Receipt Detailed Report

### General Details

Bid invitation number	SPPRA ID
Work order number	Date of issuance
Supplier's name	Contact person
Address	Contact number
GR number	Date of release
GR issued by	Designation

### Delivery Details

Delivery Point	District				
Delivery Schedule	Due Date				
Sr.	Description of Textbooks	Quantity to be Delivered	Unit Price	Total Price	Remarks
1.					
2.					
3.					
4.					
5.					
	<b>Total</b>				

### Receipt Note

Delivery received in	<input type="checkbox"/> Partial option) <input type="checkbox"/> Full (mark ✓ any	Date	
Handed over by		Contact number	
Received by		Contact number	
Designation - receiver		Date	
Signature		Official Stamp	

### Receiving Inspection Checklist

Receipt Inspection performed by	Inspection date
Textbooks' received status (any discrepancy)	<input type="checkbox"/> Yes <input type="checkbox"/> No (mark ✓ any option)
Discrepancy in Item(s) at Sr. (refer do del. details)	
Discrepancy Type	<input type="checkbox"/> Wrong item <input type="checkbox"/> Wrong quantity <input type="checkbox"/> Damaged item <input type="checkbox"/> Defective item <input type="checkbox"/> Missing item
Remarks/ Recommendations	<input type="checkbox"/> Correct items are shipped. <input type="checkbox"/> No textbook is missing in comparison with quantity mentioned at delivery details. <input type="checkbox"/> Quantity of items received matches with quantity mentioned under delivery details. <input type="checkbox"/> Textbooks delivered within due date of delivery. <input type="checkbox"/> Paper, printing, and binding quality is properly examined and found satisfactory. <input type="checkbox"/> Textbooks' specifications properly checked by expert team and found satisfactory. <input type="checkbox"/> Supplier can be released 100% payments of received textbooks within due time. <input type="checkbox"/> Others (please specify here) .....
Signature	Official Stamp