Procurement of Teaching and learning Material printing for Grades 1 to 2

Lot-1- Districts (Mirpurkhas, Thatta, TMK, Matiari, Sajawal, Badin),

&

Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore)

BIDDING DOCUMENT



August 2024

Summary Description

Summary Description

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Copyright Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy - Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to this process.

PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

This Section includes the List of Textbooks and Related Services, the Delivery and Completion Schedules, the Technical Specifications that describe the Goods and Related Services to be procured.

Summary Description iii

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section IX. Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X. Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Attachment: Invitation for Bids

An "Invitation for Bids" form is provided at the end of the Bidding Documents for information.

Bidding Document for Procurement of:

Procurement of Teaching and learning Material printing for Grades 1 to 2

Lot-1- Districts (Mirpurkhas, Thatta, TMK, Matiari, Sajawal, Badin),

&

Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore)

STEP Reference No: PK-RSU-SINDH-439700-GO-RFB

Project: SINDH EARLY LEARNING ENHANCEMENT THROUGH CLASSROOM

TRANSFORMATION (SELECT)

Purchaser: Reform Support Unit, Education & Literacy Department

Country: Islamic Republic of Pakistan

Issued on: _____

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Textbooks and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (RFB) procurement are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.

2. Source of Funds 2.1

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank")in an amount specified in BDS, toward the project named in BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) 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 Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Corrupt and Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors,

subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1

- A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
- 4.5 Subject to any exception stipulated in the **BDS**, Bidders that are Government-owned enterprises or institutions in the Purchaser's

Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5. Eligible Goods and Related Services
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" include textbooks and reading materials, teacher's manuals, other production inputs such as paper, manuscript, publishing and manufacturing; and publishing, manufacturing; as well as other related services such as distribution, binding and packing.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed;

or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

• Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules, in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- **13. Alternative Bids** 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 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 BDS** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance

with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, exfactory, ex warehouse, ex showroom, or off-theshelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

- 15. Currencies of Bid and Payment
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 16. Documents
 Establishing the
 Eligibility and
 Conformity of
 the Goods and
 Related
 Services
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of

- deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not own copyright of the goods it offers to supply shall submit a Copyright Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the owner of the copyright to supply these Goods in the Purchaser's country;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the 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
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the date of expiration of the bid validity, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance

with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission.

- The bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.

- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.
- 25. Bid Opening
- 25.1. The Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and

- place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS.** The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect

of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

29. Determination of Responsiveness

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other

substantially responsive Bids, the Purchaser shall use its best estimate.

31. Correction of Arithmetical Errors

- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**
- 33. Margin of Preference
- 33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.
- 34. Evaluation of Bids
- 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32:
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
 - (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall

be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Qualification of the Bidder

- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 36.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's
 Right to Accept
 Any Bid, and to
 Reject Any or
 All Bids
- 37.1 The Purchaser 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 Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents,

provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40. Notification of Award

- 40.1 Prior to the date of expiry of the bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:
 - (i) name of each Bidder who submitted a Bid;
 - (ii) bid prices as read out at Bid Opening;
 - (iii) name and evaluated prices of each Bid that was evaluated;
 - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
 - (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General		
ITB 1.1	The reference number of the Invitation for Bids is : STEP Reference No: PK-		
	RSU-SINDH-439700-GO-RFB		
	Project: SINDH EARLY LEARNING ENHANCEMENT THROUGH		
	CLASSROOM TRANSFORMATION (SELECT)		
	Country: Islamic Republic of Pakistan		
ITB 1.1	The Purchaser is: Reform Support Unit, Education & Literacy Department		
ITB 1.1	The name of the RFB is: Procurement of Teaching and learning Material printing for Grades 1 to 2		
	The identification number of the RFB is: STEP Reference No: PK-RSU-		
	SINDH-439700-GO-RFB		
	The number and identification of lots (contracts) comprising this RFB is		
	Lot-1- Districts (Mirpurkhas, Thatta, TMK, Matiari, Sajawal, Badin), Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore)		
ITB 2.1	The Borrower is: <i>Government of Sindh/Pakistan</i>		
	Loan or Financing Agreement amount: 154 million USD		
	The name of the Project: Sindh Early Learning Enhancement through Classroom Transformation SELECT.		
	Administrative department: Reform Support Unit (RSU),		
	Project Management Implementation Unit (PMIU) School Education &Literacy Department		
ITB 4.1	Maximum number of members in the JV shall be: Two (02)		

30 Section II Bid Data Sheet

ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.	
	B. Contents of Bidding Documents	
ITB 7.1	For Clarification of Bid purposes only, the Employer's address: (Junaid Hameed Samo) Chief Program Manager Project Management & Implementation Unit (PMIU) Reform Support Unit (RSU), SELECT School Education & Literacy Department, Govt of Sindh Building No.47-E/1, 48th Street, Block -06 PECHS. Near Nursery Shahrah-e-Faisal, Karachi	
	Tel:+92 021 34304441 & 34320241-5, UAN No: 021-111-735-328, E-mail: info@rsu.sindh.gov, pmiuselect.seld@gmail.com, Website: www.rsu-sindh.gov.pk	
	Requests for clarification should be received by the Purchaser no later than: [07 days] prior to the deadline for bid submission.	
	C. Preparation of Bids	
ITB 10.1	The language of the Bid is: "English". All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.	
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid: N/A	
ITB 13.1	Alternative Bids shall not be considered.	
ITB 14.5	The prices quoted by the Bidder " shall not be " subject to adjustment during the performance of the Contract.	
ITB 14.6	N/A	
ITB 14.7	The Incoterms edition is 2020 edition	
ITB 14.8 (b) (i) and (c) (v)	N/A	

ITB	14.8	(a)
(iii)		

"Final destination (Project Site)": **The details of Districts and Nos are as under:**

LOT-1

		Level Wise Schools		
			Elementar	
#	District	Primary	У	Total School
1	Mirpurkhas	1195	27	1222
2	Tando Muhammad Khan	643	11	654
3	Badin	1458	18	1476
4	Matiari	634	19	653
5	Thatta	925	3	928
6	Sujawal	1143	3	1146
	Total	5998	81	6079

LOT-2

		Level Wise Schools		
#	District	Primary	Elementary	Total School
1	Ghotki	981	33	1014
2	Kashmore	728	18	746
3	Jacobabad	873	4	877
	Kambar-			
4	Shahdadkot	983	13	996
5	Shikarpur	858	15	873
6	Sujawal	1143	3	1146
Total		5566	86	5652

The detail list of schools are provided in attached Annexure-I

ITB 15.1	The Bidder "is" required to quote in the currency of the Purchaser's Country
	the portion of the bid price that corresponds to expenditures incurred in that
	currency.

ITB 17.2 (a)	Copyright's authorization is: required
ITB 17.2 (b)	After sales service is: not required
ITB 18.1	The bid shall be valid until 90 days

ITB 18.3 (a) N/A

ITB 19.1	A Bid Security shall be required. 2% of Bid Amount in favor of PMIU SELECT. The bid security for each LOT will be submitted separately
ITB 19.3 (a)	Only Bank Guarantee from scheduled bank on the attached prescribed format is acceptable
ITB 19.3 (d)	Other types of acceptable securities "Call Deposit Receipt (CDR)"
ITB 19.9	N/A
ITB 20.1	In addition to the original of the bid, the number of copies is: Two (02) copies
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Authorization letter issued from the owner/ proprietor of the firm.
	D. Submission and Opening of Bids
ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is:
	(Junaid Hameed Samo) Chief Program Manager Project Management & Implementation Unit (PMIU) Reform Support Unit (RSU), SELECT School Education & Literacy Department, Govt of Sindh 1st floor Board Room, Building No.47-E/1, 48th Street, Block -06 PECHS. Near Nursery Shahrah-e-Faisal, Karachi Tel:+92 021 34304441 & 34320241-5, UAN No: 021-111-735-328, E-mail: info@rsu.sindh.gov,pmiuselect.seld@gmail.com The deadline for Bid submission is: Date: Thursday 12th September, 2024 Time: 2:00 PM
ITB 25.1	The Bid opening shall take place at: Street Address: Project Management Implementation Unit (PMIU). PK SELECT SELECT School Education & Literacy Department, Govt of Sindh 1st floor Board Room, Building No.47-E/1, 48th Street, Block -06 PECHS. Near Nursery Shahrah-e-Faisal, Karachi Tel:+92 021 34304441 & 34320241-5, UAN No: 021-111-735-328, E-mail: info@rsu.sindh.gov, pmiuselect.seld@gmail.com

	Date: Thursday 12 th September, 2024 Time: 2:00 PM
ITB 25.3	The letter of bid and Summary Price schedule shall be initialed by all members of The Bid Opening Committee.
	E. Evaluation and Comparison of Bids
ITB 32.1	Currency of the purchaser's country, i.e., Pakistani Rupee [PKR].
	The source of foreign currency exchange rate is State Bank of Pakistan .
	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Pakistani Rupee [PKR]
	The source of selling exchange rate shall be: State Bank of Pakistan , www.sbp.org.pk
	The date and time for the selling exchange rate shall be: 15 days prior to bid opening date .
ITB 33.1	A margin of domestic preference "shall not" apply
ITB 34.2(a)	Evaluation will be done for the Procurement of Teaching and learning Material printing for Grades 1 to 2, for Lot-1- Districts (Mirpurkhas, Thatta, TMK, Matiari, Sajawal, Badin), Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore). Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: <i>No</i> .
	(b) Deviation in payment schedule: <i>No</i>

	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: [10 % percentage]
	The maximum percentage by which quantities may be decreased is: [10% percentage]

Section III. Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)- Not Applicable

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above.

2. Evaluation of Quality and Cost (ITB 34)- Not Applicable

2.1 Without prejudice to the provisions of ITB Clause 34, the Purchaser's evaluation of manuscripts will take into account both quality and cost factors as indicated in (a) and (b) below.

[The Purchaser should take into account the following when preparing the evaluation criteria:

- When Manuscript, Publishing and Manufacturing are contracted under a single contract, the evaluation of quality factors shall **only** apply to manuscripts.
- Bulk purchase of Textbooks and Reading Materials without alteration (off-the-shelf) should be contracted from the book consolidator wholesaler whose bid of catalogue books on the Purchaser's list is the lowest evaluated, in accordance with ITB Clauses 14.8 and 34.6.
- Services for Manuscript and Publishing, or Publishing services alone, may be hired as consulting services using the Standard Request for Proposals. The evaluation criteria below may be used to evaluate the manuscript part of the proposal **only**.
- When Publishing and Manufacturing are contracted under a single contract, or Manufacturing is contracted separately, quality should not be evaluated.
- The supply of production inputs and distribution services should be evaluated on the basis of price only, without taking quality into account.

(a) Quality Evaluation Factors

- (i) Conformity to the Curriculum
- (ii) Content
- (iii) Level of Language
- (iv) Pedagogical Method
- (v) Teacher Support
- (vi) Presentation and Design
- (vii) Illustrations

(b) Cost Evaluation Factors

- (i) Deviations in the delivery schedule offered in the bid with respect to that specified in the Bidding Documents; and
- (ii) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.2 Quality evaluation. The factors indicated in 1.1 (a) above should be evaluated as follows:

Criteria/Factor	Maximum Points
1. Conformity to the Curriculum	5-10
Conformity of the material to the requirements of the current curriculum	
2. Content	10-40
Accuracy and appropriateness of the factual content of the manuscript	
3. Level of language	5-10
Accessibility of the level of language to the pupils of the Grade for which the text is intended and extent of help to improve pupil's understanding and use of language	
4. Pedagogical Method	10-40
Appropriateness of the pedagogical method to classroom circumstances and pupil needs and usefulness of the exercises, tasks and evaluation and testing materials	
5. Teacher Support (Teacher's Guide)	5-10
Appropriateness of the Teacher's Guide in providing good guidance to the curriculum; helping with lesson planning; giving notes on each individual lesson; helping with devising project work, homework, testing and evaluations	
6. Presentation and design	5-10
Quality of the following aspects in relation to the pedagogic needs of the text and the motivation of the pupils	
Page layout	
Size and style of fonts used	
General 'readability'	
Spacing, margins, 'signposting,' clarity of impression	
7. Illustrations	5-10
Quality of the illustrations and their relevance to the content and pedagogical intent of the text	
Standard of illustrations	
Accuracy of illustrations	
Style of illustrations	
Relationship between text and illustrations	
Total Maximum Points	100

2.3 Evaluation of Cost

The criteria indicated in 1.1 (b) above shall be evaluated as follows:

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule. [insert one of the following]
 - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall 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 Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

(ii) The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, 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 the SCC, at the rate per annum specified in BDS 34.6 (b).

2.4 The Evaluated Bid Score

An evaluated Bid Score (B_i) will be calculated for each responsive bid using the following formula, which permits a comprehensive combined assessment of the Bid Price and the quality (technical merits) of each bid.

$$B_{i} = \frac{C_{lowest}}{C_{i}} X + T_{i} (1 - X)$$

Where

C_i = Evaluated Bid Price

C_{lowest} = the lowest of all Evaluated Bid Prices

T_i = the total Technical Points awarded to the bid

X = weight for the Price [insert a number between 0.15 and 0.35]

The bid with the highest evaluated bid score (B) among responsive bids shall be termed the Lowest Evaluated Bid.

Technical/Quality evaluation

The Textbook Evaluation Board or its equivalent in the borrowing country will receive all Bids that are deemed responsive and assign them to the appropriate Subject Specialists Panel. The members of the Panel will evaluate each book in a Bid in terms of pedagogic quality, presentation and illustration using Factors 1 to 8 listed below. The table shows a range of points that may be allocated to each criteria on a scale from 1 to 100.

It is important to note that not all these criteria and weightings may be appropriate for all textbooks and Textbooks and Learning Materials in all borrowing countries. They should be considered as indicative and should be adapted as required.

Sample Rating Scale. The grades indicated in the table below are typical percentage ratings for each criteria/factor.

Typical Ratings for each Quality Grade			
Quality Grade Ratings			
Deficient	(D)	40%	
Satisfactory	(S)	65%	
Good	(G)	85%	
Very Good	(VG)	100%	

The Point System. The table below is a sample intended to illustrate the calculation of the final score.

Criteria/Factor (i from 1 to n)	Maximum Points (M _i)	Rating (D, S, G, VG) from 40% - 100% (R _i)	
n = 1			
n=2			
n = 3			
n = 4			
n = 5			
n = 6			
n = 7			
n = 8			
	Σ M _i =100 points		$T = \sum_{i=1}^{N} M_i \times R_i$

N = the number of categories

 $M_i = Maximum points of each category$

 R_i = Rating for each category

In order to successfully pass the Quality Evaluation stage, and therefore be considered technically responsive, each title in a Bid must score a minimum of 65 points.

Note:

Each title that has successfully passed the quality evaluation stage will be evaluated on the basis of a combined assessment of quality and price. If there is to be a Single Book Option (SBO) the title with the highest evaluated Bid Score will be considered as suitable for the award of a Contract by the Purchaser subject to the General and Specific Conditions of Contract. In the case of a Multiple Book Option (MBO) those titles from the highest evaluated score downwards will be considered as suitable until the required number of titles for the MBO is reached.

3. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.7
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot;
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"; and
 - (iii) the contract-award sequence that provides the lowest-evaluated combination of lots taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in Clause 5. Qualification hereafter.

4. Alternative Bids (ITB 13.1)- Not Applicable

An alternative if permitted under ITB 13.1, will be evaluated as follows:

5. Qualification (ITB 36)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(i) Eligibility

The Bidder shall furnish documentary evidence to demonstrate that it meets the following Eligibility requirement(s):

Factor			(1) Eligibilit	ty		
		Crit	eria			
			Bio	lder		
Sub-Factor		Single Entity	Joint Vent	ure (existing or	intended)	Documentation
	Requirement		All	Each	At least one	Required
			members combined	member	member	
i. Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N / A	Must meet requirement	N/A	Bidder Information Form (Single, JV)
ii. Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid
iii. Bank Eligibility	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requirement	N/A	Must meet requirement	N / A	Letter of Bid
iv. United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid

(ii) Experience

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

	Factor			ii- Experien	ce		
			Cr	iteria			
				Bid	der		
	Sub-Factor	Requirement		Joint Vent	ure (existing or i	ntended)	Documentation
		Requirement	Single Entity	All members combined	Each member	At least one member	- Required
1.	General Experience	Minimum of 10 years in business operation prior to the date of bid submission with an important part of its business being the manufacturing/publisher of printed and bound printing materials.	Must meet requirement	N/A	Must meet requirement	N/A	List of Works with Supporting Work Orders/Purchase Orders
2.	Specific Experience	Experience as a Manufacturer/Publisher, Supplier in the capacity of a lead firm / JV Partner having satisfactorily completed at least the following specified contracts during last Five (05) years for the similar works (Publication of Printing books	requirement	Must meet	N/A	N/A	List of Works with Supporting Work Orders/Purchase Orders

Materials) having a minim value of contracts specification below for each LOT;			
Lot-1: an aggregate value of contracts of Rs. 450 Million i one year over a period of five years, with at least one cont of a minimum of Rs. 250 Million & Lot-2: an aggregate value of contracts of Rs. 350 Million i one year over a period of five years, with at least one contract of a minimum of Rs 200 Million.	act on.		

iii) Financial Capability

Factor		iii- Fi	nancial Capa	bility		
		CRITER	RIA			
			Bid	der		Dogumentation
Sub-Factor	Bt		Joint Vent	ure (existing or i	ntended)	Documentation Required
	Requirement	Single Entity	All members combined	Each member	At least one member	

1.	Financial Capabilities	Submission of Audited Balance Sheets acceptable to the Purchaser, for the last three (03) years [2022-23, 2021-22, & 2020-21] to demonstrate the Bidders financial position and current financial soundness with prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Audited Statements of last three years,
2.	Average Annual Turnover	Minimum Average Annual Turnover of for LOT-1-PKR. 500 Million (Five Hundred Million), & LOT-2- PKR 400 Million (Four Hundred Million), calculated as total certified payments received for contracts (Goods) in progress and/or completed within the last 03 years (2023, 2022, 2021), divided by 03 years.	Must meet requirement	Must meet requirement	N/A	N/A	Audited Statements of last three years, & supporting documents

Factor		Financial	Capability			
			CRITERIA			
			Bid	der		Documentation
Sub-Factor	Requirement		Joint Ventu	re (existing or in	itended)	Required
	Requirement	Single Entity	All members combined	Each member	At least one member	
3. Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, Financial Soundness Certificate and other financial means, other than any contractual advance payments, to perform the proposed contract. It must demonstrate available cash flow arrangements for each lot: PKR 100 million for Lot-1 & PKR 75 Million for Lot-2	Must meet requirement	Must meet requirement	N/A	N/A	Bank Credit Lines/Current Bank Statement

b) If Bidder is not a manufacturer

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Copyright Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii).

(c) At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations

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Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: [insert date (as day, month and year) of Bid Submission]

RFB No.: [insert number of bidding process]
Invitation for Bid No.: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4:
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Services: [insert a brief description of the Goods and Related Services];
- (f) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (g) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: [Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (h) Our bid shall be valid for a period of [specify the number of calendar days] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (k) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name o	f Recipient	Address	Reason	Amount

¹ Bidder to use as appropriate

-

(If none has been paid or is to be paid, indicate "none.")

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* [insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

- *: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
- **: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

RFB No.: [insert number of bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative]
Page of pages
1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information
Name: [insert Authorized Representative's name]
Address: [insert Authorized Representative's Address]
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]
Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents]
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.
☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:
 Legal and financial autonomy Operation under commercial law Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: [insert date (as day, month and year) of Bid Submission]

RFB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

	Alternative two [insert taentification two if this is a Bia for an atternative]
	Page of pages
1.	Bidder's Name: [insert Bidder's legal name]
2.	Bidder's JV Member's name: [insert JV's Member legal name]
	Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4.	Bidder's JV Member's year of registration: [insert JV's Member year of registration]
	Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6.	Bidder's JV Member's authorized representative information
Nan	ne: [insert name of JV's Member authorized representative]
Add	ress: [insert address of JV's Member authorized representative]
	ephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]
Ema	ail Address: [insert email address of JV's Member authorized representative]
7.	Attached are copies of original documents of [check the box(es) of the attached original documents]
	Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
	In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. In	cluded are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration Form

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's or Subcontractor's Name: [insert full name]

RFB No. and title: [insert RFB number and title]

Page [insert page number] of [insert total number] pages

	in accordance with Section III, Qualification Criteria, and Requirements
We:	
	(a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
	(b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
	(c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.

Price Schedule Forms

Price Schedule: Textbooks Manufactured in the Purchaser's Country

LOT-1 - Districts (Mirpurkhas, Thatta, TMK, Matiari, Sajawal, Badin),

	Purchaser's C	Country		(Group A and B bids) Currencies in accordance with ITB 15			Date: RFB No:PK-RSU-SINDH-439700-GO-RFB Alternative No: Page N° of	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]

	URDU BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.				
	Grade-1- URDU- Book Names				
1	ابو	2550			
2	مجھے آتا ہے	2550			
3	یہ کس کی ٹانگیں ہیں؟	2550			
4	یہ کس کے کان ہیں؟	2550			
5	کس نے کتاب پڑھی	2550			
6	یہ کون سا پھل ہے؟	2550			
7	آپا اور بے بی	2550			
8	کون کہاں رہتا ہے؟	2550			
9	ناظم اور نازیم	2550			
10	طاہر کا طوطا	2550			
11	ہار سے جیت	2550			
12	رنگ دار بَرتَن	2550			

П	¬ =		1	Τ	I
13	دانتوں کی حفاظت	2550			
14	سفرى احتياط	2550			
15	آئیں دادا سے کہانی سنیں	2550			
16	دادا اور دادی کو روکو	2550			
17	درخت کی کہائی	2550			
18	آؤ ماحول کو صاف بنائیں	2550			
19	فاطمہ جناح	2550			
20	اپنا خیال کے سے رکھیں؟	2550			
21	کسان کی محنت	2550			
22	کهانا گهر	2550			
23	ہمارے کھیل	2550			
	Grade-2- URDU- Book Names				
24	احمد بطخ ا ور ٹوپی	2500			
25	یہ کون سا شہر ہے؟	2500			
26	ہم بڑے ہوکر ہوکر کیا بنیں گے؟	2500			
27	بھولو نے دکان چلائی	2500			
28	پهلکياں	2500			
29	لکڑی کا گھر	2500			
30	محنت کی کمائی	2500			

П	7 i				ı
31	میلے میں بھالو	2500			
32	گل شیر کی بلی	2500			
33	اچهی ساره	2500			
34	ننهّی پَری	2500			
35	نمک کا گھر	2500			
36	بھالو کی شامت	2500			
37	دادی جاواری	2500			
38	رانو کو بھی اِسکول جانا ہے	2500			
39	شانو كا غُصّه	2500			
40	أداس باتهى	2500			
41	آؤ مل كر كهيليں	2500			
42	دو سوال	2500			
43	چِکی ، مِکی اور نِکی	2500			

	Grade-1- URDU-Book Names-Lesson Plan-Printing of Books Material having A-4 Size paper requirements; Inside: 80gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.				
44	Lesson Plan Grade-I Part 1	350			
45	Lesson Plan Grade-I Part 2	350			
	Grade-2- URDU- Book Names- Lesson Plan-				
46	Lesson Plan Grade- II Part 1	340			
47	Lesson Plan Grade- II Part 2	340			
48	Scope & sequence, Grade 1- Urdu	200			
49	Scope & sequence, Grade 2- Urdu	200			

		Total Price	

	Purchaser's C	ountry		(Group A and B bids) Currencies in accordance with ITB 15			Date:RFB No:PK-RSU-SINDH-439700-GO-RFBAlternative No: Page N° of		
1	2	3	4	5	6	7	8	9	
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)	
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]	

	SINDHI BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 80gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.				
	Grade-1- SINDHI- Book Names				
1	بابا	4785	0		
2	هي ڪنهن جون ٽنگون آهن	4785	0		
3	هي ڇا آهي	4785	0		
4	ڪير ڇا ڪندو آهي	4785	0		
5	ڪير ڪنهن جهڙو ناهي	4785	0		
6	ڪير ڪنهن کان ننڍو آهي ماڙي ۽ عينڪ پليٽ ۾ ڇا آهي	4785	0		
7	ماڙي ۽ عينڪ	4785	0		
8	پليٽ ۾ ڇا آهي	4785	0		

9	وڻ	47850			
10	واٽ تي ڇا آهي	47850			
11	درياھ جو داھون	47850			
12	ڏنارُ ۽ ڏوٻي ڏيڏرُ ۽ ڏينيو	47850			
13	حركتي ڇوكرو	47850			
14	ڄار ۽ ڄاهو	47850			
15	جهرڪي ۽ چنڊ	47850			
	تكل ركشا	47850			
17	خلقتهار	47850			
18	ڳوٺ جو ميلو	47850			
19	محترمه فاطمه جناح	47850			
20	مغرور چيتو	47850			
	Grade-2- SINDHI- Book Names				
21	اچو ته پيٽ ڪريون	43550			
22	ُ ڪريون احمد بدڪ ۽ ٽوپي	43550			
23	بلي ۽ بار	43550			

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24	ڇا بابت پر هان مان	43550			
25	چلهه جو ملهه	43550			
26	هاٿي جي دڪان	43550			
27	هي ڪنهن جون شيون آهن	43550			
28	اچو ته سڃاڻون	43550			
29	مون کي اچي ٿو	43550			
30	رستي تي ڇا آهي	43550			
31	اسان جي لائبري <i>ر ي</i>	43550			
32	چنڊ ۽ امان	43550			
33	چنڊ ڪنهن چوري ڪيو	43550			
34	حركتي ڇوكرو	43550			
	جهر ڪي ۽ جهاز	43550			
36	لغڙ	43550			
37	لومڙي جو اسڪول	43550			
38	مور جو کنڀ	43550			
39	پاڻي جي گدلاڻ	43550			

40	سچي خوشي	43550			
	Grade-1- SINDHI-Book Names- Lesson Plan- Printing of Books Material having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.				
41	Lesson Plan Grade- I Part 1	5300			
42	Lesson Plan Grade- I Part 2	5300			
	Grade-2- SINDHI- Book Names- Lesson Plan				
43	Lesson Plan Grade- II Part 1	5060			
44	Lesson Plan Grade- II Part 2	5060			
45	Scope & sequence, Grade 1- Sindhi	400			

Scope & sequence, Grade 2- Sindhi	400			
			Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Price Schedule: Textbooks Manufactured in the Purchaser's Country

LOT-2 - Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore)

	Purchaser's C	Country		Cı	`	p A and B bids) accordance with ITB 15	Date:RFB No:PK-RSU-SINDH-439700-GO-RFBAlternative No:Page N° of	
1	1 2 3 4				6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]

	URDU BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.				
	Grade-1- URDU- Book Names				
1	ابو	1700			
2	مجھے آتا ہے	1700			
3	یہ کس کی ٹانگیں ہیں؟	1700			
4	یہ کس کے کان ہیں؟	1700			
5	کس نے کتاب پڑھی	1700			
6	یہ کون سا پھل ہے؟	1700			
7	آپا اور ہے بی	1700			
8	کون کہاں رہتا ہے؟	1700			
9	ناظم اور نازیم	1700			
10	طاہر کا طوطا	1700			
11	ہار سے جیت	1700			
12	رنگ دار بَرتَن	1700			

13	دانتوں کی حفاظت	1700		
14	سفرى احتياط	1700		
15	آئیں دادا سے کہائی سنیں	1700		
16	دادا اور دادی کو روکو	1700		
17	درخت کی کہائی	1700		
18	آؤ ماحول کو صاف بنائیں	1700		
19	فاطمہ جناح	1700		
20	اپنا خیال کے سے رکھیں؟	1700		
21	کسان کی محنت	1700		
22	کهانا گهر	1700		
23	ہمارے کھیل	1700		
	Grade-2- URDU- Book Names			
24	احمد بطخ ا ور توپی	1600		
25	یہ کون سا شہر ہے؟	1600		
26	ہم بڑے ہوکر ہوکر کیا بنیں گے؟	1600		
27	بھولو نے دکان چلائی	1600		
28	پهلکیاں	1600		
29	لکڑی کاگھر	1600		
30	محنت کی کمائی	1600		

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31	میلے میں بھالو	1600		
32	گل شیر کی بلی	1600		
33	اچهی ساره	1600		
34	ننهّی پَری	1600		
35	نمک کا گهر	1600		
36	بهالو کی شامت	1600		
37	دادی جاواری	1600		
38	رانو کو بھی اِسکول جانا ہے	1600		
39	شانو کا غُصّہ	1600		
40	أداس باتهى	1600		
41	آؤ مل کر کھیلیں	1600		
42	دو سوال	1600		
43	چِکی ، مِکی اور نِکی	1600		

	Grade-1- URDU-Book Names-Lesson Plan-Printing of Books Material having A-4 Size paper requirements; Inside: 80gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.						
44	Lesson Plan Grade- I Part 1	240					
45	Lesson Plan Grade- I Part 2	240					
	Grade-2- URDU- Book Names- Lesson Plan-						
46	Lesson Plan Grade- II Part 1	235					
47	Lesson Plan Grade- II Part 2	235					
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	 Total Price	

	Purchaser's C	Country		Cı		up A and B bids) accordance with ITB 15	Date: RFB No:PK-RSU-SINDH-439700-GO- RFB Alternative No: Page N° of	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
	SINDHI BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.							

	Г			T n
	Grade-1- SINDHI- Book Names			
1	بابا	58275		
2	هي ڪنهن جون ٽنگون آهن	58275		
3	هي ڇا آهي	58275		
4	هي ڇا آهي ڪير ڇا ڪندو آهي	58275		
5	ڪير ڪنهن جهڙو ناهي	58275		
6	ڪير ڪنهن کان ننڍو آهي ماڙي ۽ عينڪ	58275		
7	ماڙي ۽ عينڪ	58275		
8	پليٽ ۾ ڇا آهي	58275		
9	وڻ	58275		
10	واٽ تي ڇا آهي	58275		
11	درياه جو داهون	58275		
12	ڏنارُ ۽ ڏوٻي ڏيڏرُ ۽ ڏينڀو	58275		
		58275		
14	حركتي ڇوكرو ڄار ۽ ڄاهو	58275		

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	جهرڪي ۽ چنڊ	58275		
	تكل ركشا	58275		
17	خلقتهار	58275		
18	ڳوٺ جو ميلو	58275		
19	محترمه فاطمه جناح	58275		
20	مغرور چيتو	58275		
	Grade-2- SINDHI- Book Names			
21	اچو ته پيٽ ڪريون	55025		
22	ُ ڪريون احمد بدڪ ۽ ٽوپي	55025		
23	ېلي ۽ ٻار	55025		
24	ڇا بابت پر هان مان	55025		
25	چلهه جو ملهه	55025		
26	هاٿي جي دڪان	55025		
27	هاٿي جي دڪان هي ڪنهن جون شيون آهن اچو ته سڃاڻون	55025		
28	اچو ته سڃاڻون	55025		

П					ı
29	مون کي اچي ٿو	55025			
	رستي تي ڇا آهي	55025			
31	اسان جي	55025			
	لائبرير <i>ي</i> ّ				
32	چنڊ ۽ امان	55025			
33	چنڊ ڪنهن چوري ڪيو	55025			
34	حركتي ڇوكرو	55025			
35	حرڪتي ڇوڪرو جهرڪي ۽ جهاز	55025			
36	لغڙ	55025			
37	لومڙ <i>ي</i> جو اسڪول	55025			
38	مور جو کنڀ	55025			
39	پاڻي جي گدلاڻ سچي خوشي	55025			
40	سچي خوشي	55025			

	Grade-1- SINDHI- Book Names- Lesson					
	Plan- Printing of Books Material					
	having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.					
41	Lesson Plan Grade- I Part 1	56	550			
42	Lesson Plan Grade- I Part 2	56	550			
	Grade-2- SINDHI- Book Names- Lesson Plan					
43	Lesson Plan Grade- II Part 1	54	160			
44	Lesson Plan Grade- II Part 2	54	160			
45	Scope & sequence, Grade 1- Sindhi					
46	Scope & sequence, Grade 2- Sindhi					

			Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Price and Completion Schedule - Related Services

Lot-1:

Currencies in accordance with ITB 15				vith ITB 15	Date:		
1	1 2 3 4 5			6	7		
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)	
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]	
The bidder required to supply the sets of book to each school identified in the list attached as Annexure-I-							
	Lot-1- Districts (Mirpurkhas, Thatta, TMK, Mitiari, Sajawal, Badin)	Pakistan					
1	Mirpurkhas		2 months	23308			
2	Thatha		2 months	15992			
3	Tando Muhammad Khan		2 months	12533			
4	Matiari		2 months	13256			
5	Sajawal		2 months	16739			
6	Badin		2 months	25113			

Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Price and Completion Schedule - Related Services

Lot-2:

Curr			furrencies in accordance with ITB 15			Date: RFB No:PK-RSU-SINDH-439700- GO-RFB Alternative No: Page N° of	
1	1 2 3 4 5			5	6	7	
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)	
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]	
	The bidder required to supply the sets of books to each school identified in the list attached as Annexure-I						
	Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore	Pakistan					
1	Qambar Shahdadkot		2 months	21708			
2	Sanghar		2 months	31088			
3	Ghotki		2 months	22028			
4	Shikarpur		2 months	19764			
5	Jacobabad		2 months	18067			
6	Kashmore		2 months	14966			

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	Total Did Drice	
	Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions

indicated.]
[Guarantor letterhead or SWIFT identifier code]
Beneficiary: [Purchaser to insert its name and address]
IFB No.: [Purchaser to insert reference number for the Invitation for Bids]
Alternative No.: [Insert identification No if this is a Bid for an alternative]
Date: [Insert date of issue]
BID GUARANTEE No.: [Insert guarantee reference number]
Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]
We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) of the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of under Invitation for Bids No ("the IFB").
Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.
At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of
(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand	Guarantees (URDG) 2010
Revision, ICC Publication No. 758.	

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]
BOND NO
BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], authorized to transact business in [name of country of Purchaser], as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Purchaser] as Obligee (hereinafter called "the Purchaser") in the sum of [amount of Bond] ² [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the day of, 20, for the supply of <i>[name of Contract]</i> (hereinafter called the "Bid").
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
(a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or
(b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.
then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.
IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this day of 20

The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

Section IV Bidding Form	Section	IV	Bidding	Form
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Principal: Corporate Seal (where appropriate)	Surety:	
(Signature)	(Signature)	

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]
Bid No.: [number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Purchaser]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder*		
Name of the person duly authorized to	sign the Bid on behalf of the Bidder**	
Title of the person signing the Bid		
Signature of the person named above		
Date signed	day of,	

^{*:} In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

Copyright's Authorization

[The Bidder shall require the Copyright Owner to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Copyright Owner and should be signed by a person with the proper authority to sign documents that are binding on the Copyright Owner.]

Date: [insert date (as day, month and year) of Bid Submission]

RFB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

WHEREAS

We ______ who are the copyright owner of the following textbook(s):
______ having offices at
_____ do hereby authorize ______ to submit a bid, the
purpose of which is to provide the following goods:
subsequently negotiate and sign the Contract with you for the above goods copyrighted by
us.

In accordance with Clause 29 of the General Conditions of Contract, we shall indemnify and
hold harmless the Purchaser and its employees and officers against all third party claims for
infringement of copyright arising from the use of the above textbook(s) or any part thereof in
the Purchaser's country.

Signed: [insert signature(s) of authorized representative(s) of the Copyright Owner]

Name: [insert complete name(s) of authorized representative(s) of the Copyright Owner]

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: None

Under ITB 4.7(b) and 5.1: None

Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

"Fraud and Corruption:

- 1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bankfinanced contracts.³ In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁴;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁵
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁶
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁷

In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁴ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁶ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(v) "obstructive practice" is:

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁸ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁹;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to

A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

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1. List of Textbooks and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

LOT-1:

Line	Description of Goods	Quantity	Physica	Final	Deliv	rms) Date	
Item N°			l unit	l unit (Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
	URDU BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.						
1	Grade-1- URDU- Book Names	2550	No.				
2	مجھے آتا ہے	2550	No.				

3	یہ کس کی ٹانگیں ہیں؟	2550	No			
	یہ کس کے کان ہیں؟	2550	No			
5	کس نے کتاب پڑھی	2550	No			
	یہ کون سا پھل ہے؟	2550	No			
	آپا اور بے بی	2550	No			
8	کون کہاں رہتا ہے؟	2550	No			
	ناظم اور نازیم	2550	No			
	طاہر کا طوطا	2550	No			
11	ہار سے جیت رنگ دار بَرتَن	2550	No			
	رنگ دار بَرتَن	2550	No			
	دانتوں ک <i>ی</i> حفاظت	2550	No			
14	سفری احتیاط	2550	No			
15	آئیں دادا سے کہانی سنیں	2550	No			
	دادا اور دادی کو روکو	2550	No			
	درخت کی کہائی	2550	No			
	آؤ ماحول كو صاف بنائيں	2550	No			
19	فاطمہ جناح	2550	No			
	اپنا خیال کے سے رکھیں؟	2550	No			
	کسان کی محنت	2550	No			
	کهانا گهر	2550	No			
23	ہمارے کھیل	2550	No			
	Grade-2- URDU- Book Names		No			
24	احمد بطخ ا ور ٹوپی	2500	No			
25	یہ کون سا شہر ہے؟	2500	No			
26	ہم بڑے ہوکر ہوکر کیا بنیں گے؟	2500	No			
27	بھولو نے دکان چلائی	2500	No			
28	پهلکياں	2500	No			
29	لکڑی کا گھر	2500	No			
30	محنت کی کمائی	2500	No			
31	میلے میں بھالو	2500	No			
32	<u>کے یہ ۱۹۰۰</u> گل شیر کی بلی	2500	No			
33	اچهی ساره	2500	No			
l	J 60 4			I		1

34	ننهّی پَری	2500	No			
35	نمک کا گھر	2500	No			
36	بهالو کی شامت	2500	No			
37	دادی جاواری	2500	No			
38	رانو کو بھی اِسکول جانا ہے	2500	No			
39	شاثو کا غُصّہ	2500	No			
40	أداس باتهى	2500	No			
41	آؤ مل کر کھیلیں	2500	No			
42	دو سوال	2500	No			
43	چکی ، مِکی اور نِکی	2500	No			
	Grade-1- URDU- Book Names- Lesson Plan- Printing of Books Material having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.		No			
44	Lesson Plan Grade-I Part 1	350	No			
45	Lesson Plan Grade-I Part 2	350	No			
	Grade-2- URDU- Book Names- Lesson Plan-		No			
46	Lesson Plan Grade-II Part 1	350	No			
47	Lesson Plan Grade-II Part 2	350	No			
48	Scope & sequence, Grade 1- Urdu	300	No			
49	Scope & sequence, Grade 2- Urdu	300	No			

Line	Description of Goods	Quantity	Physica	Final	Delivery (as per Incoterms) Date			
Item N°		l unit	l unit	(Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]	
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	
	SINDHI BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.							
1	Grade-1- SINDHI- Book Names	47850	No					
2		47850	No					
3	هي ڪنهن جون ٽنگون آهن هي ڇا آهي	47850	No					
4	ڪبر جا ڪندو آهي	47850	No					
5	ڪير ڇا ڪندو آهي ڪير ڪنهن جهڙو ناهي	47850	No					
6	كير كنهن كان ننڍو آهي	47850	No					
7	ماڙي ۽ عينڪ	47850	No					
8	پليٽ ۾ ڇا آهي	47850	No					
9	وڻ	47850	No					

10	١٠٠١ - ١١٠	47850	No		
	واٽ تي ڇا آهي				
11	درياه جو داهون	47850	No		
12	ڌنارُ ۽ ڌوٻي ڏيڏرُ ۽ ڏينڀو	47850	No		
13	حركتي ڇوكرو	47850	No		
14	ڄار ۽ ڄاهو	47850	No		
15	جهركي ۽ چنڊ	47850	No		
16	تکل ر کشا	47850	No		
17	خلقتهار	47850	No		
18	ڳوٺ جو ميلو	47850	No		
19	محترمه فاطمه جناح	47850	No		
20	مغرور چيتو	47850	No		
	Grade-2- SINDHI- Book Names		No		
21	اچو ته پيٽ ڪريون	43550	No		
22	احمد بدّڪ ۽ ٽوپي	43550	No		
23	ېلى ۽ بار	43550	No		
24	ڇا بابت پر هان مان	43550	No		
25	چله جو ملهه	43550	No		
26	هاٿي جي دڪان	43550	No		
27	هي ڪنهن جون شيون آهن	43550	No		
28	اچو ته سڃاڻون	43550	No		
29	مون کي اچي ٿو	43550	No		
30	رستي تي ڇا آهي	43550	No		
31	اسان جي لأئبريري	43550	No		
32	چنڊ ۽ امان	43550	No		
33	چنڊ ڪنهن چوري ڪيو	43550	No		
34	حركتي ڇوكرو	43550	No		

35	جهر ڪي ۽ جهاز	43550	No			
36	لغرّ	43550	No			
37	لومڙي جو اسڪول	43550	No			
38	مور جو کنپ	43550	No			
39	مور جو کنڀ پاڻي جي گدلاڻ	43550	No			
40	سچي خوشي	43550	No			
	Grade-1- SINDHI- Book Names- Lesson Plan- Printing of Books Material having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.		No			
41	Lesson Plan Grade-I Part 1	5300	No			
42	Lesson Plan Grade-I Part 2	5300	No			
	Grade-2- SINDHI- Book Names- Lesson Plan		No			
43	Lesson Plan Grade-II Part 1	5300	No			
44	Lesson Plan Grade-II Part 2	5300	No			
45	Scope & sequence, Grade 1- Sindhi	400	No			
46	Scope & sequence, Grade 2- Sindhi	400	No			

1. List of Textbooks and Delivery Schedule

LOT-2:

Line	Description of Goods	Quantity	Physica	Final	Deli	very (as per Incote	rms) Date
Item N°			l unit	(Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
	URDU BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.		,				
	Grade-1- URDU- Book Names						
1	ابو	1700	No.				
2	مجھے آتا ہے	1700	No				
3	مجھے آتا ہے یہ کس کی ٹانگیں ہیں؟	1700	No				
4	یہ کس کے کان ہیں؟	1700	No				

5	کس نے کتاب پڑھی	1700	No
6	یہ کون سا پھل ہے؟	1700	No
7	آپا اور بے بی	1700	No No
8	کون کہاں رہتا ہے؟	1700	No No
9	ناظم اور نازیہ	1700	No No
10	طاہر کا طوطا	1700	No No
11	ہار سے جیت	1700	No
12	رنگ دار بَرتَن	1700	No
13	دانتوں کی حفاظت	1700	No
14	سفرى احتياط	1700	No
15	آئیں دادا سے کہائی سنیں	1700	No
16	دادا اور دادی کو روکو	1700	No
17	درخت کی کہانی	1700	No
18	آؤ ماحول كو صاف بنائيں	1700	No
19	فاطمہ جناح	1700	No
20	اپنا خیال کے سے رکھیں؟	1700	No
21	کسان کی محنت	1700	No
22	کهاتا گهر	1700	No
23	ہمارے کھیل	1700	No
	Grade-2- URDU- Book Names		No
24	احمد بطخ ا ور ٹوپی	1600	No
25	یہ کون سا شہر ہے؟	1600	No
26	ہم بڑے ہوکر ہوکر کیا بنیں گے؟	1600	No No
27	بھولو نے دکان چلائی	1600	No No
28	بهلكيان	1600	No
29	لکڑی کا گھر	1600	No
30	محنت کی کمائی	1600	No
31	میلے میں بھالو	1600	No
32	گل شیر کی بلی	1600	No
33	اچهی ساره	1600	No
34	ننهی پَری	1600	No No
35	نمک کا گهر	1600	No No

36	بھالو کی شامت	1600	No			
37	دادی جاواری	1600	No			
38	رانو کو بھی اِسکول جانا ہے	1600	No			
39	شانو کا غُصّہ	1600	No			
40	أداس باتهى	1600	No			
41	آؤ مل کر کھیلیں	1600	No			
42	دو سوال	1600	No			
43	چکی ، مِکی اور نِکی	1600	No			
	Grade-1- URDU- Book Names- Lesson Plan- Printing of Books Material having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.		No			
44	Lesson Plan Grade-I Part 1	250	No			
45	Lesson Plan Grade-I Part 2	250	No			
	Grade-2- URDU- Book Names- Lesson Plan-		No			
46	Lesson Plan Grade-II Part 1	250	No			
47	Lesson Plan Grade-II Part 2	250	No			
48	Scope & sequence, Grade 1- Urdu		No			Covered in PMIU
49	Scope & sequence, Grade 2- Urdu		No			

	Description of Goods	Quantity			Delivery (as per Incoterms) Date
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Line Item N°			Physica l unit	Final (Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
	SINDHI BOOKS- Printing of Books Material having A-4 Size paper requirements; Inside: 150gm Matt paper & Cover page: 250gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.						
1	Grade-1- SINDHI- Book Names	F007F	No				
2	بابا کنون مین ننگین آهن	58275 58275	No				
3	هي ڪنهن جون ٽنگون آهن هي ڇا آهي	58275	No				
4	ڪير ڇا ڪندو آهي	58275	No				
5	كير كنهن جهڙو ناهي	58275	No				
6	كير كنهن كان ننيو آهي	58275	No				
7	ماڙي ۽ عينڪ	58275	No				
8	پليٽ ۾ ڇا آهي	58275	No				
9	ول	58275	No				
10	واٽ تي ڇا آهي	58275	No				

11	J	58275	λ7 -		
11	درياھ جو داھون		No		
	ڌنارُ ۽ ڌوٻي ڏيڏرُ ۽ ڏينڀو	58275	No		
13	حرڪتي ڇوڪرو	58275	No		
14	ڄار ۽ ڄاهو	58275	No		
15	جهركي ۽ چنڊ	58275	No		
16	تْكل ركشا	58275	No		
17	خلقتهار	58275	No		
18	ڳوٺ جو ميلو	58275	No		
19	محترمة فاطمه جناح	58275	No		
20	مغرور چيتو	58275	No		
	Grade-2- SINDHI- Book Names		No		
21	اچو ته ڀيٽ ڪريون	55025	No		
22	احمد بدڪ ۽ ٽوپي	55025	No		
23	بلی ۽ بار	55025	No		
24	چا بابت پر هان مان	55025	No		
25	چلهه جو ملهه	55025	No		
26	هاٿي جي دڪان	55025	No		
27	هي ڪنهن جون شيون آهن	55025	No		
28	اچو ته سڃاڻون	55025	No		
29	مون کي اچي ٿو	55025	No		
30	رستي تي ڇا آهي	55025	No		
31	اسان جي لائبريري	55025	No		
32	چنڊ ۽ امان	55025	No		
33	چنڊ ڪنهن چُوري ڪيو	55025	No		
34	حركتي ڇوكرو	55025	No		
35	جهرڪي ۽ جهاز	55025	No		
	٠٥٠ - ١ - ١٥٠		1		

36	لغڙ	55025	No			
37	لومڙي جو اسڪول	55025	No			
38	مور جو کنپ	55025	No			
39	مور جو کنڀ پاڻي جي گدلاڻ	55025	No			
40	سچي خوشي	55025	No			
	Grade-1- SINDHI- Book Names- Lesson Plan- Printing of Books Material having A-4 Size paper requirements; Inside: 128gm Matt paper & Cover page: 300gm Art Paper. The required number of pages in each book referred in technical requirements. The following books will be printed.		No			
41	Lesson Plan Grade-I Part 1	5650	No			
42	Lesson Plan Grade-I Part 2	5650	No			
	Grade-2- SINDHI- Book Names- Lesson Plan		No			
43	Lesson Plan Grade-II Part 1	5650	No			
44	Lesson Plan Grade-II Part 2	5650	No			
45	Scope & sequence, Grade 1-Sindhi		No			
46	Scope & sequence, Grade 2- Sindhi		No			

2. List of Related Services and Completion Schedule

LOT-1

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
	The bidder required to supply the sets of books to each school identified in the list attached as Annexure-I-				
	Lot-1- Districts (Mirpurkhas, Thatta, TMK, Mitiari, Sajawal, Badin)				
1	Mirpurkhas	23308 Set	Nos.	List of Schools attached	02 months delivery time
2	Thatha	15992 Set	Nos.	List of Schools attached	02 months delivery time
3	Tando Muhammad Khan	12533 set	Nos.	List of Schools attached	02 months delivery time
4	Matiari	13256	Nos.	List of Schools attached	02 months delivery time

5	Sajawal	16739	Nos.	List of Schools attached	02 months delivery time
6	Badin	25113	Nos.	List of Schools attached	02 months delivery time
					-

^{1.} If applicable

LOT-2

Service	Description of Service	Quantity ¹	Quantity ¹ Physical Unit		Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
	The bidder required to supply the sets of books to each school identified in the list attached as Annexure-I				
	Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore				
1	Qambar Shahdadkot	21708	Nos.	List of Schools attached	02 months delivery time
2	Sanghar	31088	Nos.	List of Schools attached	02 months delivery time
3	Ghotki	22028	Nos.	List of Schools attached	02 months delivery time
4	Shikarpur	19764	Nos.	List of Schools attached	02 months delivery time
5	Jacobabad	18067	Nos.	List of Schools attached	02 months delivery time
6	Kashmore	14966	Nos.	List of Schools attached	02 months delivery time

^{1.} If applicable

3. Technical Specifications

					Sample books and	specification				
S. No.	Grade	Book Name	Size:	Pages:	Paper:	Printing a	Printing b	Lamination:	Binding:	Qty.
1	Grade 1	ابو	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
2	Grade 1	مجهے أتا بے	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
3	Grade 1	یہ کس کی ٹاٹگیں ہیں؟	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	pin	4250
4	Grade 1	یہ کس کے کان ہیں؟	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
5	Grade 1	کس نے کتاب پڑھی	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
6	Grade 1	یہ کون سا پھل ہے؟	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
7	Grade 1	آپا اور ہے ہی	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
8	Grade 1	کون کہاں رہتا ہے؟	A4	23	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
9	Grade 1	ناظم اور نازیہ	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
10	Grade 1	طاہر کا طوطا	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4250
21	Grade 1	ہار سے جیت	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
22	Grade 1	رنگ دار بَرتَن	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
23	Grade 1	دانتوں کی حفاظت	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
24	Grade 1	سفرى احتياط	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
25	Grade 1	آئیں دادا سے کہائی سٹیں	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
26	Grade 1	دادا اور دادی کو روکو	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
27	Grade 1	درخت کی کہائی	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
28	Grade 1	آق ماحول کو صاف بنانیں	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
29	Grade 1	فاطمہ جناح	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
30	Grade 1	اپنا خیال کے سے رکھیں؟	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
31	Grade 1	کسان کی محثت	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
32	Grade 1	كهاتا گهر	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
33	Grade 1	ہمارے کھیل	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4250
11	Grade 2	احمد بطخ ا ور ٹوپی	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
12	Grade 2	یہ کون ساشبر ہے؟	A4	24	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
13	Grade 2	ہم بڑے ہوکر ہوکر کیا ہنیں گے؟	A4	18	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
14	Grade 2	بھولو نے دکان چلانی	A4	17	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
15	Grade 2	پهلکیال	A4	18	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
16	Grade 2	ئىرى كاگهر	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	pin	4095
17	Grade 2	محنت کی کمائی	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
18	Grade 2	میلے میں بھالو	A4	14	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095

19	Grade 2	گل شیر کی بلی	A4	19	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
20	Grade 2	اچهى ساره	A4	16	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
34	Grade 2	نلهَی پَری	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
35	Grade 2	نمک کا گهر	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
36	Grade 2	بھالو کی شامت	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
37	Grade 2	دادی جاواری	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
38	Grade 2	رانو کو بھی اِسکول جاتا ہے	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
39	Grade 2	شاتو کا غُصَہ	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
40	Grade 2	أداس باتهى	A4	16	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	pin	4095
41	Grade 2	آق مل کر کھیلیں	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
42	Grade 2	دو سوال	A4	18	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095
43	Grade 2	چکی ، مِکی اور نِکی	A4	18	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	4095

S. No	Grade	Book Name	Size:	Pages:	Paper:	Printing a	Prinitng b	Lamination:	Binding:	Qyt.
1	Grade 1	-Lesson Plan Grade I Part 1	A4	250	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	1500
2	Grade 1	-Lesson Plan Grade I Part 2	A4	256	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	1500
3	Grade 2	-Lesson Plan Grade II Part 1	A4	269	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	1500
4	Grade 2	-Lesson Plan Grade II Part 2	A4	258	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	1500
6		,Scope & sequence Grade 1	A4	19	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	300
7	,	,Scope & sequence Grade 2	A4	19	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	pin	300

					Sample books and spe	citication				
S. No.	Grade	Book Name	Size:	Pages:	Paper:	Cover/Print A	Inside/Print b	Lamination:	Binding:	Qty.
1	Grade 1	بابا	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
2	Grade 1	هي ڪنهن جون ٽنگون آهن	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Color	Matt	Pin	106105
3	Grade 1	ھي ڇا آھي	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
4	Grade 1	ڪير ڇا ڪندو آهي	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
5	Grade 1	كير كهن جهڙو ناهي	A4	14	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
6	Grade 1	کیر کنهن کان ننڍو آهي	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106109
7	Grade 1	ماڙي ۽ عينڪ	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
8	Grade 1	پليٽ ۾ ڇا آهي	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover. 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
9	Grade 1	وڽ	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover. 4 Colors	Inside: 1+1 Color	Matt	Pin	10610
10	Grade 1	واٿ تي ڇا آهي	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	106105
11	Grade 1	درياھ جو داھون	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
12	Grade 1	تدارُ ۽ دَوٻي ٽيٽرُ ۽ ٽينڀو	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
13	Grade 1	حركتي چوكرو	A4	20	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
14	Grade 1	ڄار ۽ ڄاهو	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
15	Grade 1	جهرڪي ۽ چنڊ	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	10610
16	Grade 1	تكل ركشا	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
17	Grade 1	خلق ^ئ هار	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
18	Grade 1	ڳوٺ جو ميلو	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
19	Grade 1	محترمه فاطمه جناح	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
20	Grade 1	مغرور چیتو	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	106105
21	Grade 2	اچو ته ڀيٽ ڪريون	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
22	Grade 2	احمد بدڪ ۽ ٽوپي	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
23	Grade 2	ېلي ۽ پار	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover. 4 Colors	Inside: 1+1 Color	Matt	Pin	9855
24	Grade 2	ڇا بابت ڀر هان مان	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
25	Grade 2	چلهه جو ملهه	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98555
26	Grade 2	هاڻي جي دڪان	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
27	Grade 2	هي ڪنهن جون شيون آهن	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
28	Grade 2	اچو ته سجاثون	A4	13	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pîn	98555
29	Grade 2	مون کي اچي ٿو	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98558
30	Grade 2	رسٽي تي ڇا آهي	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Pin	98558
31	Grade 2	اسان جي لائبريري	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555
32	Grade 2	چنڊ ۽ امان	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98558
33	Grade 2	چنڊ ڪنهن چوري ڪيو	A4	10	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555

40	Grade 2	سچي خوشي	A4	11	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555
39	Grade 2	پاڻي جي گدلاڻ	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	9855
38	Grade 2	مور جو کنڀ	A4	9	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555
37	Grade 2	لومڙي جو اسڪول	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555
36	Grade 2	لغرّ	A4	15	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	98555
35	Grade 2	جهركي ۽ جهاز	A4	12	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	Pin	9855
34	Grade 2	حرڪني ڇوڪرو	A4	20	Inside: 150gm Matt Paper Cover: 250gm Art Card	Cover. 4 Colors	Inside: 4 Colors	Matt	Pin	9855

S. No	Grade	Book Name	Size:	Pages:	Paper:	Printing A	Printing B	Lamination:	Binding:	Qyt.
1	Grade 1	Scripted Lesson Plan Sindhi Grade-I Part 1	A4	251	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	11750
2	Grade 1	Scripted Lesson Plan Grade-I Part 2	A4	268	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	11750
3	Grade 2	Scripted Lesson Plan Sindhi Grade-II Part 1	A4	227	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	11750
4	Grade 2	Scripted Lesson Plan Grade-II Part 2	A4	223	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 1+1 Color	Matt	Hot Glue with pin	11750
6		,Scope & sequence Grade 1	A4	22	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	pin	40
7		,Scope & sequence Grade 2	A4	31	Inside: 128gm Matt Paper Cover: 300gm Art Card	Cover: 4 Colors	Inside: 4 Colors	Matt	pin	40

4. Inspections and Tests

The following inspections and tests shall be performed by the Technical Section to ensure the quality and reliability of printing and distribution of teaching and learning materials in large quantities:

- Before commencing full-scale printing, sample copies will be produced and submitted for approval to the PMIU SELECT.
- Verify the quality of paper, ink, and other materials used in printing to ensure they meet specified standards.
- Examine printed materials for clarity, color accuracy, and alignment to ensure legibility and professional presentation.
- Confirm that the correct number of pages is printed and bound for each book or material set.
- Assess the durability of bindings to ensure that books and materials withstand regular use without pages coming loose.
- Check packaging quality to ensure materials are protected during transportation and handling, preventing damage.
- Ensure that materials reach their destination intact and on time.
- Gather feedback from a sample group of end-users to ensure that the materials are user-friendly and effective for the intended educational purposes.
- Ensure all materials meet relevant safety and compliance standards, including educational regulations and guidelines.
- Verify that the quantities produced match the order specifications and that inventory records are accurate.

By performing these inspections and tests, the Technical Section can ensure the high quality and reliability of teaching and learning materials distributed in large quantities.

PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (e) "Day" means calendar day.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "GCC" means the General Conditions of Contract.
 - (h) "Goods" means all of the textbooks and reading materials, teacher's material, other production inputs such as paper that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**
 - (k) "Related Services" means manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing and the services incidental to the supply of the goods, such as insurance, transportation, training and other such obligations of the Supplier under the Contract.

- (l) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture

6.1 If the Supplier is a joint venture, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

- 10.1 The Purchaser 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.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 1.16 (e) of Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
 - (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

15 Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the 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 the **SCC**.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser

shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party unless otherwise specified in the **SCC**.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated

- to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
 - (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.
- 23.2 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 the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's

- Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the 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 those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the 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 **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.
- 29.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at

the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

1.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 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.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or

- revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to 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 Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Services to be provided by the Supplier.
- 33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as

practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or

remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX 1 Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption:

- 1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bankfinanced contracts. ¹⁰ In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹¹;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹²
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹³

In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹⁴
- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, ¹⁵ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated ¹⁶;

For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: [insert full name]

Date: [insert day, month, year]
Contract reference [insert contract reference]
Page [insert page number] of [insert total number] pages

SEA a	and/or SH Declaration
We:	
☐ (a) have not been subject to disqualification	on by the Bank for non-compliance with SEA/SH obligation
☐ (b) are subject to disqualification by the B	ank for non-compliance with SEA/ SH obligations.
	the Bank for non-compliance with SEA/SH obligations, and arbitral award on the disqualification case has been made
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	of an arbitral award reversing the findings on the issues
Period of disqualification: From:	To:
Name of the Subcontractor	
Name of the person duly authorized to sig	gn on behalf of the Subcontractor
Title of the person signing on behalf of th	e Subcontractor
Signature of the person named above	
Date signed	,,,
Countersignature of authorized representations Signature:	
Data signed	day of

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Pakistan						
	, and the second						
GCC 1.1(j)	The Purchaser is: Project Name: Sindh Early Learning Enhancement through Classroom Transformation (SELECT) World Bank Funded Project Administrative Department: School Education & Literacy Department (SE&LD), Government of Sindh, Project Management and Implementation Unit (PMIU) at Reform Support Unit (RSU).						
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: Sindh (The list of Schools are Attached in Annexure-I- Lot-1- Districts (Mirpurkhas, Thatta, TMK, Mitiari, Sajawal, Badin) Lot-2- Districts (QSK, Sanghar, Ghotki, Shikarpur, Jacobabad, Kashmore)						
GCC 1.1 (p)	The term SEA/SH , where used in the Contract, has the following meaning:						
	• "Sexual Exploitation and Abuse" "(SEA)" means the following:						
	Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.						
	Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.						
	• "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, or employer's personnel.						
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Incoterms 2020 Edition						

GCC 4.2 (b)	The version edition of Incoterms shall be 2020 Edition.									
GCC 5.1	The language shall be: English									
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be:									
	Attention: Mr.Junaid Hameed Samo sb									
	Madam Eruma Ismail Rind									
	Address: Project Management & Implementation Unit (PMIU),									
	Reform Support Unit (RSU), SELD, Government of Sindh									
	Building No.47-E/1 -48TH Street, Block -06 PECHS. Nursery									
	Shahrah-e-Faisal,									
	City: Karachi									
	ZIP Code: 75400									
	Country: Pakistan									
	Tel:+92 21 34320241-5									
	UAN NO:021-111-735-328									
	E-mail:pmiuselect.seld@gmail.com									
	Web page: https://rsu-sindh.gov.pk/select-project.php									
GCC 9.1	The governing law shall be the law of: Pakistan									
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:									
	(b) Contracts with Supplier national of the Purchaser's country:									
	In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.									
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are:									
	Negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc. The above documents shall be received by the Purchaser before arrival of the									
	Goods and, if not received, the Supplier will be responsible for any consequent expenses.									

GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.								
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:								
	Payment for Goods and Services supplied from within the Purchaser's country:								
	Payment for Goods and Services supplied from within the Purchaser's country shall be made in PKR, as follows for each LOT:								
	Advance Payment: Ten (10%) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser and valid till the Goods delivered.								
	* This advance payment will be offset by the Client in equal installments from subsequent payments (20% from payment (i) & 80% from payment (ii)), the advance payment will be fully recovered.								
	(i) On Purchase of Paper for Printing: Twenty (20%) percent of the Contract Price shall be paid on receipt of the request from Supplier upon the purchase of required printing papers supported by the documentary proof and upto the satisfaction of Purchaser.								
	(ii) On Delivery: Seventy (70%) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.								
	(iii) On Acceptance: The remaining ten (10%) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.								
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days.								
	The interest rate that shall be applied is KIBOR+2% .								
GCC 18.1	A Performance Security "shall be required".								
	"The amount of the Performance Security shall be: 10% of the Contract Price".								

GCC 18.3	The Performance Security shall be in the form of: a Bank Guarantee.
	The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price
GCC 18.4	Discharge of the Performance Security shall take place: 28 Days after the acceptance of Goods.
GCC 19.1	The copyright of the manuscript and artwork shall remain vested in [School Education & Literacy Department, Government of Sindh].
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: The packaging of each book set will be Grade wise like 20 books for Grade -1 for Sindhi will be in one package and similarly follow for the other required set of books.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms
GCC 25.1	Responsibility for transportation of the Goods shall be as follow:
	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country as specified in GCC 1.1(o), 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.
GCC 26.1	The inspections and tests shall be as per the details mentioned in the specification.
GCC 26.2	The Inspections and tests shall be conducted at: Project Management & Implementation Unit (PMIU), Reform Support Unit (RSU), SELD, Government of Sindh Building No.47-E/1 -48 TH Street, Block -06 PECHS. Nursery Shahrah-e-Faisal, City: Karachi ZIP Code: 75400 Country: Pakistan
GCC 27.1	The liquidated damage shall be: 0.1 % per delayed day.
GCC 27.1	The maximum amount of liquidated damages shall be:10%
GCC 28.3	If damaged printed books material delivered at the final destination, the supplier will replace the same within one month. For purposes of the Warranty, the place(s) of final destination(s) shall be:

	Project Management & Implementation Unit (PMIU), Reform Support Unit (RSU), SELD, Government of Sindh Building No.47-E/1 -48 TH Street, Block -06 PECHS. Nursery Shahrah-e-Faisal, City: Karachi ZIP Code: 75400 Country: Pakistan
GCC 28.5	The period for repair or replacement shall be: 15 days.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 [a + \underline{bL}_1 + \underline{cM}_1] - P_0$$

 $L_0 M_0$

$$a+b+c=1$$

in which:

 P_1 = adjustment amount payable to the Supplier.

 P_0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract

Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.

 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin

on the base date and date for adjustment, respectively.

 M_0 , M_1 = *material indices for the major raw material on the base date and date for

adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:

a = [insert value of coefficient]b= [insert value of coefficient]c= [insert value of coefficient]

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely

- responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P₀ is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date] [o: [name and address of the Supplier]
Subject: Notification of Award Contract No
This is to notify you that your Bid dated [insert date] for execution of the
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.
Authorized Signature:

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), of the one part, and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedules)
 - (g) any other document listed in GCC as forming part of the Contract
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser 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 the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

This guarantee shall expire, no later than the Day of, 2... ², and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response

This guarantee is	, subj	ject to	the Ur	niforr	n Rı	ıles for Den	nand Guara	antees	(URDG)	2010	Re	vision,
ICC Publication	No.	758,	except	that	the	supporting	statement	under	Article	15(a)	is	hereby
excluded.												

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_______) [insert amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

ANNEXURE-I- THE LIST OF SCHOOLS