



# **STANDARD BIDDING DOCUMENTS**



## **PROCUREMENT OF SECURITY LABELS FOR THE ACADEMIC SESSION 2019-20**

**FOR**

**SINGLE TEXTBOOKS/PRACTICAL NOTE  
BOOKS**

**PUNJAB CURRICULUM AND TEXTBOOK BOARD  
21/E-II, GULBERG-III, LAHORE**

**Price Rs.1,000/-**  
(Rupees one thousand only)



## TABLE OF CONTENTS

Description	Pages
<b>Summary Description</b>	3-4
<b>PART 1 – Bidding Procedures</b>	5
<b>Section-I.</b> Instructions to Bidders (ITB)	6 – 15
<b>Section-II.</b> Bid Data Sheet	16 – 19
<b>Section-III.</b> Evaluation and Qualification Criteria	20 – 21
Technical Bid Proforma	22 – 26
Lowest Evaluated Bid Criteria	27
<b>Section-IV.</b> Bidding Forms	28
Bidder Information Sheet	29-30
Party to JV Information Sheet	31
Bid Submission Sheet	32-33
Financial Bid Proforma	34-35
<b>PART 2 – Supply Requirements</b>	36
<b>Section-V.</b> Schedule of Requirements	37
Technical Specifications	38-39
Schedule of Requirements (Annexure “A”)	40
Schedule of Delivery for Security Labels (Annexure “B”)	41
<b>PART 3 – Contract</b>	42
<b>Section VI.</b> General Conditions of Contract	43-51
<b>Section VII.</b> Special Conditions of Contract	52-53
<b>Section VIII.</b> Contract Forms	54
Contract Agreement	55-56
Performance Security	57
<b>Attachments</b>	58-64



## Summary Description

The use of this Standard Bidding Document (SBD) for Procurement of Security Labels for Single Textbooks applies when a prequalification process has not taken place before bidding. A brief description of these documents is given below.

### **SBD for Procurement of Security Labels for Single Textbooks/Practical Note Books**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I: Instructions to Bidders (ITB)**

This Section provides relevant 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 II. Bid Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

##### **Section III. Evaluation and Qualification Criteria**

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

##### **Section IV: Bidding Forms**

This Section contains the forms for the **Bid Submission Sheet, Price Schedules, Bid Security** to be submitted with the Bid.



## **PART 2 – SUPPLY REQUIREMENTS**

### **Section V. Schedule of Requirements**

This Section contains the List of Security Labels, the Delivery and Completion Schedules, the Technical Specifications that describe the Security Labels to be procured.

## **PART 3 – CONTRACT**

### **Section VI. General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts.

### **Section VII. Special Conditions of Contract (SCC)**

This Section contains clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

### **Section VIII: Contract Forms**

This Section contains the form for the **Agreement**, which, once completed, incorporates any corrections or modifications to the accepted bid relating to amendments permitted by the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for **Performance Security**, when required, shall only be completed by the successful Bidder after contract award.



## **PART 1 – BIDDING PROCEDURES**



## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 PCTB invites bids from security labels printing firms in the form of sole proprietor, company, consortium, association of persons (AOP) and Joint Venture (JV), group etc. for supply of Security Labels for the academic session 2019-20
  - 1.2 The self adhesive Security Labels will be printed on pure white 80 GSM paper and as per Technical Specifications given in Section-V "Supply Requirements".
- 2. Eligible Bidders**
  - 2.1 All Local & Foreign firms (with their production unit in Pakistan with good security arrangements) having minimum three years' experience of printing who fulfill the criteria as per Technical Bid will stand eligible for the bidding (Firms having specific experience of security labels will be preferred.
  - 2.2 The bidder should not have been blacklisted by any government, semi-government organization.



- 
- 3. Sections of Bidding Document**
- B. Contents of Bidding Document**
- 3.1 The Bidding Document 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 Clause 5.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
  - Section II. Bid Data Sheet (**BDS**)
  - Section III. Technical Evaluation & Qualification Criteria.
  - Section IV. Bidding Forms including Financial Bid Proforma.
- PART 2 Supply Requirements**
- Section V. Schedule of Requirements including Annexure “A” & “B”.
- PART 3 Contract**
- Section VI. General Conditions of Contract (GCC)
  - Section VII. Special Conditions of Contract (SCC)
  - Section VIII. Contract Forms
- 3.2 The Invitation for Bids issued by the Purchaser “Punjab Curriculum and Textbook Board” (PCTB) is not part of the Contract Agreement.
- 3.3 The PCTB is not responsible for the completeness of the Bidding Documents and their addenda, if they were not purchased directly from the PCTB on payment of Rs.1.000/- (non-refundable).
- 3.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.



- 4. Clarification of Bidding Documents**
- 4.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than seven (07) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. If the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 5 and Sub-Clause 15.2.
- 5. Amendment of Bidding Documents**
- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 5.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 5.3 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 Sub-Clause 15.2

### **C. Preparation of Bids**

- 6. Cost of Bidding**
- 6.1 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.
- 7. Documents Comprising the Bid**
- 7.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the Financial Bid in accordance with ITB Clause 8.
  - (b) Bid Security
  - (c) Technical Bid alongwith its attachment, GCC, BDS, SCC & bidding form Section IV.





- 
8. **Bid Submission Sheet and Price Schedules** 8.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
9. **Alternative Bids** 9.1 Unless otherwise indicated in the **SBD** alternative bids shall not be considered.
10. **Documents Establishing the Qualifications of the Bidder** 10.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated in Section III, Technical Evaluation and Qualification.
11. **Period of Validity of Bids** 11.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date i.e. **90 days** from the opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
12. **Bid Security** 12.1 Bid Security **@2 %** of total estimated value Rs. 7 Million in favour of PCTB Lahore in the shape of Pay Order / Bank Draft or CDR issued by any scheduled bank should be attached with the **Technical Bid** **Estimated Value is Rs.7 Million.**
- 12.2 ***Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 12.1 shall be rejected by the Purchaser as non-responsive.***
- 12.3 The Bid Security of successful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 26.1.
- 12.4 The Bid Security may be forfeited:  
(a) if a Bidder withdraws its bid during the period of bid validity specified in BDS.  
(b) if the successful Bidder fails to:  
(i) sign the Contract in accordance with ITB Clause 25.1;  
(ii) furnish a Performance Security in accordance with ITB Clause 26.
-



- 12.5 The Bid Security of sole proprietor /company / JV/Consortium /AOP/Group must be in the name of sole proprietor, company & as group leader or one or more than one of its member of the JV/ Consortium /AOP/Group that submits the bid. If the JV/ Consortium /AOP/Group has not been legally constituted at the time of bidding, the Bid Security may be on behalf of names of one or more than one or all future partners as named in the letter of intent or deed of JV/consortium/AOP/ group.
- 12.6 The Bid Security of unsuccessful bidders shall be returned after the issuance of Notification of Award by the Purchaser.
- 13. Format and Signing of Bid**
- 13.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 7 & 8 and clearly mark it "ORIGINAL" which is provided alongwith with SBD. In addition, the Bidder shall submit photocopy of the Original Financial Bid with original signature (with blue ink) and stamp and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 13.2 The original and copy of the bid shall be written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 13.3 Any interlineations, erasures, or overwriting shall be valid only if they are attested by extra signatures or dated initials by the person signing the bid.
- 13.4 Use of white correcting fluid for any of the above, even if attested, shall be considered as invalid.



## D. Submission and Opening of Bids

14. **Sealing and Marking of Bids**
- 14.1 Bidders may submit their bids by hand.
- (a) The Bidder shall enclose the Technical & Financial Bid along with all relevant attachments in separate sealed envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID." These envelopes shall then be enclosed in one single envelope.
- 14.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the Purchaser
- 14.3 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.
15. **Deadline for Submission of Bids**
- 15.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **SBD**.
- 15.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 5, 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.
16. **Late Bids**
16. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
17. **Bid Opening (Technical Bid)**
- 17.1 **The Tender Documents will be received upto 28-12-2018** till 11:00 A.M in the office of the Director Production, Punjab Curriculum and Textbook Board and **Technical Bid** shall be opened on the same day at 11:30 A.M in the presence of bidders or their representatives who make them available on that date and time in the Conference Hall of the Punjab Curriculum and Textbook Board, 21-E-II, Gulberg-III, Lahore.
- (Financial Bid)**
- 17.2 The **Financial Bid** of those bidders who qualify in the technical bids shall be opened on the notified date and time in the presence of bidders or their representatives who make them available on that date and time.



## E. Evaluation and Comparison of Bids

- 18. Confidentiality**
- 18.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- 18.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its bid.
- 18.3 Notwithstanding ITB 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.
- 19. Clarification of Bids**
- 19.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 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.
- 20. Examination of Terms and Conditions; Technical Evaluation**
- 20.1 The Purchaser shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 20.2 The Purchaser shall evaluate the technical aspects of the bidder. The Technical Bids shall be evaluated on the basis of information provided in "Technical Bid Proforma" and allied documents (if any) forwarded by the bidder regarding financial position, security arrangement, available machinery & experience etc.
- 20.3 If, after the technical evaluation, the Purchaser determines that the bid is not substantially responsive it shall reject the bid.
- 20.4 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.



21. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 21.1 The Managing Director, Punjab Curriculum and Textbook Board 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 as per law and in the public interest, without thereby incurring any liability to Bidders..

## F. Award of Contract

22. **Award Criteria** 22.1 The Purchaser shall award the Contract to the Bidder whose offer 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.
23. **Purchaser's Right to Vary Quantities at Time of Award** 23.1 At the time the Contract is awarded, the Managing Director, PCTB reserves the right to increase or decrease the quantity of Security Labels originally specified in Section V, Schedule of Requirements, without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
24. **Notification of Award** 24.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted.
- 24.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 24.3 The successful bidder's furnishing of the performance security, the Purchaser shall promptly notify each successful bidder and shall discharge its bid security.
25. **Signing of Contract** 25.1 The successful bidders, within one week of issuance of "Notification of Award", shall sign an agreement as per **Contract Agreement** given in **Section VIII Contract Forms** with the Punjab Curriculum and Textbook Board on a non judicial stamp paper of the requisite value which shall be paid by the bidder. Integrity pact at Annex "G" shall be integral part of the Contract



## 26. Performance Security

- 26.1 Within Seven (07) days of the issuance of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC clause 14, using for that purpose the Performance Security Form included in Section VIII Contract forms.
- 26.2 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 offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 26.3 With reference to a particular award the Performance Security of sole proprietor /company / JV/Consortium /AOP/Group must be in the name of sole proprietor, company & as group leader or one or more than one of its member of the JV/ Consortium /AOP/Group that submits the bid. If the JV/ Consortium /AOP/Group has not been legally constituted at the time of bidding, the Performance Security may be on behalf of names of one or more than one or all future partners as named in the letter of intent or deed of JV/consortium/AOP/ group.



**27. Security Arrangements**

27.1 Security Labels should be produced locally, in Pakistan, under strict security arrangements. PCTB will have the right to conduct surprise checks, during production and supply of these labels, to ensure secure supply chain environment. PCTB, at its own discretion, will also have the right to place their representatives at the production site during production and supply period to ensure avoidance of leakage / pilferage/theft etc. For this reason, ready made and imported antipiracy / anti-counterfeiting solutions shall not be accepted. Preference will be given to firms having maximum security arrangements.

27.2 Local based firm possessing their own established infrastructure in Pakistan and having strict arrangements can bid for printing / supply of security labels under strict security arrangements.

**28. Availability of Stock of Face Material & Release Backing**

28.1 30% stock of **(FACE MATERIAL)** Paper Type : Mid-gloss coated paper with white face, **(RELEASE BACKING)** Paper type: Imported Glassine Paper for the awarded quantity of Security Labels will be got checked within 10 days from the announcement of the successful bidder. Extension of 5 days with penalty of Rs. 500/- per day per lac for the value of work awarded can be granted by the authority.



## **Section II. Bid Data Sheet**





## Section II. Bid Data Sheet

The following specific data for the printing, supply of Security labels 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.

	<b>General</b>
1.	The number of the Invitation for Bids is : <b><u>PCTB-12/2018/SL</u></b> .
2.	The Purchaser is: <b><u>PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE</u></b>
	<b>Contents of Bidding Document</b>
3.	For <b><u>clarification of bids purposes</u></b> only, the Purchaser's address is: Attention: <u>Director Production</u> Address: <u>Punjab Curriculum and Textbook Board, 21/E-II, Gulberg-III</u> City: <u>Lahore</u> Country: <u>Pakistan</u> Telephone: <u>042-99230672-76</u>
	<b>Preparation of Bids</b>
4.	The Bidder shall submit with its bid the following additional documents: 23.1.1 <u>Copy of CNIC</u> 23.1.2 <u>Copy of NTN</u> 23.1.3 <u>Copy of Declaration of Press (if applicable)</u> 23.1.4 <u>Copy of Bank Statement period 1<sup>st</sup> July 2016- 30<sup>th</sup> June 2018</u>
5.	Alternative bids <i>shall not</i> be considered.
6.	"Final destination/site": Lahore Pakistan The Bidder shall quote the price inclusive of the inland transportation and other local services required to deliver the supplies at warehouse(s) in Lahore and all such taxes levied by the Government in this regard.
7.	Prices quoted by the Bidder shall be as per tentative quantity as given in Schedule of Requirements ( <b>Annexure "A"</b> ).



8.	The bid validity period shall be: 90 days from the opening of Technical Bid.																																																			
9.	<p>a. <b>The bidder shall attach Pay Order /Bank Draft / CDR in favour of Punjab Curriculum and Textbook Board @ 2% of the total estimated value (Rs. 7 Million) (in Pak Rupees) as Bid Security with Technical Bid ITB</b> clause 12.1 &amp; GCC clause 4.1.</p> <p>b. At least 15 printed samples along with the sample of virgin paper should be attached with the <b>Technical Bid</b></p>																																																			
10.	Financial Bid should be submitted in duplicate: i.e. <u>One original and one copy</u>																																																			
<b>Submission and Opening of Bids</b>																																																				
11.	<p>The inner envelopes shall bear the following additional identification marks: (1) Technical Bid (2) Financial Bid.</p> <p><b>(1) Technical Bid:</b></p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Particulars of documents</th> <th>Yes/No</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Bidder Information Sheet (BIS)</td> <td></td> </tr> <tr> <td>2.</td> <td>JV/Consortium/AOP/Group information sheet (if applicable)</td> <td></td> </tr> <tr> <td>3.</td> <td>Bid Submission Sheet (BSS)</td> <td></td> </tr> <tr> <td>4.</td> <td>Technical Bid Proforma (TBP)</td> <td></td> </tr> <tr> <td>5.</td> <td>Copy of NIC &amp; latest Income Tax Return /NTN</td> <td></td> </tr> <tr> <td>6.</td> <td>Original receipt of purchase of Bid documents from PTB</td> <td></td> </tr> <tr> <td>7.</td> <td>Bank Statements</td> <td></td> </tr> <tr> <td>8.</td> <td>Printed Samples</td> <td></td> </tr> <tr> <td>9.</td> <td>Bid Security in shape of Pay Order/Bank Draft</td> <td></td> </tr> <tr> <td>10.</td> <td>Affidavit regarding Non Black Listing</td> <td></td> </tr> </tbody> </table> <p><b>(2) Financial Bid:</b> Following documents be attached</p> <table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Particulars of documents</th> <th>Yes/No</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Financial Bid Proforma - (a) <b>Original</b> (b) <b>Copy</b></td> <td></td> </tr> <tr> <td>2.</td> <td>Delivery Schedule &amp; Annexure "A"</td> <td></td> </tr> <tr> <td>3.</td> <td>Bid Data Sheet (BDS)</td> <td></td> </tr> <tr> <td>4.</td> <td>General Conditions of Contract (GCC)</td> <td></td> </tr> <tr> <td>5.</td> <td>Special Conditions of Contract (SCC)</td> <td></td> </tr> </tbody> </table>	Sr. No.	Particulars of documents	Yes/No	1.	Bidder Information Sheet (BIS)		2.	JV/Consortium/AOP/Group information sheet (if applicable)		3.	Bid Submission Sheet (BSS)		4.	Technical Bid Proforma (TBP)		5.	Copy of NIC & latest Income Tax Return /NTN		6.	Original receipt of purchase of Bid documents from PTB		7.	Bank Statements		8.	Printed Samples		9.	Bid Security in shape of Pay Order/Bank Draft		10.	Affidavit regarding Non Black Listing		Sr.No.	Particulars of documents	Yes/No	1.	Financial Bid Proforma - (a) <b>Original</b> (b) <b>Copy</b>		2.	Delivery Schedule & Annexure "A"		3.	Bid Data Sheet (BDS)		4.	General Conditions of Contract (GCC)		5.	Special Conditions of Contract (SCC)	
Sr. No.	Particulars of documents	Yes/No																																																		
1.	Bidder Information Sheet (BIS)																																																			
2.	JV/Consortium/AOP/Group information sheet (if applicable)																																																			
3.	Bid Submission Sheet (BSS)																																																			
4.	Technical Bid Proforma (TBP)																																																			
5.	Copy of NIC & latest Income Tax Return /NTN																																																			
6.	Original receipt of purchase of Bid documents from PTB																																																			
7.	Bank Statements																																																			
8.	Printed Samples																																																			
9.	Bid Security in shape of Pay Order/Bank Draft																																																			
10.	Affidavit regarding Non Black Listing																																																			
Sr.No.	Particulars of documents	Yes/No																																																		
1.	Financial Bid Proforma - (a) <b>Original</b> (b) <b>Copy</b>																																																			
2.	Delivery Schedule & Annexure "A"																																																			
3.	Bid Data Sheet (BDS)																																																			
4.	General Conditions of Contract (GCC)																																																			
5.	Special Conditions of Contract (SCC)																																																			
12.	<p>For <b>bid submission purposes</b> only, the Purchaser's address is:            Attention: <u>Director Production</u>            Address: <u>Punjab Curriculum and Textbook Board, 21/E-II, Gulberg-III</u>            City: <u>Lahore</u>            Country: <u>Pakistan</u>            Telephone: <u>042-99230672-76</u></p> <p>The deadline for the submission of bids is:</p>																																																			



	Date: <b>28.12.2018</b> Time: 11.00 A.M.
<b>13</b>	The bid opening shall take place at: Address: <u>Conference Hall, Punjab Textbook Board, 21/E-II, Gulberg-III, Lahore</u> City: <u>Lahore</u> Country: <u>Pakistan</u> Date: 28.12.2018 Time: <u>11.30 A.M.</u>
	<b>Evaluation and Comparison of Bids</b>
<b>14</b>	The currency that shall be used for bid evaluation and comparison purposes is: <u>Pak Rupees</u>
<b>15</b>	An evaluation methodology to determine the lowest-evaluated-bid of Security Labels shall be applied as specified in Section III, Evaluation and Qualification Criteria. .
	<b>Award of Contract</b>
<b>16</b>	After execution of contract the maximum percentage by which quantities may be increased is: 15%. However, any addition to the above stated quantity may be awarded with mutual consent of parties provided there is urgency and shortage of time for printing of security labels for single textbooks.



## **Section III. Evaluation & Qualification Criteria**



## Section III. Evaluation and Qualification Criteria

This section contains all the factors, methods and criteria that the Purchaser shall use to evaluate a bid and determine whether a bidder has the required qualification.

### Table of Contents

1. Technical Evaluation Criteria
  2. Lowest Evaluated Bid Criteria.
- 

**1. Technical Evaluation Criteria**

(a) Technical Bid Proforma

(b) Attachments:

(i) Affidavit of bidder regarding blacklisting (Annexure “D”).

(ii) Affidavit of Printer (Annexure “E”).

(c) Technical Evaluation Report as given in Annexure “F”.

**2 Lowest Evaluated Bid Criteria.**

(a) The Financial Bid of only technically qualified bidders shall be opened.

(b) Comparative Statement

The bidder offering lowest rate of Security Labels (per unit) would be the lowest evaluated bidder.



## **TECHNICAL BID PROFORMA**

### **PUNJAB CURRICULUM AND TEXTBOOK BOARD LAHORE**

#### **TECHNICAL EVALUATION CRITERIA FOR PROCUREMENT OF SECURITY LABELS FOR SINGLE TEXTBOOKS/PNB's FOR THE SESSION 2019-20**

1. Name of the Proprietor \_\_\_\_\_ Cell No. \_\_\_\_\_
2. Name of Bidding Firm / Lead Bidding firm: \_\_\_\_\_
3. Status of the Firm/Company/JV/Group : \_\_\_\_\_
4. Address: \_\_\_\_\_
5. NTN \_\_\_\_\_
6. Sales Tax reg. No. (if applicable) \_\_\_\_\_
7. Date of Establishment of business \_\_\_\_\_
8. Financial Information: (In case of JV/AOP/Group detail statements of all members to be provided)
  - (a) Financial Accounts Statement for at least two complete fiscal years.
  - (b) Income tax paid/deducted for previous two years (attach evidence)
  - (c) Cash flow availability:  
Attach Bank Statement for the fiscal year 1<sup>st</sup> July 2015 to 30<sup>th</sup> June 2017  
(Basis of Annual Turnover)
9. Financial capacity:
  - (a) Bank Deposit

Sr. No.	Name of Bank & Branch	Name of Accounts & Address	Account Number	Total Turn over as on 30.06.2018
<b>Total :</b>				

- (b) Bank Statement

The bidder shall also attach a copy of the bank statement of the firm for the last one year.



10. Number of printed samples attached \_\_\_\_\_

**11. Specification of paper**

(i) Face Material:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ii) Release Material

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**12. Experience of providing Security Solutions to Books against counterfeiting**

Sr. No.	Year	Name of book	Quantity	Name of organization

**13. Working standards/ quality control (if any)**

ISO certification or any other relating to security solutions. Please mention and attach copy of certificate.

**14. Printing Facilities**

(a)i. Name of Printing Press: \_\_\_\_\_

(a)ii Address of premises: \_\_\_\_\_

(a)iii. Printing press declaration (attach copy)

**(b) Working Environment**

b)i. Temperature and humidity control system Yes/No

(b)ii Fire alarm and fire fighting equipments Yes/No

(b)iii. First aid facility Yes/No

**(c) Brand of ink** with its country of origin \_\_\_\_\_

and specification to be used \_\_\_\_\_



**(d) Security Arrangements:**

Give details of secured supply chain arrangements to ensure no pilferage, leakage or misappropriation takes place during production or supply to PCTB.

- i. Access control system for stopping entry of unauthorized persons \_\_\_\_\_ Yes/ No
- ii. CCTV surveillance \_\_\_\_\_ Yes/No
- iii. High alert manual and automatic security system \_\_\_\_\_ Yes/No
- iv. System in place for recording and in house destruction of rejected materials and excess or waste production \_\_\_\_\_ Yes / No
- v. Any other security measures (use separate sheets to give details) \_\_\_\_\_ Yes / No

**15. Four colour Machine ( Sheet Fed/ Rotary/web)**

Sr No.	Make & Model	UV Curing System	Size	Quantity	Year of manufacture	Output speed

16. Alternate power facilities \_\_\_\_\_ Yes/ No

Capacity of power generator \_\_\_\_\_ KW.

Signature and stamp \_\_\_\_\_

Name of Firm/Bidder \_\_\_\_\_

Dated: \_\_\_\_\_ Name of Owner/ Representative \_\_\_\_\_

CNIC: \_\_\_\_\_

- Note:**
- (i) Each page of Bidding Documents should be signed and stamped.
  - (ii) Attach evidence of JV/Consortium/Group/ AOP.
  - (iii) Authority on behalf of member in favour of lead bidder (where applicable)





## **2. LOWEST EVALUATED BID CRITERIA**

### **(a) Technically Qualified**

Technical evaluation shall be carried out by the PCTB authorized officials to evaluate the bidders as per details given by them in their Technical Bid and ascertain their financial, printing and lamination capacity as well.

### **(b) Evaluated Capacity**

The bidders who secure minimum 60 points as per Technical Evaluation Report shall be deemed qualified.

### **(c) Comparative Statement**

The bidder offering lowest rate of Security Labels (per unit) would be the lowest evaluated bidder.



## Section IV. Bidding Forms

### Table of Forms

1. Bidder Information Sheet.....
2. Party to JV Information Sheet .....
3. Bid Submission Sheet.....
4. Financial Bid .....



## Bidder Information Sheet

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

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

1. Bidder's Legal Name						
2. In case of JV/consortium/AOP/Group						
3.	(a)	Name of JV/Consortium /AOP/Group				
	(b)	Name of Lead Bidder / authorized representative				
	(c)	Members firms information				
4.		<b>Name of firm with address</b>	<b>%age share</b>	<b>Owner's Name</b>	<b>NIC</b>	<b>NTN</b>
	(i)					
	(ii)					
	(iii)					
		Approval of Board of Directors/Governing bodies of the firms to form JV/Attach copy of agreement / letter of intent to form JV/consortium/AOP/group, copies of NTN and NIC of members (in case of more members attach separate list)				
5. Bidder's Address:						
6. Bidder's Authorized Representative Information						
Name:						
Address:						
Telephone/Fax numbers:						
Email Address:						
7. Attached are copies of original documents of:						
<input type="checkbox"/> Income tax return previous year						
<input type="checkbox"/> In case of JV approval of Board of Directors/Governing bodies of the firms to form JV.						
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement						
<input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law,						



## Party to JV Information Sheet

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

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

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4.



## Bid Submission Sheet

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

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

To:

The Director Production,  
Punjab Curriculum and Textbook Board,  
21/E-II, Gulberg-III, Lahore

I/We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_
- (b) I/We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Requirements
- (c) I/We confirm that the offered Quantity of Security Labels is not less than 100%.
- (d) Our bid shall be valid for the period of 75 days from the date of opening of Technical Bid in accordance with BDS clause 9 & 14 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 26.1 and GCC Clause 14 for the due performance of the Contract;
- (f) We have not been blacklisted by any Government, semi-government/ autonomous organizations.
- (f) 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.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We understand that Managing Director, PCTB reserves the right to increase/decrease the quantity of Security Labels as provided under clause 23 of ITB.



(i) The following is attached with the Technical Bid:

Sr. No.	Particulars of documents	Yes/No
1.	Bidder Information Sheet (BIS)	
2.	JV/Consortium/AOP/Group information sheet (if applicable) Approval of Board of Directors/Governing bodies of the firms to form JV.	
3.	Bid Submission Sheet (BSS)	
4.	Technical Bid Proforma (TBP)	
5.	Copy of NIC & latest Income Tax Return /NTN	
6.	Original receipt of purchase of Bid documents from PCTB	
7.	Bank Statements	
8.	Printed Samples	

(j) The following is attached with the Financial Bid:

Sr. No.	Particulars of documents	Yes/No
1.	Financial Bid Proforma - (a) <b>Original</b> (b) <b>Copy</b>	
2.	Delivery Schedule & Annexure "A"	
3.	Bid Data Sheet (BDS)	
4.	General Conditions of Contract (GCC)	
5.	Special Conditions of Contract (SCC)	
6.	Bid Security in shape of Pay Order/Bank Draft	

Signed \_\_\_\_\_ In the Capacity of \_\_\_\_\_  
Name \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_



## FINANCIAL BID PROFORMA

**PUNJAB CURRICULUM AND TEXTBOOK BOARD LAHORE**  
**Tender Form for supply of Security Labels for the academic session 2019-20**

1. Name of the firm : \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Phone No: \_\_\_\_\_ Fax No/ E-mail: \_\_\_\_\_  
\_\_\_\_\_
4. National Tax Number: \_\_\_\_\_  
\_\_\_\_\_
5. Sale Tax Number (if any): \_\_\_\_\_
6. Specifications of security labels are as under:

i.	<b>Size</b> :	_____
		_____
ii.	<b>Type</b> :	_____
		_____
iii.	<b>Security Features</b> :	_____
		_____
iv.	<b>Face Material</b>	_____
	a) Paper type :	_____
	b) Grammage :	_____
	c) Thickness :	_____
v.	<b>Release backing</b>	_____
	a) Paper type :	_____
	b) Grammage :	_____
	c) Thickness :	_____

Signature of Bidder \_\_\_\_\_ Seal of the Firm \_\_\_\_\_



7. Call Deposit / Pay orders / Demand Draft No. \_\_\_\_\_

Date \_\_\_\_\_ for Rs. \_\_\_\_\_ Drawn on (Bank

Name) \_\_\_\_\_.

Sr. No	Descriptions	Quantity	Unit Price	Total Value	Bid Security @2% of Estimated Value (Rs.)
01	Security Labels for the Academic Session 2019-20 as per approved design & specifications	20,000,000			140,000
Total amount (inclusive of all applicable taxes and delivery charges at PCTB Office, Lahore)					

Total Amount in words \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Firm \_\_\_\_\_

Name of Proprietor /Director /Partner \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CNIC \_\_\_\_\_

Seal of the Firm \_\_\_\_\_





## **PART 2 – SUPPLY REQUIREMENTS (Comprising Section V)**



## Section V. Schedule of Requirements

1. Technical Specifications that describe the Security Labels.
2. Schedule of Requirements containing list of quantities of Security Labels (**Annex "A"**).
3. Schedule of Delivery.



# 1. Technical Specifications

Pursuant to GCC 17.1 the Supplier shall ensure that the Security Labels for single Textbooks etc. supplied under this Contract shall conform to the technical specifications and standards mentioned below:

- vi. **Proposed size** : Rectangle Shape with Length 1.5 inch and Height 1 inch
- vii. **Type** : The security label should be paper based of size **Rectangle Shape** to be supplied in one-up reels.
- viii. **Security Features** :
  - 1. Specifications:
    - (i) The security label should be paper based of size Rectangle Shape with Length 1.5 inch and Height 1 inch on 80 gsm self-adhesive paper with release liner.
    - (ii) To be supplied in one-up reels.
    - (iii) Total supply should be completed as per schedule given in the bidding documents.
    - (iv) All security features should be mentioned in the bid.
    - (v) The security label should be provided of following features or equivalent:
      - a. Colour shift ink having optically active, multi-level security features, minimum 10mm, circular or square impression.
      - b. Response to special laser light
      - c. Infra-Red view security feature.
      - d. Light polarization
      - e. Hidden text (To be visible after coin rubbing)
      - f. Security feature of micro text (PUNJAB CURRICULUM AND TEXTBOOK BOARD)
      - g. Hidden text or hidden graphics To be visible (Red fluorescent) under U.V light
      - h. HRC Code (Pair of serial and random numbers) verifiable by sms via PITB server
    - (vi) The Security labels should have internal die cut marks to give protection against peel off.
    - (vii) Academic year 2019-20 should be printed.



- (viii) The vender will provide one set of all instruments to the client for the verification of above mentioned security features.
- (ix) The vender will also arrange visit of PCTB Inspection Team (at least 02 Members) for Technical evaluation of machinery and allied accessories as mentioned in SBD.

ix. **Face Material**

a) Paper type : Mid-Glossy coated paper with white face

---

b) Grammage : 80-85 g/m<sup>2</sup>

---

c) Thickness : 60-65 micron

---

x. **Release backing**

a) Paper type : Glassine paper (imported)

b) Grammage : 60-55 g/m<sup>2</sup>

---

c) Thickness : 50-55 micron



**Annexure "A"**

**2. Schedule of Requirements of Security Labels for Academic  
Session 2019-20**

You will supply 20 **Million** security labels + 1% Wastage 200,000 (Total 20.02 Million in form of one-up reels as per detail given below:

<b>Sr.No.</b>	<b>No. of Rolls</b>	<b>Quantity</b>	<b>Total Security Labels</b>
(i)	155 rolls of	15,000 labels each	2,250,000
(ii)	700 rolls of	10,000 labels each	7,000,000
(iii)	1,500 rolls of	5,000 labels each	7,500,000
(iv)	1,000 rolls of	2,000 labels each	2,000,000
(v)	1,250 rolls of	1,000 labels each	1,250,000
<b>Total</b>			<b>20,000,000</b>

1% Wastage = 20 rolls of 10,000 = 200,000

**Note:** The above quantity is tentative and the Managing Director, PCTB reserves the right to increase /decrease the quantity at the time of execution of contract as per PPRA Rules 2014.



#### **4. SCHEDULE OF DELIVERY** **Academic Session 2019-20**

The Bidder shall supply Security Labels at Lahore in

3 equal installments as detailed below:

1.	1 <sup>st</sup> Installment	01.02.2019
2.	2 <sup>nd</sup> Installment	14.02.2019
3.	3 <sup>rd</sup> Installment	28.02.2019



## **PART 3 – Contract**

**Includes:**

**Section-VI. General Conditions of Contract (GCC)**

**Section-VII. Special Conditions of Contract (SCC)**

**Section-VIII. Contract Forms**



## Section VI. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “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.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendment(s) thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the terms of Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the printing and supply of Security Labels by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Security Labels ” means the Security Labels.
- (h) “Purchaser” means the entity purchasing the Security Labels, as specified in the SCC i.e. Punjab Curriculum and Textbook Board, Lahore hereinafter referred as PCTB .
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any natural person, private, legal or government entity, or a combination of the above, including its legal successors or permitted assignees, to whom any part of the title covers of textbooks to be supplied is subcontracted by the supplier.
- (k) “Supplier” means the natural person/Joint Venture (JV)/Consortium/ Association of persons (AOP) / Group (combination of mutual or legal persons specially bound together to undertake this job), 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 Agreement, and includes the legal successors or permitted assignees of the Supplier.





- (l) “Installment” means equal installment as given in Schedule of Requirements
- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Joint Venture, Consortium or Association** 3.1 If the Supplier is a Joint Venture (JV), Consortium, or Association of the Parties/Persons, (AOP)/Group 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, consortium, group or association of persons. The composition or the constitution of the joint venture, consortium, or association/group shall not be altered without the prior consent of the Purchaser.
- 3.2 Deduction of Income Tax at source or other levies in case of JV/Consortium /AOP/Group not formed legally would be in the name of lead bidder.
- 4. Bid Security** 4.1 Bid Security @ 2% of estimated value in favour of PCTB Lahore in the shape of Pay Order / Bank draft issued by any scheduled bank should be attached with the **Technical Bid** as specified in ITB clause 12.1.
- 5. Notices** 5.1 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.
- 5.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 6. Governing Law** 6.1 The Contract shall be governed by and interpreted in accordance with the Laws of Pakistan/Punjab.
- 7. Settlement of Disputes** 7.1 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.
- 7.2 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 clause 7 as **specified in the SCC.**

- 7.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agreed; and
  - (b) the Purchaser shall pay the Supplier any amount due to the Supplier.
- 8. Scope of Supply** 8.1 The Security Labels shall be as specified in the **Schedule of Requirements.**
- 9. Delivery and Documents** 9.1 The Delivery of the Security Labels shall be in accordance with the **Delivery and Completion Schedule** specified in the Schedule of Requirements. The details of other documents to be furnished by the Supplier are specified in the Schedule of Requirements.
- 10. Supplier's Responsibilities** 10.1 The Supplier shall supply all the Security Labels as included in the Scope of Supply in accordance with GCC Clause 8, and the Delivery and Completion Schedule, as per GCC Clause 9.
- 11. Contract Price** 11.1 (a) The rate per Security Labels to be quoted should be for **100% of the quantity** as detailed at Schedule of Requirement Section V.
- (b) The quantities mentioned in section V Schedule of Requirements and in Section IV-Bidding Forms "Financial Bid Proforma" are tentative which may increase / decrease at the time of award as per clause 23.1 of ITB.
- (c) The rate should be inclusive of cost of all inputs, delivery at Lahore as per prescribed specifications and all taxes levied by the Government in this regard.
- 11.2 Prices charged by the Supplier for the Security Labels delivered and performed under the Contract shall not vary from the prices quoted by the Supplier in its bid/ or negotiated rate, with the exception of any price adjustments authorized in the SCC clause 9.



- 
- 12. Terms of Payment**
- 12.1 The Contract Price shall be paid on completion of supply of **each installment of Security Labels as per award** as specified in the SCC clause 10.
- 12.2 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. The payments shall be made in Pak Rupees.
- 13. Taxes and Duties**
- 13.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., leviable at the time of submission of bid and incurred until delivery of the contracted security labels etc. to the Purchaser.
- 14. Performance Security**
- 14.1 The Supplier shall, within Seven (07) days of the notification of contract award, provide a performance security @ **10%** of the value of contract in shape of Bank Guarantee/Pay Order issued by a scheduled bank with reference to ITB clause 26.1. The bid security shall only be released after submission of performance security.
- 14.2 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.
- 14.3 The performance security shall be discharged by the Purchaser and returned to the Supplier after **31.03.2019** as specified in SCC clause 13.
- 15. Confidential Information**
- 15.1 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 15.
- 15.2 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.

- 16. Appellate Authority**
- 16.1 In case of decisions regarding waive off penalties imposed on the bidder, or any other dispute, the Managing Director PCTB shall be the appellate Authority / Sole Arbitrator and his decision shall be the final.
- 17. Specifications and Standards**
- 17.1 The Supplier shall ensure that the Security Labels supplied under this Contract shall conform to the “Technical Specifications” and standards mentioned in Section V Supply Requirements (1. Technical Specifications).
- 18. Packing and Documents**
- 18.1 The supplier shall abide by the packing & documentation instructions of PCTB.
- 19. Inspections and Tests**
- 19.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Security Labels as are specified in the Schedule of Requirements.
- 19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination.
- 19.3 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 19.4 The Purchaser may reject any consignment of Security Labels 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 Security Labels at no cost to the Purchaser.
- 19.5 In addition the supplier shall arrange 1.0% of the Security Labels over the allocated quantity to meet the wastage during the binding process. The payment will be made accordingly.
- 20. Penalty(s)**
- 20.1 If the Supplier fails to deliver any or all of the Security Labels within the period specified in the Contract, the Director concerned may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as penalty(s), a sum equivalent to the percentage specified in the GCC clause 20.2(5) of the delivered price of the delayed per day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 24.



20.2 In particular and without prejudice, the following penalties may be imposed judiciously by the Director concerned of the PCTB for irregularities committed by the supplier in execution of work awarded to him / her by the Purchaser.

IRREGULARITIES		PENALTIES
1.	Non-execution of contract agreement within the stipulated period.	Offer shall stand cancelled and forfeiture of Bid Security.
2	Non submission of bank guarantees/pay order/CDR beyond 15 days of date of issuance of Notification of Contract  Non submission of Bank Guarantee / Pay Order / CDR beyond the extended period	(i) In case of request for extension beyond 21 days but upto 36 days penalty of Rs.500/- per day per lac shall be charged  (ii) Cancellation of contract and forfeiture of Bid Security.
3.	Delay in supply of total required number of Security Labels of each installment.	Penalty per day of value of delayed supply shall be imposed as below: i) Upto 7 days @ 0.5% ii) Beyond 7 days delay @1/-%
	3.1(i) If 90% supplied in time and balance within 15 days	3.1(i) Nil 3.1(ii) If remaining 10% is supplied after expiry of 15 days, penalty @ 0.2% per day of the value of Security Labels supplied after due date of relevant installment.
	3.2 If less than 90% is supplied within due date	3.2 Penalty @ 0.5% per day of the value of Security Labels supplied after due date of relevant installment.
4.	Subletting/unauthorized printing sale or disposal of any number of security labels of PCTB textbook(s) by the supplier or any of his employee/representative etc.	Penalty equal to 10 times of total cost of unauthorized security labels printed by the supplier may be imposed and or suspension of contract or blacklisting of the firm.
5.	Failure to show 30% stock of <b>(FACE MATERIAL)</b> Paper Type : Mid-gloss coated paper with white face, <b>(RELEASE BACKING)</b> Paper type: Glassine Paper (Imported) within 10 days from the announcement of the successful bidder	Extension may be granted up to maximum 5 days with penalty of Rs. 500/- per lac/per day for the value of work awarded. Beyond 15 days, work award shall be cancelled and Performance Security will also be forfeited.

**Note:-** Delay in supply of Security Labels will be counted in days from the date of delivery to PCTB Head Office at Lahore.



- 21. Change in Laws Taxes and Regulations**
- 21.1 In case the regime of any tax levied by Government is changed during the currency of the agreement separate instructions to the extent of such levy will be issued to the bidder. Such instructions shall be deemed to be a part of this agreement.
- 22. Force Majeure**
- 22.1 The Supplier shall not be liable for forfeiture of its performance security, penalty(s), 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.
- 22.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.
- 22.3 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.
- 23. Extensions of Time**
- 23.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the security labels pursuant to GCC Clause 9, 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 Director concerned shall evaluate the situation and if found justified may recommend to the Managing Director, PCTB to extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 23.3 Except in case of Force Majeure, as provided under GCC Clause 22 a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of penalty(s) pursuant to GCC Clause 20, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 23.1
- 24. Termination**
- 24.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract i.e. blacklisting of the firm, 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 Security Labels beyond 15 days of the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23;
  - (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, misrepresentation and corruption, 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 24.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Security Labels similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Security Labels. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 24.2 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

- |  |   |
|--|---|
| <b>25. Assignment</b>  | 25.1 The bidder shall certify that he has in house, secured printing facility and the printing job shall not be contracted to any other party within or outside Pakistan  |
| <b>26. Limitation on Negotiations</b>  | 26.1 Negotiations may not relate to the price or substance of tenders or proposals specified by the supplier in his tender, but only to minor Technical, Contractual or logistical details. Provided that negotiation shall not be used to reduce unit rates, unless in case of exceptional circumstances like exorbitant rate. |
| <b>27. Extension in Validity Period of Contract Agreement and Performance Guarantee.</b> | 27.1 The Managing Director PCTB shall have the right to extend validity period of contract and performance guarantee keeping in view the additional demand for printing of Security Labels with mutual consent for the academic session 2019-20   |



**28. Recourse in  
Case of Non-  
Compliance**

- 28.1 If a bidder does not fulfill and compliance with the agreement, the PCTB may cancel registration as publisher, prequalification. The PCTB may collect lose / fine from all types of security / payments with PCTB.





## Section VII. 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.

1.	The Purchaser's country is: <u>PAKISTAN</u>
2.	The Purchaser is: <u>PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE</u>
3.	The Site is: <u>21/E-II, GULBERG-III, LAHORE , PAKISTAN</u>
4.	The language shall be: <u>ENGLISH</u>
5.	For <b>notices</b> , the Purchaser's address shall be: Attention: <u>Director Production, Punjab Curriculum and Textbook Board, Lahore</u> Street Address: <u>21/E-II, Gulberg-III</u> City: <u>LAHORE</u> Country: <u>Pakistan</u> Telephone: <u>042-99230672-76</u>
6.	The governing law shall be the law of: <u>PAKISTAN</u>
7.	The rules of procedure for arbitration proceedings pursuant to GCC Clause 7.2 shall be as follows: The Managing Director, Punjab Curriculum and Textbook Board shall be the sole arbitrator whose award shall be final and binding on the parties.
8.	The scope of supply for the Security Labels to be supplied shall be as specified in: <u>Schedule of Requirements</u>
9.	The prices charged for the Security Labels delivered shall be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment: <u>PROPORTIONATE PRICE</u>
10.	<b>Sample provision</b> GCC clause 12: The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (i) <b>Payment:</b> (i) The bill of Supplier /Joint Venture/ consortium / AOP/Group should be submitted by the lead bidder on the basis of completion of each installment allocated to them as per Schedule of Requirements



	<b>(ii) Payment shall be made on submission of bill after completion of each installment.</b>
11.	<b>The amount of the Performance Security shall be: <u>10% of value of contract.</u> The currency shall be: <u>PAK RUPEES</u></b>
12.	The types of acceptable Performance Securities are: Bank Guarantee/Pay order/Demand Draft/CDR issued by any scheduled bank.
13.	<b>Discharge of the Performance Security shall take place: <u>from the date of execution of agreement till 31.03.2019</u></b>
14.	The copyright of the C.D/artwork resides with: <u>PCTB</u>
15.	Responsibility for transportation of the Security Labels shall be as under: “The Supplier is required under the Contract to transport & staking the Goods to 1 <sup>st</sup> Floor of the Punjab Curriculum and Textbook Board, 21/E-II, Gulberg-III, Lahore.
16.	The Inspections and tests shall be conducted at: (i) <u>The premises of the suppliers</u> (ii) <u>Sample testing may be carried out by PCSIR Laboratories, Lahore at the cost of the supplier.</u>
17.	The Penalty(s) shall be: <u>As given in GCC clause 20</u>
18.	The maximum amount of penalty shall be: <u>upto 10% of the contract price.</u>
19.	<b>The period of validity of the <b>Contract</b> shall be: <u>upto 31.12.2019</u></b>
20.	The period for repair or replacement shall be: <u>15 days</u>
21.	The <u>Contract Agreement</u> include reprints/additional award as mentioned in clause 16 of Bid Data Sheet.



## **Section VIII. Contract Forms**

### **Table of Forms**

Contract Agreement .....

Performance Security .....



# Contract Agreement

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_ by and between Mr. \_\_\_\_\_ Owner /Representative of M/s \_\_\_\_\_ address \_\_\_\_\_ hereinafter referred to as the bidder, which term (unless the context otherwise requires) shall include his successors executors, administrators and assignees, etc. of the one part. and the DIRECTOR PRODUCTION OF THE PUNJAB CURRICULUM AND TEXTBOOK BOARD, Lahore hereinafter referred to as the Board which term (unless the context otherwise requires) shall include his / her successors in the office, assignees etc. WHEREAS THE PUNJAB CURRICULUM AND TEXTBOOK BOARD requires that \_\_\_\_\_ printing and supply of Security Labels as per specifications for single textbooks for the academic year 2019-20 and the Bidder has agreed for printing and supply of Security Labels of the quantity mentioned in the Notification of award.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
  - (a) The Purchaser's Notification to the Supplier of award of Contract;
  - (b) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) The Special Conditions of Contract;;
  - (e) The General Conditions of Contract;
  - (f) The Schedule of Requirements and
  - (g) Delivery Schedule.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.



3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Security Labels 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 Security Labels and /or 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.

5. This agreement shall take effect from \_\_\_\_\_ and expire on 31.12.2019

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

Signature of the Supplier  
With full name and address

Signature of the Purchaser

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

Director Production  
Punjab Curriculum and Textbook Board,  
21-E-II, Gulberg-III, Lahore.

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

\_\_\_\_\_

Witness – I

Witness – II

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



# Performance Security

**Beneficiary: PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE**

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Supplier") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with you, for the supply of \_\_\_\_\_ (hereinafter called "the Contract").

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

At the request of the Supplier, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the **31.03.2019** and any demand for payment under it must be received by us at this office on or before that date.

Signature & Seal of the Bank



## ATTACHMENTS

1.	Schedule of Activities	Annexure "C"
2.	Affidavit regarding No Blacklisting of the Firm.	Annexure "D"
3.	Affidavit of Printer	Annexure "E"
4.	Technical Evaluation Report	Annexure "F"
5.	Integrity Pact	Annexure "G"



**SCHEDULE OF ACTIVITIES FOR PRINTING & SUPPLY OF  
SECURITY LABELS  
FOR THE ACADEMIC SESSION 2019-20**

<b>Sr. No.</b>	<b>Description</b>	<b>Upto (Tentative)</b>
1.	Issuance of Notification of Award	14.01.2019
2.	Execution of Agreement	18.01.2019
3.	Submission of Bank Guarantee	22.01.2019
4.	Artwork/design	14.01.2019

**Signature & Stamp of Bidder**





**Annex “D”**

**AFFIDAVIT**

I, Mr. \_\_\_\_\_ S/o \_\_\_\_\_

Proprietor of the firm M/s \_\_\_\_\_

do hereby solemnly affirm and declare that my firm \_\_\_\_\_ or its sister concern or any of its partners in individual capacity has not been blacklisted by any Government / Semi-Government or any Autonomous Body under the control of the Punjab Government.

Deponent

C.N.I.C. # \_\_\_\_\_

**Verification**

Verified on Oath at Lahore on this day \_\_\_\_\_ that the contents of the above statement are true to the best of my knowledge and belief and nothing of importance has been omitted or concealed.

Deponent

C.N.I.C. # \_\_\_\_\_



## Annex "E"

### AFFIDAVIT OF PRINTER

I, \_\_\_\_\_ S/o \_\_\_\_\_  
owner of the following printing press having facilities as mentioned below:

1. Name of Printing Press \_\_\_\_\_
2. Address \_\_\_\_\_
3. Detail of printing machines

Sr. No.	Colour Quantity of Printing Machine	No. of Machines	Rotary screen printing with UV curing system	Size of printing machine	Model	Make	Impressions in one hour
1.							
2.							
3.							
4.							
5.							

4. I have offered a bid for this tender. Yes / No.

#### 5. In case of contract

- (a) I, the above named deponent do hereby solemnly affirm and declare that I have entered into an agreement with (i) M/s \_\_\_\_\_  
(ii) M/s \_\_\_\_\_ for the availability of security labels of Punjab Curriculum and Textbook Board, Lahore.
- (b) I do also affirm that in case of urgency I will stop the other printing jobs and will ensure that the printing /supply job of security labels of PTCB is done on top priority.

Signature \_\_\_\_\_  
Deponent (Name) \_\_\_\_\_  
C.N.I.C. # \_\_\_\_\_

#### Verification

Verified on Oath at Lahore on this day \_\_\_\_\_ that the contents of the above statement are true to the best of my knowledge and belief and nothing of importance has been omitted or concealed.

Signature \_\_\_\_\_  
Deponent (Name) \_\_\_\_\_  
C.N.I.C.# \_\_\_\_\_



## Annexure "F"

**TECHNICAL EVALUATION REPORT  
FOR SECURITY LABELS FOR THE ACADEMIC SESSION 2019-20**

Name of Bidding Firm \_\_\_\_\_

Address \_\_\_\_\_

Sr. No.	Particulars	Description	Maximum Points	Points obtained
1.	Financial	a. Financial Accounts Statement for two years. (5 points) b. Income Tax paid/deducted for one year (minimum 0.5 million) (5 points) c. Turnover for the last two years (5 points)	15	
2	Printing Experience and working	a. General Experience of printing minimum three years (10 points). b. Specific experience of Security Labels printing minimum three years (10 points)	20	
3.	Printing Capacity	a. Number and Model of four/ five/six colour machines _____ (Manufacturing Year 2000 to onward will carry 10 points for each unit) b. Machine having Rotary screen printing facility & UV Curing system. (20 points)	30	
4.	Security Arrangements	(a) Access control system (05 points). (b) CCTV Service Surveillance (05 points) (c) High alert manual & automatic security system (05 points) (d) System in place for recording and in house destruction of rejected material and excess or waste Production. (05 points)	20	
5.	Ready Stock	Face Material & Release Backing as per specifications mentioned in Section-I, ITB Clause 28, SBD Page No. 11	05	
6.	ISO	ISO Certifications	05	
7.	Alternate Power Facility	Minimum 250 KVA	05	
		<b>Total</b>	<b>100</b>	

**Note:** Qualifying points = 60. Remarks \_\_\_\_\_ Qualified / Disqualified.  
Signature \_\_\_\_\_

Dated \_\_\_\_\_ Name of Authorized Officer \_\_\_\_\_ Designation \_\_\_\_\_



Annexure "G"

**AFFIDAVIT**  
**INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract No. \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owner or controlled by it ( Govt. of the Punjab) through any corrupt business practice.

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

\_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOVT. OF THE PUNJAB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresentation facts or taking any action likely to defeat the purpose of his declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right an remedies



available to GOVT. OF THE PUNJAB under any law, contract or other instrument, be voidable at the option of GOVT. OF THE PUNJAB.

Notwithstanding any right and remedies exercised by GOVT. OF THE PUNJAB in this regard, \_\_\_\_\_ agrees to indemnify GOVT. OF THE PUNJAB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOVT. OF THE PUNJAB in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Govt. Of The Punjab.

\_\_\_\_\_ also certifies that firm has not been black listed by any Government Department / Agency or Autonomous Body.

\_\_\_\_\_

\_\_\_\_\_

Deponent

C.N.I.C # \_\_\_\_\_

**Verification**

Verified on Oath at Lahore this day \_\_\_\_\_ that the contents of the above statement are true to the best of my knowledge an belief and nothing of importance has been omitted or concealed.

Deponent

C.N.I.C# \_\_\_\_\_