

STANDARD BIDDING DOCUMENTS

Procurement of Textbooks and Reading Materials

The World Bank
May 2004

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This Bidding Document and its companion Technical Note are to assist borrowers and Bank staff working on education projects in understanding and avoiding the problems inherent in textbooks procurement. Borrowers are strongly encouraged to use these documents on World Bank projects and to provide feedback about any problems they encounter. Comments should be directed to Yolanda Tayler of the Procurement Policy and Services Group, at ytayler@worldbank.org.

Notes on the Revisions

March 2003: The Bank's Forms of Bid Security (Bank Guarantee), Performance Security and Bank Guarantee for Advance Payment have been revised to incorporate the ICC's Uniform Rules for Demand Guarantee (URDG). We believe that use of these new forms will benefit both our clients and the business community.

May 2004: inclusion of the features of the May 2004 Guidelines: Procurement under IBRD Loans and IDA credits. The following are the main changes that have been made to the March 2003 edition of these Bidding Documents for the procurement of Textbooks. These changes were incorporated to accommodate the features of the May 2004 Guidelines: Procurement under IBRD Loans and IDA Credits. They are:

1. The clause on Fraud and Corruption (ITB 3.1) has been expanded to include “collusive” and “coercive” practices; and reinforces the sanctions that the Bank is prepared to take in cases of Fraud and Corruption;
2. The concept of eligibility of bidders and goods has been expanded. Bidders, and goods manufactured in any country other than those banned by a UN Security Council Decision or officially boycotted by the Purchaser’s Country, are eligible (ITB Clause 4);
3. The Purchaser and bidders are given the opportunity to use the national language of or a language widely used commercially in the Purchaser’s Country’; to prepare bidding documents, bids, and contracts. (ITB 10.1);
4. The Bid Price includes inland transportation systematically it is included in the price schedules (ITC 14.6);
5. Bids of local bidders that are offering already imported goods are evaluated at par with importers’ bids; such bids are evaluated on the basis of their CIP prices (ITC 14.6(c));
6. The requirement to submit a bid Security is optional;
7. A Bid Securing Declaration has been introduced to be used in lieu of a Bid Security, whenever appropriate (ITC 21.1);

8. Electronic bidding is allowed, subject to agreement with the Bank on the electronic procedures to be used. The documents refer to the possibility to issue bidding documents, submit bids, and open bids electronically; in addition to regular electronic communications (ITC 23.1, 27.1);
9. Application of the domestic preference for goods has been simplified. The EXW prices of the national bids whose goods are eligible for the domestic preference are compared with the CIF prices of already imported and imported goods, to which a flat rate of 15% is added (ITB 35.1);
10. The Purchaser is expected to publish detailed information on the procurement process in UNDB on-line and in DG Market within two weeks of receiving the Bank's no objection to the recommendation of the contract award (ITB 42.4);
11. A Section on Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement (Section V) has been added;

Foreword

These Standard Bidding Document for Procurement of Textbooks and Reading Materials (referred to as Textbooks in the remaining of this document) has been prepared by the World Bank and its use is mandatory for the procurement of textbooks through International Competitive Bidding in projects that are financed in whole or in part by the World Bank, in accordance with the latest edition of the Guidelines for Procurement under IBRD Loans and IDA Credits.

This Standard Bidding Document is based on the Master Bidding Document for Procurement of Goods and User's Guide, version of October 2001, prepared by the Multilateral Development Banks and International Financing Institutions. The document reflects "best practices" by these institutions.

Those wishing to submit comments or questions on this document or to obtain additional information on procurement under World Bank-financed projects are encouraged to contact:

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Summary Description

The use of this Standard Bidding Document for Procurement of 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 Textbooks

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 I contains provisions that are to be used without modification.**

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, and the Copyright** to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

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

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

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

Section VIII. Special Conditions of Contract (SCC)

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

Section IX: 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** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

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

BIDDING DOCUMENT

Issued on:

for

Procurement of

Invitation for Bids No: _____

ICB No: _____

Purchaser: _____

Country: _____

Preface

This Bidding Document has been prepared by _____ and is based on the Standard Bidding Document for Procurement of Textbooks issued by the World Bank, dated _____.

This World Bank Standard Bidding Document reflect the structure and the provisions of the Master Bidding Document for the Procurement of Goods issued by the Multilateral Development Banks (MDBs), except where specific considerations of the procurement policies of the World Bank have required a change.

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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 support of the Invitation for Bids indicated in the Bid Data Sheet (**BDS**), the Purchaser, as indicated in the **BDS**, issues these Bidding Documents for the supply of Textbooks and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided 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 The Borrower or Recipient (hereinafter called “Borrower”) indicated 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”) toward the cost of the project named in the **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 Payments 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 financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan 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 Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 3.1 and 34.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the textbooks to be purchased under this Invitation for Bids; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

- 4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.
- 4.4 Unless otherwise specified in the **BDS**, government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All 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 "country of 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 imported components.
- 5.4 If so 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. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 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 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)

- Section II. Bid Data Sheet (**BDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.
- 6.4 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.

7. Clarification of Bidding Documents

- 7.1 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 twenty-one (21) 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. Should 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 8 and Sub-Clause 24.2.

8. Amendment of Bidding Documents

- 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 directly from the Purchaser.

- 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 Sub-Clause 24.2

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. 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) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 21;
 - (c) alternative bids, if permissible, in accordance with ITB Clause 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22; documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid, including the Bidder Information Sheet and, when applicable, the Party to JV Information Sheet using the forms furnished in Section IV, Bidding Forms;
 - (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Textbooks and Related Services conform to the Bidding Documents;
 - (f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(g) any other document required in the **BDS**.

12. Bid Submission Sheet and Price Schedules

12.1 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.

12.2 The Bidder shall submit the Price Schedules for Textbooks and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

13. Alternative Bids

13.1 Unless otherwise indicated 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 Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots should comprise all items. Incomplete lots shall be considered non-responsive.

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1.

14.5 The terms EXW, CIF, 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, at the date of the Invitation for Bids or as specified in the **BDS**.

14.6 Prices indicated on the respective Price Schedule Form included in Section IV, Bidding Forms, shall be entered separately, when appropriate, in the following manner:

- (a) For Textbooks manufactured in the Purchaser's Country:
 - (i) the price of the Textbooks quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, 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 Textbooks;
- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Textbooks if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Textbooks to their final destination specified in the **BDS**.
- (b) For Textbooks manufactured outside the Purchaser's Country, to be imported:
- (i) the price of the Textbooks, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Textbooks from the named place of destination to their final destination specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Textbooks to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**.
- (c) For Textbooks manufactured outside the Purchaser's Country, already imported:

[For previously imported Textbooks, the quoted CIP price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the CIP price which is the difference of those values.]

- (i) the price of the Textbooks, 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 Textbooks 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 Textbooks already imported;
 - (iii) the price of the Textbooks, quoted CIP named place of destination, in the Purchaser's Country obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Textbooks if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Textbooks from the named place of destination to their final destination specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Textbooks 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).

14.7 The disaggregation of price components in accordance with ITB Sub-Clause 14.6 shall be 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.

14.8 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 non responsive and shall be rejected, pursuant to ITB Clause 30. 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.

14.9 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated 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 any price reduction 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. Price discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

- 15. Currencies of Bid**
- 15.1 For Textbooks and Related Services that the Bidder will supply from inside the Purchaser's country the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.
- 15.2 For Textbooks and Related Services that the Bidder will supply from outside the Purchaser's country, prices shall be expressed in the currency of any Bank eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from the currency of the Purchaser's country.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Eligibility of the Textbooks and Related Services**
- 17.1 To establish the eligibility of the Textbooks and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents Establishing the Conformity of the Textbooks and Related Services**
- 18.1 To establish the conformity of the Textbooks and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence that the textbooks conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 Unless otherwise specified in the **BDS**, 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 Textbooks and Related Services, demonstrating substantial responsiveness of the Textbooks and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 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 Schedule of Requirements.

**19. Documents
Establishing the
Qualifications of
the Bidder**

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of
Validity of Bids**

20.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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 21, 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 Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

21.1 If required in the **BDS**, the Bidder shall furnish as part of its bid, a bid security or a Bid Securing Declaration. The amount of the Bid Security shall be as stipulated in the **BDS** in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.

21.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall

have a correspondent financial institution located in the Purchaser's Country to make it enforceable.

- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1.

**22. Format and
Signing of Bid**

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” 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.
- 22.2 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.
- 22.3 Any interlineation, 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**23. Sealing and
Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 23.2 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 Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the **BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 24.1.
- 23.3 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.

- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 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.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 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 in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (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 Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 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 Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 23.1, shall be as specified in the **BDS**.
- 27.2 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. 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 envelopes that are opened and read out at bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 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 if applicable, including any discounts and alternative offers; 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

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification 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.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or Contract award decisions may result in the rejection of its bid.

- 28.3 Notwithstanding ITB Sub-Clause 28.2, 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.
- 29. Clarification of Bids**
- 29.1 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, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 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. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Textbooks and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
- 31.2 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.

31.3 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 total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price 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.

31.4 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, it shall be disqualified and its bid security may be forfeited.

**32. Preliminary
Examination of
Bids**

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Written confirmation of authorization to commit the Bidder, in accordance with ITB Sub-Clause 22.2; and
- (d) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 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.
- 33.2 The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the **BDS**.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the **BDS**, domestic preference shall not be a factor in bid evaluation.
- 36. Evaluation of Bids**
- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a bid, the Purchaser shall only use all the factors, methodologies and criteria defined in the **BDS** and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) as indicated in the **BDS**, the applicable factors of evaluation amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Textbooks manufactured in the Purchaser's country, sales and other similar taxes, which will be payable on the Textbooks if a contract is awarded to the Bidder;
 - (b) in the case of Textbooks already imported or to be imported, , customs duties and other similar import taxes, and sales and other similar taxes which will be payable on the textbooks 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.
- 36.5 The Purchaser's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Textbooks 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 Section III, Evaluation and Qualification Criteria. The factors to be used and the method of application shall be indicated in the **BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.
- 36.6 If so indicated in the **BDS**, this Bidding Document shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, as appropriate, is specified in Section III, Evaluation and Qualification Criteria.
- 37. Comparison of Bids**
- 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
- 38. Postqualification of the Bidder**
- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria

indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Bidder's qualification.

38.3 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 capabilities to perform satisfactorily.

**39. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

39.1 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.

F. Award of Contract

40. Award Criteria

40.1 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.

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

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

**42. Notification of
Award**

42.1 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.

42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot 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 winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in

writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful bidder's furnishing of the performance security, pursuant to ITB 44.1, the Purchaser shall promptly notify each unsuccessful bidder and shall discharge its bid security.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another form acceptable to the Purchaser.

44.2 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.

Section II. Bid Data Sheet

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.

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

	A. General
ITB 1.1	The number of the Invitation for Bids is : _____
ITB 1.1	The Purchaser is: _____
ITB 1.1	The name of the ICB is: _____ _____ The identification number of the ICB is: _____ _____ The number and identification of lots comprising this ICB is: _____ _____
ITB 2.1	The Borrower is: _____ _____
ITB 2.1	The name of the Project is: _____ _____
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
ITB 4.4	As an exception to this rule, in countries lacking qualified writers and illustrators in the private sector, education professionals, even if they are government employees, who are not involved in the textbook evaluation and approval process should be permitted under Bank-financed procurement to compete and to write and illustrate textbooks. Another exception could be sought for the period between finalization of new curricula and availability of new material to match that curriculum when the government owns the copyright and only a state-owned enterprise publishes, manufactures, and distributes textbooks and reading materials.

ITB 5.5	The Bidder that does not own the copyright of the goods it offers to supply shall be required to submit with its bid, the Copyright Authorization using the form included in Section IV Bidding Forms.
	G. Contents of Bidding Document
ITB 7.1	<p>For <u>clarification of bids purposes</u> only, the Purchaser's address is:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Floor-Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p> <p>Telephone: _____</p> <p>Facsimile number: _____</p> <p>Electronic mail address: _____</p>
	H. Preparation of Bids
ITB 10.1	<p>The language of the bid is: <i>[Insert "English" or "Spanish" or "French"]</i>.</p> <p><i>[In Countries that the Bank has agreed with the Borrower that in addition to one internationally used language, bids may be also issued in the language of the Borrower's country (or the language used nation-wide in the Borrower's country for commercial transactions), the following text shall be added:</i></p> <p><i>"In addition to the above indicated language, these Bidding Documents have been issued in [insert the language of the Borrower's country or the language used nation-wide in the Borrower's Country for commercial transactions].</i></p> <p><i>Bidders are permitted, at their choice, to submit their bids in one of the two languages above indicated. Bidders shall not submit bids in more than one language. The Contract to be signed with the winning Bidder shall be written in the language in which the Bid was submitted, which will be the language that shall govern the contractual relations between the Purchaser and the winning Bidder. A Bidder shall not sign a translated version of its Contract"]</i>.</p>

ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: _____ _____ _____ _____
ITB 13.1	Alternative bids [<i>insert "shall" or "shall not"</i>] _____ be considered. The Purchaser shall only apply the following criteria for evaluation of alternatives: _____ _____ _____
ITB 14.5	The Incoterms edition is: _____
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	"Final destination/site": [<i>insert name of location where the Goods are to be actually used</i>] The Bidder shall quote the price of the inland transportation, insurance, and other local services required to convey the textbooks to their final destination. If these services are actually required, they are specified in the Schedule of Requirements.
ITB 14.6 (b) (i) and (c) (iii)	Named Place of Destination: [<i>insert name of destination as per Incoterm used</i>] _____ _____
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 16.2 (b)(i), the price of the Goods manufactured outside the Purchaser's Country shall be quoted: [<i>insert appropriate Incoterm, other than CIP</i>]
ITB 14.8	Prices quoted by the Bidder shall be [<i>state: "fixed"; or, if a price</i>]

	<i>adjustment mechanism is required, then specify the exact formula that will apply, including the nature of the indices that will be used].</i>
ITB 14.9	Prices quoted for each lot shall correspond at least to _____ percent (____)% of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to _____ percent (____) % of the quantities specified for each item of a lot.
ITB 15.1	For Textbooks and Related Services that the Bidder will supply from inside the Purchaser's country the prices shall be quoted in <i>[insert currency if not the national currency]</i> _____.
ITB 18.2	Documentary evidence shall be in the following form(s): _____ _____
ITB 20.1	The bid validity period shall be _____ days.
ITB 21.1	<i>[insert one of the following options:</i> <ul style="list-style-type: none"> (a) No Bid Security is required; or (b) Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms; or (c) Bid shall include "Bid Securing Declaration" using the form included in Section IV Bidding Forms.] If a bid security shall be required, the amount of bid security : <i>[insert: fixed amount and currency]</i> .
ITB 22.1	In addition to the original of the bid, the number of copies is: _____
	I. Submission and Opening of Bids
ITB 23.1	Bidders <i>[insert "shall" or "shall not"]</i> have the option of submitting their bids electronically.
ITB 23.2 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>[insert a description of the electronic bidding submission procedures]</i>

ITB 23.3 (c)	The inner and outer envelopes shall bear the following additional identification marks: _____
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Floor-Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p> <p>The deadline for the submission of bids is:</p> <p>Date: _____</p> <p>Time: _____</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: _____</p> <p>Time: _____</p> <p>If electronic bid submission is permitted in accordance with ITB sub-clause 22.1, the specific bid opening procedures shall be: <i>[insert description of the procedures]</i></p>
J. Evaluation and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: _____</p> <p>The source of exchange rate shall be: _____</p> <p>The date for the exchange rate shall be: _____</p>
ITB 35.1	Domestic preference <i>[insert "shall", if appropriate; discard sentence otherwise]</i> _____ be a bid evaluation factor.

	If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
ITB 36.3 (d)	The applicable quality and cost factors for evaluation shall be: _____ The following quantification methods will be applied: _____
ITB 36.6	An evaluation methodology to determine the lowest-evaluated combination of lots [<i>insert "shall" or "shall not"</i>]_____ be applied. If a methodology is applied it shall be as specified in Section III, Evaluation and Qualification Criteria.
	K. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: _____ _____ The maximum percentage by which quantities may be decreased is: _____ _____

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. No other factor, method or criteria shall be used.

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1. Evaluation of Quality and Cost
2. Evaluation of Multiple Lots
3. Evaluation of Domestic Preference
4. Post-Qualification

1. Evaluation of Quality and Cost

- 1.1 Without prejudice to the provisions of ITB Clause 36, the Purchaser's evaluation of manuscripts will take into account both quality and cost factors as indicated in (a) and (b) below.

Evaluators should be aware of the following when conducting their evaluation:

- When Manuscript, Publishing and Manufacturing are contracted under a single contract, the evaluation of quality factors shall **only** apply to manuscripts.
- Bulk purchase of Books and Educational Materials without alteration (off-the-shelf) should be contracted from the book consolidator wholesaler that offers the greatest discount on the catalogue prices of the books on the Purchaser's list.
- 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, award should be made to the lowest evaluated price. There is no need to evaluate quality.
- Supply of production inputs and distribution services should be selected on the basis of the lowest evaluated price. There will be no need to evaluate quality.

(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;

1.2 Quality evaluation factors retained in 1.1 (a) above should be evaluated as follows:

Criteria/Factor	Maximum Points
1. Conformity to the Curriculum Conformity of the material to the requirements of the current curriculum	5-10
2. Content Accuracy and appropriateness of the factual content of the manuscript	10-40
3. Level of language Accessibility of the level of language to the pupils of the Grade for which the text is intended and does it also help to improve pupil's understanding and use of language	5-10
4. Pedagogical Method Appropriateness of the pedagogical method to classroom circumstances and pupil needs and the usefulness of the exercises, tasks and evaluation and testing materials equally useful	10-40
5. Teacher Support (Teacher's Guide) Appropriateness of the Teacher's Guide in providing a good guide to the curriculum; helping with lesson planning; give notes on each individual lesson; help with devising project work, homework, testing and evaluations	5-10
6. Presentation and design 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 type used General 'readability' Spacing, margins, 'signposting,' clarity of impression	5-10
7. Illustrations 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	5-10
Total Maximum Points	100

1.3 Cost evaluation factors retained in 1.1 (b) above should be evaluated as follows:

(a) *Delivery schedule.*

- (i) The textbooks covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (ii) The Purchaser requires that the textbooks under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the textbooks at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- (iii) The textbooks covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule (Terms of Payment) outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

- (ii) The SCC stipulate the payment schedule (Terms of Payment) offered 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 this invitation, at the rate per annum specified in the Bid Data Sheet.

1.4 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. (See columns 1 and 2 of annex 1, “Recommended Procurement Methods for Specific Textbooks and Services”)

$$B_i = \frac{C_{lowest}}{C_i} X + T_i(1 - X)$$

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 and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with the ITB Clause 38 (Postqualification).

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)	Technical Score (M _i × 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.

2. Evaluation of Multiple Lots

Since in accordance with ITB Sub-Clause 36.6 the Purchaser _____ allowed to award one or multiple lots to more than one Bidder, the following methodology shall _____ be used for award of multiple contracts.

To determine the lowest-evaluated lot combinations, 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 14.9
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot that meets the requirement of Evaluation Criteria (EC);
 - (ii) the price reduction per lot and the methodology for their application as offered by the Bidder in its bid; and
 - (iii) the contract-award sequence that provides the most optimum economic combination taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in EC Clause 4. Post Qualification

3. Evaluation of Domestic Preference

If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to textbooks 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:

- (c) **Group A:** Bids offering textbooks 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 textbooks at least since the date of bid submission.
- (b) **Group B:** All other bids offering textbooks from within the country of the Purchaser.

- (c) **Group C:** Bids offering textbooks of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local Agent.

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 will 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 among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such textbooks to the evaluated bid price of the imported textbooks offered in each Group C bid, for the purpose of this further comparison only.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 37, will be selected for award.

4. Post-Qualification Criteria

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 38, using only the factors, methods and criteria specified herein, as shown in the following table. Factors not included in this Section shall not be used in the evaluation of the Bidder's qualification.

Postqualification Matrix

	Consolidators	Publishing	Manufacturing
General Experience	Minimum of three years in operations	Minimum of three years in operation prior to the bid submission date, and an important part of its business must be in the development of authorship and the publication of educational materials.	Minimum of three years in operation prior to the date of bid submission with an important part of its business being the manufacturing of printed and bound educational materials.
Specific Experience	Successfully completed minimum of two contracts similar in size and scope.	<p>Successfully completed minimum of two similar contracts including development of educational or informational materials in the target languages specified in the bidding documents.</p> <p>Contract skills in the following areas: project management, author commissioning, and publishing, specifically the following (depending on the exact nature of the contracts, not all of these may be required):</p> <ul style="list-style-type: none"> - Authorship identification, development, and management - Text and art editing - Page design and layout - Text setting and artwork origination - Commissioning illustrations - Financial management - Procurement of materials for book 	Successfully completed a minimum of two contracts similar in size and scope.

	Consolidators	Publishing	Manufacturing
		manufacture - Procurement of book manufacture - Publishing management - Distribution management - Promotion	
Financial Information	Audited financial accounts for at least two complete fiscal years Cash flow availability for US \$__million.	Audited financial accounts for at least two complete fiscal years that demonstrate the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million.	Audited financial accounts for at least two complete fiscal years, demonstrating the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million.
Production Capacity	The annual production required should be at least 2.5 times the value of the contract during the last three years. Premises equipped to acceptable standards to perform required function.	The annual production required should be at least 2.5 times the value of the contract during the last three years. Premises equipped to acceptable standards to perform the required functions.	The annual production required should be at least 2.5 times the value of the contract during the last three years. It must have available the following facilities and the appropriate skilled staff to operate them: <ul style="list-style-type: none"> - Camera - Platemaking - Sheet-fed or web-fed offset printing machinery capable of printing in one color or multiple colors, depending on the contract requirements - Finishing and

	Consolidators	Publishing	Manufacturing
			<p>binding</p> <ul style="list-style-type: none">- Packing- Delivery- Warehousing and distribution (depending on the contract requirements) <p>If required in BDS, the bidder must submit (i) a list of its major plants and equipment showing (for each machine) the manufacturer, the model, the maximum and minimum sizes it can handle, the age, and the average output; and (ii) a list of its staff showing their skills and their years of experience.</p>

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Bidder Information Sheet

Date: _____
 ICB No.: _____
 Invitation for Bid No.: _____
 Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's 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 JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <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.

Party to JV Information Sheet

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

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: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Requirements the following Textbooks and Related Services:

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

- (d) The discounts offered and the methodology for their application are: _____

- (e) Our bid shall be valid for the period of time in accordance with ITB Sub-Clause 20.1, from the date fixed for bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.2;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, or under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.6;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(k) 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.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed _____ In the Capacity of _____

Name _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Price Schedule for Textbooks to be Supplied from Outside the Purchaser's Country

(Group C bids)

Currencies in accordance with ITB Sub-Clause 14.6(b)

Date: _____

ICB No: _____

Invitation for Bids No: _____

Alternative No: _____

Page N° ___ of ___

1	2	3	4	5	6	7	8	9	10
Item N°	Description of Good	Country of origin	Quantity And physical unit	Unit price CIF: or CIP:in accordance with ITB 14.6(b)(i)	Unit price FOB: or FCA in accordance with ITB 14.6(b)(ii)	Unit price CFR:./Or CPT: in accordance with ITB 14.6(b)(iii)	Total CIF or CIP price per item (col. 4x5)	Price per item for inland transportation and other services required in the Purchaser's country to convey the textbooks to their final destination (if required in BDS -ITB14.6(b)(iv))	Total price per item (col. 8+9))
Total Bid Price (total of Col.10)									

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Textbooks to be Supplied from Inside the Purchaser’s Country, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Textbooks	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	unit price including Custom Duties and Import Taxes paid and payable, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents	Unit Price (net of custom duties and import taxes), in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Line item price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (9=8x5)	Price for inland transportation and other services required in the Purchaser’s country to convey the textbooks to their final destination ITB14.6(c)(v))	Total Price per item (col. 9+10)	Sales and other taxes payable per item if Contract is awarded
Total Bid Price (Total of Col.11)											

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Textbooks to be Supplied from Inside the Purchaser's Country

(Group A and B bids)
Currencies in accordance with ITB Sub-Clause 14.6(a)

Date: _____

ICB No: _____

Invitation for Bids No: _____

Alternative No: _____

Page N° ____ of ____

1	2	3	4	5	6	7	8	9	10
Item N°	Description of Textbooks	Country of origin	Quantity and physical unit	Unit price EXW	Total EXW price per item (col. 4×5)	Price per item for inland transportation and other services required in the Purchaser's country to convey the textbooks to their final destination (if required in BDS- ITB14.6(a)(iii))	Cost of local labor, raw material and components from within the Borrower's country % of col. 6	Total price of item (col. 6+7)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))
Total Bid Price (Total of col.9)									

Name of Bidder _____ Signature of Bidder _____ Date _____

Delivery Completion Schedule for Related Services

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Currencies in accordance with ITB Clause 14.6(c)

Page N° ____ of ____

1	2	3	4	5
Item	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the textbooks to their final destination)	Country of origin	Delivery Date	Completion Date

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Development and First Printing of New Titles & Reprints*

The total cost of the development and first printing of a new title is $A + B + (C \times S)$					
The broken down costs of development and printing of a new title are required for both Single Book Option (SBO) and Multiple Book Option (MBO). In the case of SBO, the cost elements will be used to calculate the unit price of a reprint. In the case of a MBO, the cost elements will be used to: (i) evaluate the bids, (ii) calculate the unit price of the definitive print quantity (the contract value) and (iii) calculate the unit price of a reprint.					
A	B	C	S	Unit price of a first print run	Unit Price of a Reprint*
First fixed cost Expenditures incurred in arriving at the point where a title is in final film, camera-ready copy or electronic media form	Second fixed cost Cost of platemaking and making ready printing and binding machinery prior to the production of the first finished copy in a production run	Variable cost Cost for producing a single copy once B is completed (including shipment to the final destination)	The number of copies in the first print run	$A + B + (C \times S)$	$B + (C \times S_1)$ (S_1 = number of copies in reprint run)

* Reprint formula will only be applicable when the contract scope includes a provision for reprint

Name of Bidder _____ Signature of Bidder _____ Date _____

Bid Security Form (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____, (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Bid Security Form (Bid Bond)

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorized to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____, as Obligee (hereinafter called "the Purchaser") in the sum(*) of _____, 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 a written Bid to the Purchaser dated the ___ day of _____, 20__, for the supply of _____ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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 affect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20__.

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(*) The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency

Bid-Securing Declaration

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

Date: _____
 ICB No.: _____
 Alternative No.: _____

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Copyright Authorization

[See Clause 5.5 of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS _____ who is the copyright owner of the following textbook(s):
_____ having office at
_____ do hereby authorize _____ to submit a bid,
and subsequently negotiate and sign the Contract with you against IFB No. _____
for the above textbooks copyrighted by us.

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.

(signature for and on behalf of Copyright Owner)

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

Section V. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, 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 the Goods or Works required, or

Para 1.8 (a) (ii): 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 persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:¹

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

¹ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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2. Schedule of Delivery

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place of destination.²

Item number	Brief description	Quantity	Delivery schedule (shipment) in weeks/months from _____ ³

² The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

³ The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. 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 amendments 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 therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Textbooks” means all of the textbooks and reading materials, teacher’s material, other production inputs such as paper, manuscript, publishing and manufacturing; publishing, and manufacturing; as well as other related services such as distribution, binding and packing that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (i) “Purchaser” means the entity purchasing the Textbooks and Related Services, as specified in the SCC.
 - (j) “Related Services” means the services incidental to the supply of the textbooks, such as insurance, training and other similar obligations of the Supplier under the Contract.
 - (k) “SCC” means the Special Conditions of Contract.
 - (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above,

including its legal successors or permitted assigns, to whom any part of the Textbooks to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (m) “Supplier” means the natural 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 Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (n) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

- 1.1 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. Fraud and Corruption

- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (d) will have the right to require that suppliers to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

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, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

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 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, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, 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, consortium, or association. The composition or the constitution of

the joint venture, consortium, or association 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 Textbooks 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 textbooks 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 imported 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.

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 thirty (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. Scope of Supply** 11.1 The Textbooks and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Textbooks 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 Schedule of Requirements.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Textbooks and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Textbooks delivered and the Related 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.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
 - 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Textbooks delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
 - 15.3 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.
 - 15.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
 - 15.5 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.

16. Taxes and Duties

- 16.1 For textbooks supplied from 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.
- 16.2 For textbooks supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Textbooks to the Purchaser.
- 16.3 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.

17. Performance Security

- 17.1 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 and currency specified in the SCC.
- 17.2 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.
- 17.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 17.4 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.

18. Copyright

- 18.1 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.

19. Confidential Information

- 19.1 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 19.
- 19.2 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.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 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.
- 19.4 The above provisions of GCC Clause 19 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.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. 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.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Textbooks and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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 textbooks' 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 32.

22. Packing and Documents

22.1 The Supplier shall provide such packing of the Textbooks 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 textbooks' final destination and the absence of heavy handling facilities at all points in transit.

22.2 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.

- 23. Insurance** 23.1 Unless otherwise specified in the SCC, the Textbooks 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.
- 24. Transportation** 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Textbooks shall be in accordance with the Incoterms specified in the Schedule of Requirements.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Textbooks and Related Services as are specified in the Schedule of Requirements.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Textbooks' final destination, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 25.3, 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.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, 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.
- 25.4 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.
- 25.5 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 Textbooks 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.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Textbooks 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 Textbooks 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 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Textbooks or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Textbooks 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 Textbooks 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 34.

27. Warranty

- 27.1 The Supplier warrants that all the Textbooks 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.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Textbooks 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.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Textbooks, 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.

- 27.4 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.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Textbooks or parts thereof, at no cost to the Purchaser.
- 27.6 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.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, 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 use of the Textbooks in the country; and
 - (b) the sale in any country of the Textbooks manufactured by the Supplier

Such indemnity shall not cover any use of the Textbooks 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 Textbooks 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.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, 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.

28.3 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.

28.4 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.

28.5 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.

29. Limitation of Liability

29.1 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

30. Change in Laws and Regulations

30.1 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 14.

- 31. Force Majeure**
- 31.1 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.
- 31.2 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.
- 31.3 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.
- 32. Change Orders, Contract Amendments and Reprints**
- 32.1 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 Textbooks 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 Related Services to be provided by the Supplier.
- 32.2 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.

32.3 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. The SCC shall indicate whether the scope of the contract includes reprints.

32.4 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.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Textbooks or completion of Related Services pursuant to GCC Clause 12, 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.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, 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 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 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 Textbooks within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(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 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Textbooks 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 Textbooks or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) 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

34.3 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 Textbooks 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 Textbooks, 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 Textbooks and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 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.

Section VIII. 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.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(j)	The Purchaser's country is: _____
GCC 1.1(k)	The Purchaser is: _____
GCC 1.1 (q)	The Site is: _____
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: _____
GCC 4.2 (b)	The version edition of Incoterms shall be: _____
GCC 5.1	The language shall be: _____
GCC 8.1	For notices , the Purchaser's address shall be: Attention: _____ Street Address: _____ Floor/ Room number: _____ City: _____ ZIP Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GCC 9.1	The governing law shall be the law of: _____
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser's country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.

“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country.”]

(a) Contract with foreign Supplier:

[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:

	<p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>(b) Contracts with Supplier national of the Purchaser’s country:</p> <p>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.</p>
GCC 11.1	<p>The scope of supply for the Textbooks and Related Services to be supplied shall be as specified in: _____</p> <p>_____</p>
GCC 14.2	<p>The prices charged for the Textbooks delivered and the related Services performed _____ be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: _____</p>
GCC 15.1	<p>Sample provision</p> <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract,</p>

and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in _____ [*currency*] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

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 _____ [*currency*], as follows:

- (i) **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.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.
- (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 15.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be _____ (____) days.</p> <p>The interest rate that shall be applied is _____ percent (____%).</p>
GCC 17.1	<p>The amount of the Performance Security shall be: _____</p> <p>The currency shall be: _____</p>
GCC 17.3	<p>The types of acceptable Performance Securities are: _____</p> <p>_____</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: _____</p> <p>_____</p>
GCC 18.1	<p>The copyright of the manuscript and artwork resides with: _____</p> <p>_____</p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: _____</p> <p>_____</p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p>_____</p>
GCC 24.1	<p>Responsibility for transportation of the Textbooks shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]</i> _____</p> <p>_____</p>
GCC 25.2	<p>The Inspections and tests shall be conducted at: _____</p>

GCC 26.1	The liquidated damage shall be: _____ % per week
GCC 26.1	The maximum amount of liquidated damages shall be: _____ _____
GCC 27.3	The period of validity of the Warranty shall be: _____ For purposes of the Warranty, the place of final destination shall be: _____
GCC 27.5	The period for repair or replacement shall be: _____
GCC 32.3	The contract _____ include reprints. If reprints are included in the scope of the Contract, the following method should be followed _____

Section IX. Contract Forms

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Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Textbooks and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Textbooks and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the 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) _____.

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 Textbooks and Related 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 Textbooks and Related 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 _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Beneficiary: _____

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 _____ (_____) ⁴ 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 ____ day of _____, 2____, ⁵ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

⁴ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁵ Established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 27.3 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform 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 to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Bank Guarantee for Advance Payment

Beneficiary: _____

Date: _____

ADVANCE PAYMENT 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, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Supplier, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number _____ at _____.

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of _____⁶, or on the ___ day of _____, 2___,⁷ 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, ICC Publication No. 458.

[signature(s)]

⁶ Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected.

⁷ Insert the delivery date stipulated in the original delivery schedule. The Purchaser should note that in the event of an extension of the time to perform 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 to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Attachment

Invitation for Bids (IFB)

[insert: *name of Country*]

[insert: *name of Project*]

[insert: *loan / credit number*]

[insert: *IFB Title*]

[insert: *IFB Number*]

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no. [insert number] of [insert date].¹

2. The [insert name of Borrower] [has received/has applied for/intends to apply for] a [loan/credit] from the [International Bank for Reconstruction and Development/International Development Association] toward the cost of [insert name of Project], and it intends to apply part of the proceeds of this [loan/credit] to payments under the Contract for [insert name/no. of Contract].²

3. The [insert name of Implementing Agency] now invites sealed bids from eligible and qualified bidders for [insert brief description of the Goods to be procured].^{3,4}

4. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from Eligible Source Countries as defined in the Guidelines.⁵

5. Interested eligible bidders may obtain further information from [insert name of Agency; insert name and e-mail of officer in charge] and inspect the Bidding Documents at the address given below [state address at end of this ITB] from [insert office hours].⁶

6. Qualifications requirements include: [insert a list of technical, financial, legal and other requirements]. A margin of preference for eligible national contractors [insert "shall" or "shall not" be applied, as appropriate]. Additional details are provided in the Bidding Documents.

7. A complete set of Bidding Documents in [insert name of language] may be purchased by interested bidders on the submission of a written Application to the address below [state address at the end of this ITB] and upon payment of a non refundable fee⁷ [insert amount in local currency] or in [insert amount in specified convertible currency]. The method of payment will be [insert method of payment].⁸ The Bidding Documents will be sent by [insert delivery procedure].⁹

8. Bids must be delivered to the address below [state address at the end of this ITB] at or before [insert time and date]. Electronic bidding will [will not] be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person or on-line at the address below [state address at end of this ITB] at [insert time

and date]. All bids must be accompanied by a [*insert “Bid Security” or “Bid-Securing Declaration,” as appropriate*] of [*insert amount in local currency or minimum percentage of bid price in case of a Bid Security*] or an equivalent amount in a freely convertible currency.^{10,}

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9. The address(es) referred to above is(are): [*insert detailed address(es) including Name of the Implementing Agency, Office designation (room number), name of Officer, Street address, City (code), Country; insert electronic address if electronic bidding is permitted*].

-
1. Day, month, year; for example, 31 January 1996.
 2. [*Insert if applicable: “This contract will be jointly financed by [insert name of cofinancing agency]. Bidding will be governed by the World Bank’s eligibility rules and procedures.”*]
 3. A brief description of the type(s) of Goods or Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.
 4. [*Insert: “the delivery/construction period is [insert no. of days/months/years or dates”*].
 5. Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Loan or Credit Agreement and set forth in the Bidding Documents.
 6. For example, 09.00AM to 5.00 PM.
 7. The fee, should defray the printing and mailing/shipping costs); it should not deter competition.
 8. For example, cashier’s check, direct deposit to specified account number.
 9. The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery, or by electronic means if electronic bidding is permitted. If urgency or security dictates, courier services may be required for overseas delivery.
 10. The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.
 11. The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening.